

AGENDA  
BOARD OF CITY COMMISSIONERS  
July 6, 2015 AT 6:30 P.M.  
COMMISSION CHAMBERS AT CITY HALL  
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
  - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Shawnee Airport Authority Agenda Item No. 2.
  - b. Minutes from the June 15, 2015 regular meeting.
  - c. Acknowledge Memorandum of Understanding with Oklahoma City for hazardous waste disposal.
  - d. Acknowledge Workers Compensation Settlement-Steve Kilber.
  - e. Acknowledge Workers Compensation Settlement-Aron Miller.
  - f. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Cody Montgomery.
  - g. Approve the purchase of four 2016 Ford Police Interceptor Sport Utility Vehicles.
  - h. Confirm and approve City Manager's hiring of Justin DeBruin as Community Development Director.
  - i. Acknowledgment of contract renewal by City Manager for FY 2015-2016:
    - (1) Animal shelter facility agreement with Town of McLoud.
2. Citizens Participation

(A three minute limit per person)  
(A twelve minute limit per topic)
3. Presentation by City Manager to Employee of the Month, J.D. Sample, Water Plant.

4. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Zane Qualls.
5. Consider a resolution to surplus a certain Shawnee Police Department Dispatch console and donate to the Oklahoma Baptist University Police Department.
6. Consider a resolution to surplus certain Shawnee Police Department Dispatch consoles and donate to the Gordon Cooper Technology Center.
7. Discussion, consideration and possible action to approve a resolution concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits.
8. Presentation, consideration, and possible action on a resolution adopting the Multi-Jurisdiction a Hazard Mitigation Plan.
9. City Manager Report
10. New Business  

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
11. Administrative Reports
  - a. Live Burn Training – Dru Tischer, Interim Fire Chief
12. Commissioners Comments
13. Consider an Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
14. Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
15. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

**Regular Board of Commissioners**

**1. b.**

**Meeting Date:** 07/06/2015

CC minutes 06/15/15

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Minutes from the June 15, 2015 regular meeting.

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Attachments

CC Minutes 06/15/15

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
JUNE 15, 2015 AT 6:30 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, 9th and Broadway, Shawnee, Oklahoma, Monday, June 1, 2015 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord  
Mayor

Vacant  
Commissioner Ward 1

Linda Agee  
Commissioner Ward 2

James Harrod  
Commissioner Ward 3-Vice Mayor

Absent  
Commissioner Ward 4

Lesa Shaw  
Commissioner Ward 5

Absent  
Commissioner Ward 6

ABSENT: Hall, Dykstra

INVOCATION

Lord's Prayer

FLAG SALUTE

Led by Mayor Wes Mainord

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

1. Consider approval of Consent Agenda:
  - a. Minutes from the June 1, 2015 regular meeting and May 22, 2015 Special Call meeting.
  - b. Acknowledge the following reports and minutes:
    - License Payment Report for May 2015
    - Project Payment Report for May 2015
    - Shawnee Urban Renewal Authority Minutes from May 5, 2015
    - Planning Commission Minutes from May 6, 2015

- c. Acknowledge receipt of Pioneer Library System Budget for July 1, 2015 through June 30, 2016.
- d. Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 22 Belcher Tract, 33410 Post Office Neck  
Lessees: Cecilia Engle and Benjamin John D'Amico
- Lot 1 Belcher Tract, 15520 Nickens Rd.  
Lessees: Walter and Brenda Christensen
- Lot 3 Belcher Tract, 15514 Nickens Rd.  
Lessees: Norma and Harold Beavers
- Lot 8 Belcher Tract, 15509 Nickens Rd.  
Lessee: Latta Family Trust
- Lot 10 Belcher Tract, 15607 Nickens Rd.  
Lessee: Pamela Street
- Lot 8 Sect Tract, 33600 Post Office Neck  
Lessees: Kenneth West and Lora Davis
- Lot 6 Belcher Tract, 15411 Nickens Rd.  
Lessee: Carol Hopkins

TRANSFERS:

- Lot 6 Sect Tract, 33804 Post Office Neck  
From: Terry Farris  
To: James and Susan Ruth

- e. Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2015, through June 30, 2016.
- f. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Billy Carson.
- g. Mayor's Appointments:

Planning Commission

Regena Morton Term to Expire 06/01/2018 Full Term  
*Replaces Ben Salter – Termed Out*

Zoning Board of Adjustment

William Kirkland Term to Expire 06/01/2017 1<sup>ST</sup> Partial Term  
*Replaces Toby Blaylock – Termed Out*

- h. Budget Amendment – General Fund 001  
*To cover overage at yearend housekeeping*
- i. Budget Amendment – Street and Alley Fund 101  
*To transfer money from the general fund to cover street lights*
- j. Budget Amendment – 911 Fund 102  
*To move the money for the new Dispatch Center*
- k. Budget Amendment – Debt Services Fund 201  
*To amend the budget for in lieu of taxes from The Housing Authority*
- l. Budget Amendment – Library Fund 701  
*Transfer money to cover expenses at the library*
- m. Approve construction changes and additional equipment for 2015  
Pierce PUC Rescue Pumper (Fire Department Engine 3)
- n. Acknowledgment of contract renewals by City Manager for FY  
2015-2016:
  - 1. Pottawatomie Independent School District No. 93 for  
maintenance of tennis courts.
  - 2. Gordon Cooper Technology Center (GCTC) District No. 5 to  
provide repaving and repair of public roadways and parking  
lots used by students, faculty, employees and patrons of  
GCTC.
  - 3. Project H.E.A.R.T., Inc. for providing meals to elderly  
persons.
- o. Approve renewal of existing contracts with changes and approved by  
the Commission for FY 2015-2016:
  - (1) Agreement to provide police officers for Shawnee High School  
and Middle School.

