

AGENDA
BOARD OF CITY COMMISSIONERS
July 20, 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. Minutes from the July 6, 2015 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for June 2015
 - Project Payment Report for June 2015
 - Shawnee Urban Renewal Authority Minutes from June 2, 2015
 - Shawnee Beautification Committee Minutes from January 8, 2015
 - Shawnee Civic and Cultural Development Authority Minutes from May 21, 2015
 - c. Lake Lease Transfer:

TRANSFER:

 - Lot 6 Coffman Tract, 15305 Perry Rd.
From: Wayne and Barbara O'Berg
To: Brian and Shelly Cornish
 - d. Budget Amendment – General Fund
To adjust the budget for the remaining money for the Shelter Reimbursement Grant
 - e. Budget Amendment – 2014 CDBG Entitlement Grant Fund
Allocate remaining 2014-2015 grant funds for Community Development Block Grant for new fiscal year
 - f. Approve Agreement with Pottawatomie County to use \$120,000.00 of county sales tax funds towards purchase of 2015 Pierce Rescue Pumper for Fire Department.
 - g. Acknowledge Workers Compensation Settlement - Daniel Hill.
 - h. Approve Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.

- i. Approve renewal of existing contract with changes and approved by the Commission for FY 2015-2016:

- (1) Governmental Services contract with the Shawnee Civic and Cultural Development Authority.

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

- (1) Animal shelter facility agreement with Town of McLoud (*tabled from July 6, 2015 City Commission meeting*).

- 2. Citizens Participation

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

- 3. Mayor's Proclamation:

- "Crossroads Head Start Day"
 - August 3, 2015

- 4. Consideration of a resolution honoring Judge Robert H. Jones for his service, naming him "Judge Emeritus" and naming the Courtroom in his honor."

- 5. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Charles Huff.

- 6. A public hearing and consideration of approving an ordinance to close to the public Kimberly Street located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16, Remington Beard Addition (SE ¼ Section 17, T10N, R4E, 1M). Applicant: Housing Authority of the Sac & Fox Nation.

- 7. 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 15, 2015 City Commission meeting.*)

- 8. Acknowledge Sales Tax Report received July 2015.

- 9. New Business

- (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

- 10. Administrative Reports

- a. Parks Master Plan – James Bryce, Director of Operations

- 11. Commissioners Comments

- 12. Consider going into executive session for the purpose of interviewing candidates for the position of Municipal Judge, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a Municipal Judge.

13. Consideration and possible action on matters discussed in executive session for the purpose of interviewing candidates for the position of Municipal Judge, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a Municipal Judge.
14. 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. a.

Meeting Date: 07/20/2015

CC Minutes 07-06-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the July 6, 2015 regular meeting.

Attachments

CC Minutes 07-06-2015

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JULY 6, 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, July 6, 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

Absent
Commissioner Ward 3-Vice Mayor

Keith Hall
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Micheal Dykstra
Commissioner Ward 6

ABSENT: James Harrod

INVOCATION

Lord's Prayer

FLAG SALUTE

Led by Commissioner Hall

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

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. Approve 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.

Commissioner Shaw asked that Agenda Item No. 1(c, d, g & i) be pulled for separate consideration.

Regarding Agenda Item No. 1(c), Commissioner Shaw asked if it was appropriate to approve since it is past the date listed on the Memorandum of Understanding (July 1, 2015). City Attorney Mary Ann Karns advised that since nothing had been done between the parties since the July 1st date, it would fine.

Regarding Agenda Item No. 1(d), Commissioner Shaw asked several questions regarding workers compensation cases. She also inquired about the number of workers compensation cases filed and if new employees are receiving adequate training. She requested information showing a three-year trend for workers compensation cases.

Regarding Agenda Item No. 1(g), Commissioner Shaw asked if any existing vehicles were to be replaced by the purchase of these four vehicles. She further asked how many Sport Utility Vehicles are currently used by the Police Department. Commissioner Dykstra inquired about the cost of the vehicles in comparison to sedans. Police Chief Russell Frantz responded to Commissioner Shaw's and Commissioner Dykstra's questions and will provide the requested information.

Regarding Agenda Item No. 1(i), Commissioner Shaw asked if the City had the capacity to house the additional animals that the Town of McLoud brings. She questioned if the City had any costs associated with veterinary bills for the

animals. Police Chief Russell Frantz responded to Commissioner Shaw's question. Commissioner Shaw requested that this item be tabled until additional information is received.