Regarding Agenda Item No. 1(c), Commissioner Shaw asked for additional information on the Pioneer Library System Budget for July 1, 2015 through June 30, 2016.

Regarding Agenda Item No. 1(h), Commissioner Shaw requested to see a three-year trend regarding end of the year budget amendments.

Regarding Agenda Item No. 1(n), Commissioner Shaw noted that she would like to see all city contracts standardized into one boilerplate form.

Regarding Agenda Item No. 1(o), Commissioner Shaw pointed out that there was only one contract needing to be approved, although the agenda refers to contracts.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve the Consent Agenda Items No. 1(a-o). Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw

NAY: None

AGENDA ITEM NO. 2: Citizens Participation  
(A three minute limit per person)  
(A twelve minute limit per topic)

Mr. Dell Kerbs spoke regarding the upcoming events taking place in the City of Shawnee, such as, the Municipal Pool opening, the Downtown Block Party, the Shawnee Trail Days and the fireworks display.

AGENDA ITEM NO. 3: Presentation by City Manager to Employee of the Month, Richard Cline, II, Water Distribution Department.

Richard Cline II was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4: Discussion, consideration and possible action of an ordinance amending the employee retirement system, Defined Contribution plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan. (DC)

Human Resources Director, Tammy Johnson gave a staff report regarding the revised retirement plan. Mrs. Jodi Cox of Oklahoma Municipal Retirement Fund assisted and responded to questions from the Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve an ordinance amending the employee retirement system, Defined Contribution plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan. (DC)

Ordinance No. 2566NS was introduced.

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw

NAY: None

Ordinance No. 2566NS was adopted by the City Commission.



AGENDA ITEM NO. 5:

Discussion, consideration and possible action of an ordinance amending the employee retirement system, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma. (CMO-DH)

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve an ordinance amending the employee retirement system, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma. (CMO-DH)

Ordinance No. 2567NS was introduced.

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF DEPARTMENT HEAD OR CITY MANAGER FOR THE CITY OF SHAWNEE, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

Motion carried 4-0.

AYE: Harrod, Shaw, Agee, Mainord

NAY: None

Ordinance No. 2567NS was adopted by the City Commission.

AGENDA ITEM NO. 6:

Discussion, consideration and possible action of an ordinance amending the employee retirement system, Defined Contribution plan for the position of Department Head or City Manager-Special Incentive Plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan. (CMO-DH-SI)

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve an ordinance amending the employee retirement system, Defined Contribution plan for the position of Department Head or City Manager-Special Incentive Plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan. (CMO-DH-SI)

Ordinance No. 2568NS was introduced.

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF DEPARTMENT HEAD OR CITY MANAGER FOR THE CITY OF SHAWNEE, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT;

PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw

NAY: None

Ordinance No. 2568NS was adopted by the City Commission.

AGENDA ITEM NO. 7: Discussion, consideration and possible action on an economic development incentive agreement with Universal Forest Products, Inc.

City Manager, Justin Erickson gave a staff report regarding the economic development incentive agreement with Universal Forest Products, Inc. and stated that staff does recommend the approval of this item.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve an economic development incentive agreement with Universal Forest Products, Inc. Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw

NAY: None

AGENDA ITEM NO. 8: Discussion, consideration and possible action to approve an ordinance repealing and amending Article 8 of the Shawnee Municipal Code regarding Pawnbroker dealings.

City Attorney Mary Ann Karnes gave a staff report stating that this amendment will make it more difficult for individuals to pawn items obtained illegally.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve an ordinance repealing and amending Article 8 of the Shawnee Municipal Code regarding Pawnbroker dealings.

Ordinance No. 2569NS was introduced.

AN ORDINANCE REPEALING AND AMENDING ARTICLE 8 OF THE SHAWNEE MUNICIPAL CODE "PAWNBROKER" DEALING WITH BONDS; PROVIDING FOR A REGISTER; SETTING HOURS OF OPERATION; REQUIRING REPORTING; SETTING OUT REQUIREMENTS FOR ACCEPTANCE OF VARIOUS COMMUNICATIONS DEVICES; SETTING A PENALTY; PROVIDING FOR REPEALER, SEVERABILITY, AND CODIFICATION.

Motion carried 4-0.

AYE: Harrod, Shaw, Agee, Mainord

NAY: None

Ordinance No. 2569NS was adopted by the City Commission.

AGENDA ITEM NO. 9:

A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 731 E. Independence from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Case #P03-15 Applicant: Lottie Coody (*Deferred from May 18, 2015 City Commission meeting.*)

Staff report was given by Assistant City Planner Justin Debruin. He stated that staff recommends approval with conditions on the requested rezoning; however, it was noted that the Planning Commission recommends denial. The requested rezoning location will be for a liquor store. Two letters protesting the proposed rezoning have been received.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone with a Conditional Use Permit for property located at 731 E. Independence from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Mr. Percy Harrell spoke in favor of said rezoning. He addressed concerns regarding a martial arts school located near the subject property and other associated parking concerns. No one appeared against said rezoning and the public hearing was closed.

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to approve the ordinance to rezone with a Conditional Use Permit for property located at 731 E. Independence from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Motion failed 3-1.

AYE: Agee, Harrod, Mainord

NAY: Shaw

AGENDA ITEM NO. 10:

A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 7311 N. Harrison from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Case #P11-15 Applicant: Clifford and Stephanie Burnside

Staff report was given by Assistant City Planner, Justin Debruin. He stated that the Planning Commission, as well as staff, recommends approval of the requested rezoning.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone with a Conditional Use Permit for property located at 7311 N. Harrison from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Ms. Stephanie Burnside appeared in favor of said rezoning stating that the property will be used for pet boarding and grooming. She further explained the process and conditions that are to be expected within the facility. Ms. Khara Chriswell also appeared in favor of said rezoning. No one appeared against said rezoning and the public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve an ordinance to rezone with a Conditional Use Permit for property located at 7311 N. Harrison from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit with the following conditions:

1. The Kennel License provisions of Shawnee Municipal Code, Chapter 5 shall apply and the applicant shall comply with all applicable rules.

Ordinance No. 2570NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 451 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (NW/C SW/4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST, OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 520 FEET; THENCE SOUTH 209 FEET; THENCE WEST 520 FEET; THENCE NORTH 209 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF,

REZONING SAID PROPERTY FROM C-3; HIGHWAY COMMERCIAL TO C-3P; HIGHWAY COMMERCIAL WITH CONDITIONAL USE PERMIT; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw

NAY: None

Ordinance No. 2570NS was adopted by the City Commission.

AGENDA ITEM NO. 11:

Consideration of approval of a Final Plat for North Harrison Industrial Park located at Harrison Street, north of Wolverine Road. Case #S07-15 Applicant: The Landrun Group, LLC

Staff report was given by Assistant City Planner, Justin Debruin. He stated that the Planning Commission, as well as staff, recommends the approval of a Final Plat.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to approve the Final Plat for North Harrison Industrial Park located at Harrison Street, north of Wolverine Road with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineered drainage plan must be approved by the City Engineer prior to construction.
3. A fee-in-lieu of sidewalk construction is approved along Harrison Street and is to be paid concurrent with Building Permit submittal. All applicable standards apply and the City Engineer must approve the cost estimate submitted by the applicant's engineer.
4. Developer shall extend the City's waterline across the frontage of the area receiving Final Plat approval and as recorded on the Final Plat.
5. Developer shall extend the City's sanitary sewer lines to at least the boundary of lots receiving Final Plat and as recorded on the Final Plat.
6. All other applicable City standards apply.

Motion carried 4-0.

AYE: Shaw, Harrod, Mainord, Agee

NAY: None

AGENDA ITEM NO. 12:

Consideration of approval of a Final Plat for Kickapoo Plaza located at Kickapoo

Street, north of MacArthur Street. Case #S08-15. Applicant: The Landrun Group, LLC

Staff report was given by Assistant City Planner, Justin Debruin. He stated that the Planning Commission, as well as staff, recommends the approval of a Final Plat.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve the Final Plat for Kickapoo Plaza located at Kickapoo Street, north of MacArthur Street with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to development.
2. The final engineered drainage plan must be approved by the City Engineer prior to development.
3. Prior to recording of the final plat, all required utility easements and cross-access easements shall be appropriately noted on the plat.
4. Six (6') foot sidewalk required along Kickapoo Street and shall be constructed as each lot is built-out in accordance with the adopted rules.
5. A landscaping plan shall be submitted concurrent with building permit submittal.
6. Submittal of appropriate documentation associated with cross-access agreements shall be required.
7. All other applicable City standards apply.

Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw

NAY: None

AGENDA ITEM NO. 13:

Consider a resolution of support indicating favorable consideration for a tax credit award to BP Union Affordable Housing Partners LP for the following project: twenty-four (24) single-family detached units in the 3500 Block (approximate) of N. Union Street.

Resolution No. 6493 was introduced.

A RESOLUTION SUPPORTING THE CONSTRUCTION OF TWENTY-FOUR (24) NEW UNITS OF A HOUSING DEVELOPMENT BY BP UNION AFFORDABLE HOUSING PARTNERS LP LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA; AND SUPPORTING FAVORABLE CONSIDERATION BE GIVEN FOR TAX CREDIT AWARD FOR THIS DEVELOPMENT.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve a resolution of support indicating favorable consideration for a tax credit award to BP Union Affordable Housing Partners LP for the following project: twenty-four (24) single-family detached units in the 3500 Block (approximate) of N. Union Street. Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw  
NAY: None

AGENDA ITEM NO. 14 WAS MOVED UNTIL AFTER EXECUTIVE SESSION BY THE POWER OF THE CHAIR.

AGENDA ITEM NO. 15: Acknowledge Sales Tax Report received June 2015.

Cynthia Sementelli, Finance Director, reported that June sales tax collected this month was \$1,438,144.00, which is up 3.45% from 2014 and 8% from 2013. Overall the City of Shawnee is up \$155,564.00 for the fiscal year.

AGENDA ITEM NO. 16: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 17: Commissioners Comments

Vice Mayor Harrod requested staff contact the Oklahoma Department of Transportation to see if the detours at Kickapoo and Independence streets could be removed before the IFYR rodeo next month.

Commissioner Shaw stated that staff is doing an amazing job with the sidewalks on Bryan Street. She also expressed concerns with the runoff going over the sidewalks at the corner of Bryan and MacArthur.

Mayor Mainord stated that he has been contacted regarding an issue of pedestrians crossing Interstate 40 between the Honda Dealership and Shawnee Mall.



Mayor Mainord also stated he enjoyed the Firetruck Wash Down ceremony to dedicate the City's new fire apparatus.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND RECONVENE SHAWNEE MUNICIPAL AUTHORITY (7:43 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:47 P.M.)

AGENDA ITEM NO. 18: Discussion, consideration and possible action to enter into executive session for the purpose of reviewing applications on candidates related to the hiring of a municipal judge pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee".