A motion was made by Commissioner Dykstra, seconded by Commissioner Agee, to approve the Consent Agenda Items No. 1(a-h), and that Item No. 1(i) be tabled. Motion carried 5-0.

AYE: Dykstra, Agee, Mainord, Hall, Shaw

NAY: None

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

Mr. Ron Besse expressed concerns regarding the vacancy of the Ward 1 Commissioner seat. Mr. Besse questioned Commissioner Agee, Commissioner Shaw and Commissioner Dykstra as to why they oppose an appointment to the unoccupied seat.

AGENDA ITEM NO. 3: Presentation by City Manager to Employee of the Month, J.D. Sample, Water Plant.

Mr. J.D. Sample was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4: Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Zane Qualls.

Commissioner Shaw questioned whether the lump sum payment had been budgeted. Cindy Sementelli, Finance Director, and Tammy Johnson, Human Resources Director, explained to Commissioner Shaw how retirement funds are accrued and disbursed and that there is no budget impact.

A motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to approve an Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Zane Qualls. Motion carried 5-0.

AYE: Dykstra, Hall, Shaw, Agee, Mainord

NAY: None

AGENDA ITEM NO. 5:

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

Commissioner Shaw asked if the equipment is offered to other City departments to see if they can utilize the equipment prior to the decision to donate the items to other agencies. Police Chief Russell Frantz explained that this is specialized equipment which has limited use within the City.

Resolution No. 6495 was introduced.

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.

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to approve a resolution to surplus a certain Shawnee Police Department Dispatch console and donate to the Oklahoma Baptist University Police Department. Motion carried 5-0.

AYE: Shaw, Dykstra, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 6:

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

Resolution No. 6496 was introduced.

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 GORDON COOPER TECHNOLOGY CENTER.

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve a resolution to surplus a certain Shawnee Police Department Dispatch console and donate to the Gordon Cooper Technology Center. Motion carried 5-0.

AYE: Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

AGENDA ITEM NO. 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.

Commissioner Shaw asked if the cost was original market value or a depreciated cost. Commissioner Shaw stated she has concerns the cost is not a true reflection of the actual value of the vehicle.

Resolution No. 6497 was introduced.

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

A motion was made by Commissioner Hall, seconded by Commissioner Dykstra, to approve a resolution concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits. Motion carried 4-1.

AYE: Hall, Dykstra, Agee, Mainord

NAY: Shaw

AGENDA ITEM NO. 8: Presentation, consideration, and possible action on a resolution adopting the Multi-Jurisdiction a Hazard Mitigation Plan.

Emergency Management Director, Don Lynch gave a PowerPoint presentation introducing the Hazard Mitigation Plan.

Resolution No. 6498 was introduced.

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

A motion was made by Commissioner Dykstra, seconded by Commissioner Agee, to approve a resolution adopting the Multi-Jurisdiction a Hazard Mitigation Plan. Motion carried 5-0.

AYE: Dykstra, Agee, Mainord, Hall, Shaw

NAY: None

AGENDA ITEM NO. 9:

City Manager Report

City Manager Justin Erickson reported on the following:

- Shawnee Splash has had over 10,000 people visit since its opening. He reported that the Avedis Foundation provided a \$25,000.00 grant to allow participants to visit the pool for \$1.00 each Wednesday. He also stated that over \$56,000.00 had been raised in entry fees and season passes so far this year.
- The Splash Pad at Boy Scout Park has officially opened.
- Mr. Erickson stated that the International Finals Youth Rodeo (IFYR) is now going on and will run through this week.
- In reference to the possible opening of key intersections on Kickapoo Street in time for the rodeo (that were mentioned during the June 15, 2015 meeting), he reported that a meeting was held with the Oklahoma Department of Transportation (ODOT), which revealed that the opening of those intersections are not feasible at this time.

AGENDA ITEM NO. 10:

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. 11:

Administrative Reports

- a. Live Burn Training – Dru Tischer, Interim Fire Chief

Interim Fire Chief Dru Tischer reported on the Live Burning Training that took place June 16 – 18, 2015. Chief Tischer provided pictures and videos of the training event. He stressed the value of such training and thanked everyone that helped to make the training possible.