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to enter into Executive Session to discuss, consider and take possible action for the purpose of reviewing applications on candidates related to the hiring of a municipal judge pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee". Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:48 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:16 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 19: Consideration and possible action on matters discussed in executive session for the purpose of reviewing applications on candidates related to the hiring of a

municipal judge pursuant to 25 O.S. §307(B)1 “Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee”.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to call for a Special Call meeting at 5:30 p.m. on July 20, 2015, for the purpose of interviewing applicants related to the hiring of a municipal judge.

Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Shaw

NAY: None

AGENDA ITEM NO. 14:

Discussion, consideration and possible action on an ordinance amending Section 12-51 of the Shawnee Municipal Code relating to qualifications of Judge. *(Carryover from June 1, 2015 City Commission meeting.)*

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to differ possible action on an ordinance amending Section 12-51 of the Shawnee Municipal Code relating to qualifications of Judge to the July 20, 2015 meeting. Motion carried 4-0.

AYE: Harrod, Shaw, Agee, Mainord

NAY: None

AGENDA ITEM NO. 20:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:18 p.m.)

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WES MAINORD, MAYOR

ATTEST:

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PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners**

**1. c.**

**Meeting Date:** 07/06/2015

Memo hazardous waste

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

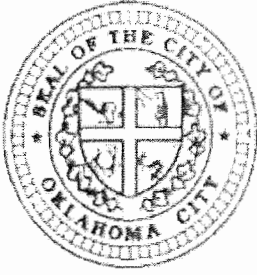
Title of Item for Agenda

Acknowledge Memorandum of Understanding with Oklahoma City for hazardous waste disposal.

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Attachments

Memo hasardous waste



# MEMORANDUM

Council Agenda  
Item No. VII.AR.3.  
6/16/2015

## The City of OKLAHOMA CITY

TO: Mayor and City Council  
FROM: James D. Couch, City Manager

Renewal of Inter-Governmental Agreement with the City of Shawnee, Regional Household Hazardous Waste Collection and Management Project, July 1, 2015 through June 30, 2016.

**Purpose** To continue providing service to the residents of Shawnee, and to increase public convenience, participation and educate the public about the proper management of household hazardous waste.

**Background** The Inter-Governmental Agreement was approved January 2, 2008 (Item No. VI.AC.) with the City of Shawnee. Pursuant to Article 4 of the Agreement and at the request of the City of Shawnee, the Agreement has remained effective with six annual renewals. To continue accepting household hazardous waste from their residents, a request for a seventh annual renewal has been received from the City of Shawnee.

The City of Oklahoma City will continue to maintain an accounting of these cross-jurisdictional amounts and City of Shawnee will reimburse the City of Oklahoma City for collection and disposal of household hazardous waste per terms of the Agreement.


**Term** July 1, 2015 through June 30, 2016.

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

**Review** Public Works Department

**Recommendation:** Agreement be renewed.

**Attachment**

<p>Mayor WES MAINORD</p> 	<p><b>The City of Shawnee</b> PO Box 1448 Shawnee Oklahoma 74802-1448 (405) 273-1250 Fax (405) 878-1581 <a href="http://www.ShawneeOK.org">www.ShawneeOK.org</a></p>	<p><b>Commissioners</b> VACANT LINDA AGEE JAMES HARROD KEITH HALL LESA SHAW MICHEAL DYKSTRA</p>
--	--	---

June 1, 2015

**RECEIVED**

Mr. Eric J. Wenger  
Public Works Director  
City of Oklahoma City  
3738 SW 15<sup>th</sup> Street, Building 1  
Oklahoma City, OK 73104

**APPROVED**  
6-16-15

JUN 04 2015  
PUBLIC WORKS  
ENGINEERING

Attn: Brenda Underwood

BY THE CITY COUNCIL  
*Sharon Kasey* CITY CLERK

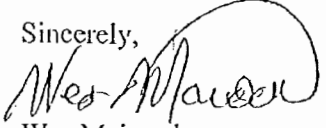
Re: *Renewal of Hazardous Waste MOU*

Dear Mr. Wenger:

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

Please send a copy of the renewal agreement to my attention so that we may present it to our City Commission for approval at our July 6, 2015 meeting.

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

Sincerely,  
  
Wes Mainord  
Mayor

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

THIS AGREEMENT, made and entered into this the 2nd day of  
January, 08, by, between and among the City of Shawnee  
(City/County) (hereinafter referred to as "Participant" or "Participants") and The City of  
Oklahoma City (hereinafter referred to as "Oklahoma City").

**WITNESSETH:**

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

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

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

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

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

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

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

2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2008 (which term shall be referred to as the "Initial Term" or the "Demonstration Period").

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

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

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

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

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

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

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

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

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

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

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

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

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

and

Public Works Department  
Storm Water Quality Manager  
420 West Main Street, 6<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73102

(b) Notices to the Participant:

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**



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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

Approved and executed by City of Shawnee this 19th day of November,  
(Participant)

20 07.

City of Shawnee  
(Participant)

Chuck Mills

Mayor

ATTEST: (Seal)

Myrtle Loster  
Clerk

Approved and executed by The City of Oklahoma City this 2nd day of January,  
20 08.

THE CITY OF OKLAHOMA CITY

Neil Curtis

Mayor

ATTEST: (Seal)

Maureen Kelsey  
City Clerk



REVIEWED for form and legality this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_.

Carol Sanett  
Assistant Municipal Counselor

**Regular Board of Commissioners**

**1. d.**

**Meeting Date:** 07/06/2015

WCC Kilber

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge Workers Compensation Settlement-Steve Kilber.