AGENDA ITEM NO. 12:

Commissioners Comments

Commissioner Hall thanked the Avedis Foundation for sponsoring dollar days at the Municipal Pool and noted the sidewalks on Bryan Street were looking good.

Mayor Mainord stated that he has visited Shawnee Splash and everyone seemed to be having a good time.

Commissioner Agee thanked the Veterans for the Fourth of July parade and celebration.

Commissioner Shaw said that the parks are looking good and stated it was fortunate that we have the luxury of having so many parks in the City.

Commissioner Dykstra commented on the mowing after the recent rains, noting that the Parks Department was doing a great job keeping the City looking good.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:41 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:55 P.M.)

AGENDA ITEM NO. 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).

A motion was made by Commissioner Dykstra, seconded by Commissioner Agee, to enter into 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). Motion carried 5-0.

AYE: Dykstra, Agee, Mainord, Hall, Shaw
NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:55 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:13 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 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).

No action was taken.

AGENDA ITEM NO. 15: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:14 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1. b.

Meeting Date: 07/20/2015

Acknowledge Rpts & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for June 2015
 - Project Payment Report for June 2015
 - Shawnee Urban Renewal Authority Minutes from June 2, 2015
 - Shawnee Beautification Committee Minutes from January 8, 2015
 - Shawnee Civic and Cultural Development Authority Minutes from May 21, 2015
-

Attachments

License Rpt 06-2015

Project Pymt Rpt 06-2015

SURA Minutes 06-02-2015

Beautification Minutes 01-08-2015

Expo Minutes 05-21-2015

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION				TOTAL PAI
			PENALTY	TAX	INTEREST		
ALARM	BURGLAR/FIRE ALARM LICENSE	6	150.00CR				150.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	17	255.00CR				255.00
AUCD	AUCTION LICENSE FEE ONE DAY	1	10.00CR				10.00
BEER1	BEER CONSUMPTION ON PREMISE	1	20.00CR				20.00
BOATDAILY	BOATING DAILY FEE	1	7.00CR				7.00
BOATREG	BOAT REGULAR PERMIT	81	2,106.00CR				2,106.00
CONCD	CONCESSION STAND DAILY LICENSE	1	2.50CR				2.50
CONCE	CONCESSION STAND EVENT FEE	1	7.50CR				7.50
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR				75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	2	200.00CR				200.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	11	825.00CR				825.00
FISHANNUAL	FISHING ANNUAL FEE	33	495.00CR				495.00
FISHDAILY	FISHING DAILY FEE	2	6.00CR				6.00
HUNT2	MIGRATORY FOWL	1	8.00CR				8.00
LAKEINSP	LAKE LEASE INSPECTION	4	300.00CR				300.00
LAKELEASE	LAKE LEASE	13	6,844.94CR				6,844.94
LAKEXFER	LAKE LEASE TRANSFER FEE	1	1,000.00CR				1,000.00
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	1	600.00CR				600.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR				300.00
MECH2	MECHANICAL CONTRACTOR RENEW	9	675.00CR				675.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR				900.00
PLUM2	PLUMBING CONTRACTOR RENEW	4	300.00CR				300.00
REFUND	REFUND	1	424.06CR				424.06
RESAL	RESIDENTIAL SALE	196	1,960.00CR				1,960.00
SOLID	SOLICITOR DAILY LICENSE	1	3.00CR				3.00
TAXIBR	VEHICLE FOR HIRE RENEWAL	1	50.00CR				50.00
TAXIDR	TAXI DRIVER RENEAL FEE	2	50.00CR				50.00
TOTAL			17,574.00CR				17,574.00

07/08/2015 2:38 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 6/01/2015 TO 6/30/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	348.00CR
001-4202	BUILDING PERMITS	5,018.00CR
001-4203	PLUMBING PERMITS	900.00CR
001-4204	ELECTRICAL PERMITS	100.00CR
001-4205	ZONING PERMITS & APPLICATIONS	100.00CR
001-4206	HEATING & A/C PERMITS	1,410.00CR
001-4249	OTHER PERMITS	550.00CR
001-4822	OTHER MISC. REVENUE	43.50CR
101-4249	OTHER PERMITS	225.00CR
501-4510	WATER TAPS	900.00CR
799-1023	BANCFIRST GENERAL	9,594.50

07/08/2015 2:38 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 6/01/2015 TO 6/30/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	4,206.56CR
B2-ADD	BUILDING CONSTRUCTION ADD	1,185.48CR
B3-REMODEL	BUILDING CONSTRUCTION REM	393.46CR
B4-CARPORT	BUILDING CARPORT	59.00CR
B4-SHELTER	BUILDING SHELTER	501.50CR
B4-STORAGE	BUILDING STORAGE SHED	29.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	122.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,527.00CR
P2-ADD	PLUMBING ADDITION	24.50CR
P3-REMODEL	PLUMBING REMODEL	620.00CR
UNAPPLIED	UNAPPLIED CREDITS	50.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	150.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	75.00CR
X-DEMO	DEMOLITION PERMIT	150.00CR
X-SIGN	SIGN PERMIT	100.00CR
Z-OCCUP	OCCUPANCY PERMIT	300.00CR
Z-SIGNFOR	ZONING SIGN FORFEIT	100.00CR
TOTAL		9,594.50CR

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF JUNE 2, 2015

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, June 2, 2015 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Ron Henderson called the meeting to order at 9:05 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

	Chairman	Ron Henderson
	Commissioner	Monte Cockings
	Commissioner	Larry Gill
Absent:	Commissioner	Tiffany Barrett
	Commissioner	Wayne Jackson

Also present:

Bryan Logan, CDBG Coordinator/Rehab Specialist, SURA
Elaine Shrum, Administrative Specialist, SURA
Karen Drain, Secretary, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of May 5, 2015 was made by **Commissioner Cockings**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

VOTING YES: Henderson, Cockings, and Gill

VOTING NO: None

AGENDA ITEM NO. 4

APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 28,451.09 was made by **Commissioner Cockings**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

VOTING YES: Henderson, Cockings and Gill

VOTING NO: None

**AGENDA ITEM NO. 5
REQUEST FOR APPROVAL:**

Subordination Agreement: EA, Dean & Michelle Ferdig, 326 N. Aydelotte

Bryan Logan, CDBG Coordinator/Rehab Specialist reported that this Emergency Assistance project was completed in August 2012, and will be released in August 2017 as long as the Ferdigs are still living there. They are re-financing their home and do not plan to move out. The bank would like the SURA mortgage to go to 2nd place. SURA will not lose any money.

A motion to approve the request was made by **Commissioner Gill**, seconded by **Commissioner Cockings**. Motion carried with no abstentions

VOTING YES: Henderson, Cockings and Gill
VOTING NO: None

**AGENDA ITEM NO. 6.
REQUEST FOR ASSISTANCE:**

Bryan Logan, CDBG Coordinator/Rehab Specialist reported on the following request for assistance:

- a) Emergency Assistance: Kane McElfresh, 23 W. Pulaski

Mr. McElfresh is 29 years old and lives with his girlfriend and 2 children. He has owned his home 5 years and is income qualified. There has been a fire in the home and it needs an electrical re-wire.

A motion to approve the request for assistance was made by **Commissioner Cockings**, seconded by **Commissioner Gill**. Motion carried with no abstentions

VOTING YES: Henderson, Cockings and Gill
VOTING NO: None

**AGENDA ITEM NO. 7
UPDATE ON BID OPENINGS:**

Bryan Logan, CDBG Coordinator/Rehab Specialist addressed the following results:

- a) Emergency Assistance: Judith Davis, 510 E. Anna
Cost Estimate: \$ 10,300.00

5 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 10,550.00
Unlimited Design	9,575.00
Kingworks	11,230.00
Statewide	12,866.00
OPES	15,730.00

Bid Awarded to: Unlimited Design Custom Homes

- b) Home Repair: Geraldine Pryor, 1001 N. Broadway
Cost Estimate: \$ 8,900.00

5 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 11,682.00
Unlimited Design	9,825.00
Kingworks	10,750.00
A/C Doctors	9,900.00
OPES	14,600.00

Bid Awarded to: Unlimited Design Custom Homes

**AGENDA ITEM NO. 8
OLD BUSINESS:**

There was no Old Business.