---

Attachments

WCC Kilber

**Mayor**  
WES MAINORD



## The City of Shawnee

PO Box 1448  
Shawnee Oklahoma 74802-1448  
(405) 273-1250 Fax (405) 878-  
1581

[www.ShawneeOK.org](http://www.ShawneeOK.org)

## Commissioners

WARD 1- VACANT  
WARD 2- LINDA AGEE  
WARD 3- JAMES HARROD  
WARD 4- KEITH HALL  
WARD 5- LESA SHAW  
WARD 6- MICHAEL DYKSTRA

**From: Terry Cook**

### Worker's Compensation: Summary Information

**Date:** 6/11/2015

**Employee Name:** Steve Kilber

**Date of Hire:** 5/02/2011

**Injury Date:** 9/12/2012

**Position Held at Time of Injury:** Maintenance I

**Type of Injury:** **Multiple Body Parts**

**Amount of Order:** **\$ 20,000.00**

**Type of Payment:** Court Ordered Compromised Settlement

**Recommendation:** **I recommend we accept this offer because the employee agreed to this settlement in the form of a Compromised Settlement. This will close the case for good on his injuries and all others known or unknown with no possibility of future medical.**

**Respondent Payments:**

- \$ 140.00 Filing Fee
- \$ 150.00 Safety Fund Tax (.75%)
- \$ 400.00 Workers' Compensation Administration Fund Fee (2%)

**Regular Board of Commissioners**

**1. e.**

**Meeting Date:** 07/06/2015

WCC Miller

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Acknowledge Workers Compensation Settlement-Aron Miller.

---

Attachments

WCC Miller

**Mayor**  
WES MAINORD



## **The City of Shawnee**

PO Box 1448  
Shawnee Oklahoma 74802-1448  
(405) 273-1250 Fax (405) 878-  
1581

[www.ShawneeOK.org](http://www.ShawneeOK.org)

## **Commissioners**

WARD 1- VACANT  
WARD 2- LINDA AGEE  
WARD 3- JAMES HARROD  
WARD 4- KEITH HALL  
WARD 5- LESA SHAW  
WARD 6- MICHAEL DYKSTRA

**From: Terry Cook**

### **Worker's Compensation: Summary Information**

**Date:** 6/11/2015

**Employee Name:** Aron Miller

**Date of Hire:** 10/22/2013

**Injury Date:** 8/06/2014

**Position Held at Time of Injury:** Maintenance I

**Type of Injury:** Lower Back

**Amount of Order:** \$ 17,000.00

**Type of Payment:** Court Ordered Joint Petition

**Recommendation:** **I recommend we accept this offer because the employee agreed to this settlement in the form of a Joint Petition (JP). This will close the case for good on his injuries and all others known or unknown with no possibility of future medical.**

**Respondent Payments:**

- \$ 140.00 Filing Fee
- \$ 127.50 Safety Fund Tax (.75%)
- \$ 340.00 Workers' Compensation Administration Fund Fee (2%)

**Regular Board of Commissioners**

**1. f.**

**Meeting Date:** 07/06/2015

OMRF Montgomery

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Cody Montgomery.

---

**Regular Board of Commissioners**

**1. g.**

**Meeting Date:** 07/06/2015

Purchase Police SUV

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Approve the purchase of four 2016 Ford Police Interceptor Sport Utility Vehicles.

---

Attachments

Police SUV memo





# Shawnee Police Department

*Chief Russell Frantz*

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 \*Fax (405) 878-1520

E-Mail: [rfrantz@shawneeok.org](mailto:rfrantz@shawneeok.org)



FROM : Russell Frantz  
Chief of Police

TO : Justin Erickson, City Manager

CC : Cynthia Sementelli, Finance Director

CC : Mayor and City Commissioners

SUBJECT : Request to purchase police units

DATE : 1 July 2015

---

Request permission to purchase four (4) 2016 Ford Police Interceptor SUV's from the Bob Hurley Ford dealership. Vehicles will be purchased at **State Bid** cost of \$26,392.00 each, making the total cost \$105,568.00. Vehicles will be paid out of 2015-16 Budgeted Capital funds. If you have any further question please don't hesitate to contact my office.

Sincerely,

Russell Frantz, Chief  
Shawnee Police Dept.

---

**Regular Board of Commissioners**

**1. h.**

**Meeting Date:** 07/06/2015

DeBruin CDD

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Confirm and approve City Manager's hiring of Justin DeBruin as Community Development Director.

---

Attachments

DeBruin CDD

**Mayor**  
WES MAINORD



**The City of Shawnee**  
*Office of the City Manager*  
P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
(405) 878-1601 Fax (405) 214-4249  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**  
VACANT  
LINDA AGEE  
JAMES HARROD  
KEITH HALL  
LESA SHAW  
MICHEAL DYKSTRA

**MEMORANDUM**

**AGENDA:** July 6, 2015  
**TO:** Mayor and City Commissioners  
**FROM:** Justin Erickson, City Manager  
**RE:** Department Head Appointment: Community Development Department

---

After conducting an open job search, reviewing applications and conducting interviews, I have extended an offer to Justin DeBruin to be the City's next Community Development Director, subject to approval by the City Commission. In accordance with the City Charter, *"the appointments of all heads of departments shall not become effective until they have been approved by the board of commissioners"* (Article V, Section 2).

Mr. DeBruin has been employed by the City of Shawnee since August 2013 and started as the Assistant City Planner. He presently serves as Planning Manager and has taken on increased duties since January 1, 2015. Mr. DeBruin previously worked for the City of Oklahoma City Planning Department for one year as an intern. He holds a Master's Degree in Regional and City Planning from the University of Oklahoma. He owns a residence in the City of Shawnee.