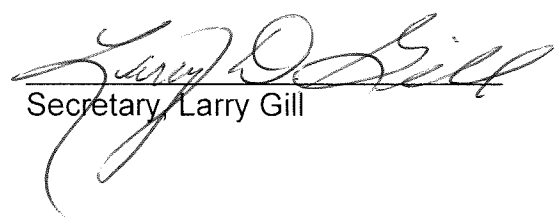
**AGENDA ITEM NO. 9
NEW BUSINESS:**

There was no New Business

**AGENDA ITEM NO. 10
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:15 a.m. was made by **Commissioner Cockings** seconded by **Commissioner Gill**. Motion carried with no abstentions.

VOTING YES: Henderson, Cockings and Gill
VOTING NO: None


Secretary Larry Gill


Chairman, Ron Henderson

Mayor
WES MAINORD



The City of Shawnee
PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581
www.ShawneeOK.org

Commissioners
GARY VOGEL
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

Minutes
Shawnee Beautification Committee
JANUARY 8, 2015
The Shawnee Beautification Committee met in the EOC Room
The meeting was called to order at 4:00 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Robert Cash, Chairman	<u> X </u>	<u> </u>
Member	Nancy Ford	<u> </u>	<u> X </u>
Member	Janet Turner	<u> X </u>	<u> </u>
Member	Debi Renegar	<u> X </u>	<u> </u>
Member	Joe Harbeson	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>
City Staff	Geoff Garner	<u> </u>	<u> X </u>
City Staff	Justin Debruin	<u> X </u>	<u> </u>
City Staff	Jimmy Longest	<u> X </u>	<u> </u>

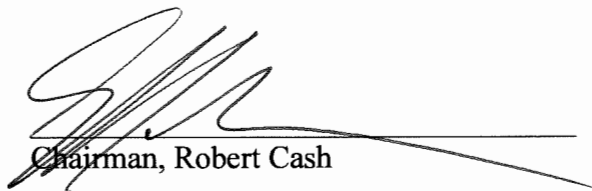
AGENDA NO 2 **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

AGENDA NO 3 **Approved Minutes for SEPTEMBER 2014.** The minutes for SEPTEMBER 2014 were approved with a motion made by Debi Renegar and 2nd by Janet Turner. The motion carried unanimously.

AGENDA NO 4. **Discussion on New Calendar schedule for 2015. (Geoff Garner)** The new calendar schedule for 2015 has been approved.

AGENDA NO 5 **Discussion on ideas to clean up Shawnee Creek this winter. (Nancy Ford)** Deferred until Nancy Ford is Present.

- AGENDA NO 6** **Discussion on Beautification Awards and signs for this half of the year. (Janet Turner)** Robert Cash passed out door hanger signs for Beautification members to pass out and recognize beautification efforts when they feel the need to do so.
- AGENDA NO 7** **Discussion on finding a new member for the committee. Linda Malley resigned. (Robert Cash)** The group agreed that no one knew of anyone to recommend at this time.
- AGENDA NO 8** **Discussion on fall cleanup along both sides of I-40 from east of Harrison to west of Kickapoo. (Robert Cash)** Jimmy Longest stated that the cleanup crew is currently working with the Water Department at this time but will be available for this area by fall.
- AGENDA NO 9** **Update on repairs to the white rail fence along I-40. (Robert Cash)** Jimmy Longest gave update that the fence had recently been repaired but has since been damaged again by a car hitting it. He stated that it would be repaired again soon.
- AGENDA NO 10** **Discussion of recommendations for the right of way areas to be treated for weeds next spring. (Robert Cash)** Jimmy Longest advised that he would talk to Geoff Garner about a spray schedule for next spring. Spray times will depend on the weather and manpower.
- AGENDA NO 11** **Discussion and advisement of April 11, 2015 being Trash Off Day for the City of Shawnee. (Geoff Garner)** Robert Cash suggested the date be changed to April 18, 2015 to coincide with the OBU Service Day. The group agreed unanimously.
- AGENDA NO 12** **Old Business.** No Old Business.
- AGENDA NO 13** **New Business.** No New Business.
- AGENDA NO 14** **Comments.** None
- AGENDA NO 15** **Adjournment.** Committee adjourned at 5:05 pm


Chairman, Robert Cash

7-10-15
Date

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
MAY 21, 2015
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, MAY 21, 2015 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 5/15/2015 AT 3:08 PM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:40 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
MRS. SUSAN HAVENS
MS. RACHEL MONROE
MR. JUSTIN ERICSON
MR. TIM BARRICK
MS. RACHEL MONROE - LATE ARRIVAL

TRUSTEES ABSENT: MR. KARL KOZEL
MR. CASEY BELL

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; MIKE MCCORMICK ; AND MIKE CLOVER OF STUART & CLOVER, SHELLY WELCH OF FINLEY & COOK, AND CHRISTINE FRANK OF YSI .