I respectfully request concurrence by the City Commission for this appointment.

**Regular Board of Commissioners**

1. i.

**Meeting Date:** 07/06/2015

CM Contracts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledgment of contract renewal by City Manager for FY 2015-2016:

(1) Animal shelter facility agreement with Town of McLoud.

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Attachments

CM Contracts

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Town of McLoud, Oklahoma, hereinafter referred to as “McLoud”.

The purpose of this Agreement entered into by and between the City and McLoud is to promote the health, safety and public welfare of the citizens of Shawnee and of McLoud, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

As used in this Agreement the following words will be defined as set out herein:

- a) DVM shall mean Doctor of Veterinary Medicine
- b) Animals shall mean all non hoofed animals
- c) Livestock shall mean all domestic hoofed animals
- d) Dogs shall mean all canine domestic animals
- e) Cats shall mean all feline domestic animals

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. The City will furnish and staff an animal shelter facility on site provided by the City.
2. The City agrees that it shall accept at its animal facility and give receipt for, all animals collected by McLoud and delivered to it by McLoud or those working under McLoud’s direction. The hours of operation for acceptance are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
3. McLoud agrees that all activities relating to veterinary medicine and veterinary care are given to animals in the custody of the City shall be performed by or at the direction of a licensed doctor of veterinary medicine (DVM), in compliance with the Veterinary Practice Act of the State of Oklahoma with the understanding that McLoud shall be responsible for all charges for veterinary care.
4. The City agrees that for purpose of this Agreement the City will maintain office hours for reclamation and adoption of animals from 10:00 a.m. to 5:00 p.m. Monday through Friday. Minor and/or seasonal changes in hours by the City can occur only following reasonable notification to McLoud.
5. The City agrees that it shall, upon payment by the owner of all applicable animal reclamation fees and cost, release any animal in its custody to the owner thereof or his authorized representative subject to the following:
  - a) The City agrees that it will release no dog or cat entrusted to it until the party receiving the dog or cat shall comply with the City ordinances relating to

vaccination, by vaccination receipt or a DVM's written or verbal acknowledgement for rabies vaccination.

- b) The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal or animal less than twelve (12) weeks.
6.
    - (a) The City shall keep in its custody and properly care for, licensed dogs and cats turned in by McLoud for a period of four (4) full days (96) hours, unless sooner redeemed by the owners thereof. Dogs and cats entered by McLoud whose owner is unknown (no license) shall be held for two (2) days (48) hours unless sooner redeemed by the owner thereof. Animals other than dogs, cats and livestock will be billed as required. Livestock will be held for ten (10) days (240 hours) unless sooner redeemed by the owner thereof. Holidays shall not be counted in the computation prior to disposal, but shall be counted for billing purposes. After the expiration of the required holding period, the City may dispose of the animals as the City sees fit. After the expiration of the required holding period, the City may dispose of all animals as the City sees fit, except for dogs and cats under the age of four (4) months.
    - (b) Those cats and dogs brought to the Shawnee Animal Shelter by McLoud that are under four (4) months of age shall be kept and cared for by the City for forty eight (48) hours. McLoud is required to pick up those animals not claimed or adopted after forty eight (48) hours and disposed of them at McLoud's expense and according to law. Should McLoud not pick up these animal after forty eight (48) hours, the City will bill McLoud \$30.00 per day for each day the animal remains at the shelter until picked by McLoud.
  7. The City agrees that it will provide proper food, water shelter, care and other humane treatment for such animals while they are in the City's possession until placed or otherwise disposed of by the City.
  8. The City agrees that it will provide access to the public in seeking lost or strayed animals during the hours scheduled in paragraph 4 above.
  9. The City and McLoud do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement, brought to the City by McLoud as follows, with payment made by McLoud to the City.
    - (a) Twenty dollars (\$20.00) per animal, per day, for dogs and cats licensed, tagged or with an unknown owner.
    - (b) Thirty (\$30.00) per animal for euthanazation
    - (c) Fifty dollars (\$50.00) per animal, per day, for livestock.
    - (d) Twenty dollars (\$20.00) per animal for incineration or disposal of dead animals.
    - (e) Ten Dollars (\$10.00) per day for feed and care of livestock.

10. McLoud shall purchase and supply to the City all animal entry forms or other required forms for animals.
11. The City shall collect and retain all reclamation/adoption and disposal fees and shall keep proper financial records to account for the same.
12. McLoud may have full information as to method, mean and manner of the operation, maintenance and management of the animal shelter during the terms of this Agreement, including inspection by appointment.
13. In the event the City is required to keep and maintain the animals delivered by McLoud in excess of the periods set out in paragraph 6 hereof, because of requirements of health officials, law enforcement requirements. McLoud or Court Order, McLoud agrees to pay the City the sum of thirty dollars (\$30.00) per day for any day the animal is kept and maintained in excess of the requirements set out in paragraph 6.
14. The City shall keep full and accurate records of all animals brought into the animal shelter and record of their final disposition. It shall individually identify a record of each animal received. A current copy of the above record shall be open to inspection by McLoud. McLoud shall be required to make every reasonable effort to notify the known owners of any animal.
15. McLoud will provide the City with complete copies of McLoud's Animal Control Ordinances and keep and maintain the same current at all times.
16. McLoud, upon delivery of animals to the Animal Shelter, shall unload the animals and shall fill out the property entry forms deemed applicable by the City prior to acceptance of any animal by the animal shelter, and upon signing same shall authorize the conditions as set out above. McLoud shall have no responsibility in the handling of the animals after acceptance to the animal shelter operated by the City.
17. McLoud hereby agrees that any loss resulting from the performance of this Agreement shall be borne by McLoud and further, McLoud hereby agrees to indemnify and hold forever harmless the City and any of its officers or employees from any and all claims for damages of any kind or nature whatsoever, which may hereinafter be made against the City of any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages.
18. It is hereby agreed that the City will not accept delivery of animals that are sick, injured, or unweaned dogs or cats. The City will accept from McLoud unweaned dogs and cats only with the nursing mother dog or cat also. However, under the requirements set out in paragraph 7, it will be the responsibility of McLoud to make proper arrangements to euthanize or adopt all unweaned dogs or cats.

19. On or about the 10<sup>th</sup> day of each month upon proper claim by the City to McCloud, McCloud shall pay all fees to which the City is entitled under this Agreement.
20. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice thereof to the offending party.
21. The terms of this Agreement shall be from the date of acceptance by the governing bodies of the City to the 30<sup>th</sup> day of June 2016. This Agreement may be renewed by the mutual consent of both parties, received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the upcoming fiscal year (July 1 through June 30). This Agreement may be renewed from year to year.
22. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF SHAWNEE, OKLAHOMA,  
A municipal corporation

\_\_\_\_\_  
JUSTIN ERICKSON,  
INTERIM CITY MANAGER

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

TOWN OF MCLLOUD, OKLAHOMA

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
MARY ANN KARNS, CITY ATTORNEY



**Regular Board of Commissioners**

**3.**

**Meeting Date:** 07/06/2015

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, J.D. Sample, Water Plant.

---

**Regular Board of Commissioners**

**4.**

**Meeting Date:** 07/06/2015

Qualls OMRF

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Zane Qualls.

---

**Regular Board of Commissioners**

**5.**

**Meeting Date:** 07/06/2015

OBU resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Consider a resolution to surplus a certain Shawnee Police Department Dispatch console and donate to the Oklahoma Baptist University Police Department.

---

Attachments

OBU Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION DECLARING A CERTAIN ITEM OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE DONATION OF SAID ITEM TO THE OKLAHOMA BAPTIST UNIVERSITY POLICE DEPARTMENT.

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

That the item of personal property is described as:

1. One (1) Dispatch Console (see attached Exhibit "A").

Said property is hereby declared a city owned item which is surplus and no longer needed for city purposes; that the City of Shawnee is authorized to donate this item to the Oklahoma Baptist University Police Department.

Dated this \_\_\_\_ day of July, 2015.

\_\_\_\_\_  
WES MAINORD, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the \_\_\_\_ day of July, 2015, by the City Attorney, Mary Ann Karns.

\_\_\_\_\_  
MARY ANN KARNS, CITY ATTORNEY

EXHIBIT "A"



**Regular Board of Commissioners**

**6.**

**Meeting Date:** 07/06/2015

GCTC Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Consider a resolution to surplus certain Shawnee Police Department Dispatch consoles and donate to the Gordon Cooper Technology Center.

---

Attachments

GCTC Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE DONATION OF SAID ITEMS TO THE GORDON COOPER TECHNOLOGY CENTER.

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

That the items of personal property are described as:

1. Two (2) Dispatch Consoles (see attached Exhibit "A").

Said property is hereby declared city owned items which are surplus and no longer needed for city purposes; that the City of Shawnee is authorized to donate these items to the Gordon Cooper Technology Center.

Dated this \_\_\_\_ day of July, 2015.

\_\_\_\_\_  
WES MAINORD, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the \_\_\_\_ day of July, 2015, by the City Attorney, Mary Ann Karns.

\_\_\_\_\_  
MARY ANN KARNS, CITY ATTORNEY

EXHIBIT "A"





**Regular Board of Commissioners**

7.

**Meeting Date:** 07/06/2015

Fire run

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Discussion, consideration and possible action to approve a resolution concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits.

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Attachments

Fire run memo

Fire run res

# CITY OF SHAWNEE

## FIRE DEPARTMENT



### ADMINISTRATION

Dru Tischer, Interim Fire Chief  
405-878-1538

16 West Ninth  
Shawnee, Oklahoma 74802  
405-878-1556 • Fax 405-878-1618

DATE: June 25, 2015  
TO: Mayor, Vice Mayor, City Commissioners  
FROM: Dru Tischer, Interim Fire Chief  
SUBJECT: Fire Run Fees Outside the City Limits

In follow-up to the discussion during the April 6, 2015 commission meeting, our department is now prepared to update the hourly rate charged for fire apparatus in the municipal code from \$100 per/hr per apparatus to 1/1000 of the actual cost of the apparatus. As we discussed, this is a recommended method listed in a research paper on "User Fees for Firefighting" published by the University of Vermont. This method provides defensible criteria for apparatus usage rates that will stay current with increasing future costs. Using this method, the rates for our current apparatus would be the following:

Apparatus	Cost/hr
1989 FMC Pumper (Engine 1)	\$200.00
1997 Pierce Pumper (E2)	\$275.00
2002 Fire Prevention Vehicle (FP2)	\$28.00
2003 Reserve Brush Pumper (BP4)	\$62.50
2004 Command SUV (C2)	\$36.00
2004 EONE Quint (L1)	\$449.69
2006 Fire Prevention Vehicle (FP1)	\$28.00
2008 EONE Pumper / Tanker (E3)	\$350.00
2008 First Due Brush Pumper (BP1)	\$62.50
2009 Command SUV (C1)	\$36.00
2010 Command SUV (C6)	\$36.00
2011 Ford F350 (Weis) Brush Pumper (BP3)	\$91.50
2011 Training Truck (T1)	\$36.00
2013 Ford F350 (Weis) Brush Pumper (BP2)	\$91.50
2013 International CBRNE Trailer Tow Veh (HM1)	\$101.29
2015 Pierce Encore Rescue (S1)	\$259.71

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE,  
OKLAHOMA, SETTING FEES FOR FIRE SERVICE OUTSIDE THE CITY LIMITS.**

**Whereas**, the City of Shawnee provides fire service to residents outside the limits of the City of Shawnee; and

**Whereas**, the City of Shawnee charges a fee for that service; and

**Whereas**, the amount charged for the service is less than the cost to the City; and

**Whereas**, a study of standard practices in the industry has been conducted by the Fire Chief; and

**Whereas**, the Mayor and City Commissioners find that the fees recommended by the Fire Chief are reasonable; and

**Whereas**, Chapter 13 of the Shawnee Municipal Code sets out that those fees are to be determined by the Mayor and Commissioners in the form of a resolution:

**Now, therefore, the Mayor and Commissioners adopt this resolution to determine the fee for hourly use of city equipment outside the city limits be computed at 1/1000 of the actual cost of the equipment per hour.**

**PASSED AND APPROVED** this 6th day of July, 2015.

\_\_\_\_\_  
WES MAINORD, MAYOR

**ATTEST:**

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK  
(SEAL)

Approved as to form and legality this 6<sup>th</sup> day of July, 2015

\_\_\_\_\_  
Mary Ann Karns, City Attorney

**Regular Board of Commissioners**

**8.**

**Meeting Date:** 07/06/2015

Hazard Mitigation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Presentation, consideration, and possible action on a resolution adopting the Multi-Jurisdiction a Hazard Mitigation Plan.

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Attachments

Hazard Mitigation

# City of Shawnee Memorandum

**To:** Honorable Mayor and City Commissioners  
**Through:** Justin Erickson, City Manager  
**From:** Donald D. Lynch, Emergency Management Director *D. L.*  
**Date:** June 30, 2015  
**Re:** Adoption of the Hazard Mitigation Plan



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## *NATURE OF THE REQUEST:*

I am writing to request your approval on the attached resolution adopting the Multi-Jurisdictional Hazard Mitigation Plan for Pottawatomie County.

## *STAFF ANALYSIS /CONSIDERATIONS:*

Hazard mitigation reduces or eliminates the loss of life and property from disasters. Section 409 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act is the impetus for state and local governments to evaluate and mitigate hazards as a condition of receiving Federal assistance. A major component of the law is development of a hazard mitigation plan.

The local mitigation plan is the representation of the jurisdiction's commitment to reduce risks and serves as a guide for decision-makers as they commit resources to reduce the effects of all hazards affecting the jurisdiction.

Pursuant to a hazard mitigation planning grant received by the Pottawatomie Board of County Commissioners, a planning team has developed a multi-jurisdictional draft plan according to the process outlined in the law and Federal regulations, and submitted the draft to the State of Oklahoma and on to the Federal Emergency Management Agency (FEMA) for approval.

FEMA has approved the draft pending adoption by the jurisdictions in Pottawatomie County.

## *RECOMMENDATION:*

Staff recommends approval of the resolution.

*BUDGET CONSIDERATION:*

Adoption of a hazard mitigation plan is required as a first step in obtaining Federal pre-disaster mitigation funds for any projects the City desires to undertake.

Actions proposed in the plan are subject to and contingent upon budget approval by the City Commission. Adoption of the resolution shall not be interpreted so as to mandate any such appropriations.

Thank you for your favorable attention to this request.

**RESOLUTION**  
**City of Shawnee, Oklahoma**

Resolution Number \_\_\_\_\_

**RESOLUTION OF THE CITY OF SHAWNEE ADOPTING THE POTTAWATOMIE COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA.**

**WHEREAS**, the Multi-Jurisdiction Hazard Mitigation Plan is presented in fulfillment of requirements of the Hazard Mitigation Grant Program as outlined by the Federal Emergency Management Agency (FEMA) according to Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C.4154, enacted under Sec 104 the Disaster Mitigation Act of 2000, (DMA 2000) P.L. 106-390, and;

**WHEREAS**, the purpose of this Plan is to provide guidance for the County and participating jurisdictions, including the City of Shawnee, hazard mitigation activities for the next five years and to ensure that the City of Shawnee and the other partners implement activities that are most effective and appropriate for mitigating natural hazards events,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE;**

That this Hazard Mitigation Plan for Shawnee, under the multi-jurisdictional planning participation and adoption process, presented in realization of requirements of the Federal Emergency Management Agency, according to the sections cited above, is hereby approved and adopted.

**APPROVED** this 6th day of July, 2015.

\_\_\_\_\_  
Wes Mainord, Mayor

ATTEST:

\_\_\_\_\_  
Phyllis Loftis, CMC, City Clerk

Approved as to form and legality this 6<sup>th</sup> day of July, 2015 \_\_\_\_\_

Mary Ann Karns  
City Attorney

**Regular Board of Commissioners**

**9.**

**Meeting Date:** 07/06/2015

CM Report

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

City Manager Report

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**Regular Board of Commissioners**

**11. a.**

**Meeting Date:** 07/06/2015

Tischer burn training

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Live Burn Training – Dru Tischer, Interim Fire Chief

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**Regular Board of Commissioners**

**13.**

**Meeting Date:** 07/06/2015

Executive Session 911

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider an Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

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**Regular Board of Commissioners**

**14.**

**Meeting Date:** 07/06/2015

Consider ES 911

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

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