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF MINUTES FROM MARCH SC&CDA MEETING.

THE MOTION MADE BY TRUSTEE HAVENS, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MINUTES AS PRESENTED FOR THE MARCH 2015 MEETING. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, ERICSON
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE HAVENS TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED, MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MONROE, ERICSON
NAY: NONE
ABSTAIN

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE ERICSON, SECONDED BY TRUSTEE MONROE TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, HAYENS, BARRICK, MONROE, ERICSON
NAY: NONE
ABSTAIN

		General Claims	
A.	Grimsley's		\$1,404.94
B.	Fuelman		\$913.77
C.	OG&E		\$22,878.99
D.	Bankers Credit Card		\$2,041.24
E.	Bankers Credit Card		\$1,018.50
F.	Arvest		\$502.69
G.	Arvest		\$625.11
H.	City of Shawnee- Surcharge		\$830.00
I.	City of Shawnee		\$893.65
J.	ONG		\$1,136.39

Add On's

General:

A.	Constellation Energy	\$850.50
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AGENDA ITEM NO.8

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE MONROE, SECONDED BY TRUSTEE ERICSON THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, HAYENS, BARRICK, MONROE, ERICSON
NAY:
ABSTAIN:

Special Claims

A.	Mike McCormick	\$300.00
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Add On's Cont.

Special:

A..	Heartland Horse Trader	\$400.00
B.	All Around Publishing	\$312.50
C.	Cowboy Times	\$650.00

D.	Roping Pen	\$480.00
E.	Western Sports Publishing	\$1,313.00
F.	Extreme Team News	\$200.00
G.	Lee Woodside	\$48.00
H.	Vann & Associates	\$2,050.00

AGENDA ITEM NO.9

APPROVAL OF SHAVINGS CLAIMS

A.	Xylo of Ok	\$4,558.40
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AGENDA ITEM NO. 10

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON GOVERNMENTAL SERVICE CONTRACT BETWEEN SC&CDA AND THE CITY OF SHAWNEE.

NO ACTION TAKEN - TABLED

AGENDA ITEM NO. 11

IFYR UPDATE

RODEO IS ROLLING FORWARD AS PLANNED, STOCK, PERSONNEL, TRADESHOW, ONLINE ENTRIES ETC.

AGENDA ITEM NO. 12-16

COMMITTEE REPORTS, ADMINISTRATION REPORTS, OLD BUSINESS, NEW BUSINESS, PUBLIC & TRUSTEE COMMENTS.

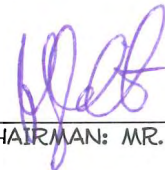
NONE

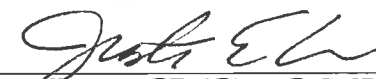
AGENDA ITEM NO.17

ADJOURNMENT

THE MOTION MADE BY TRUSTEE HAVENS, SECONDED BY TRUSTEE BARRICK TO ADJOURN THE MEETING. - MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MONROE, ERICSON
 NAY:
 ABSTAIN:


 CHAIRMAN: MR. RANDY GILBERT


 INTERIM SECRETARY: MR. JUSTIN ERICSON

Regular Board of Commissioners

1. c.

Meeting Date: 07/20/2015

Lake Transfer

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

• Lot 6 Coffman Tract, 15305 Perry Rd.

From: Wayne and Barbara O'Berg

To: Brian and Shelly Cornish

Attachments

Lake Lease Cornish



City of Shawnee
Community Development Department
 222 N. Broadway
 Shawnee, OK 74801
 (405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

**SHAWNEE TWIN LAKES CABIN SITE LEASES
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	07/08/2015	License No. #027380
Type	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer	
Commission Meeting Date	JULY 20 th , 2015	
Property Address	15305 PERRY RD	
Lake Site Location	LOT 6 COFFMAN TRACT	
Lease Dates	07/20/2015 – 07/19/2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	BRIAN & SHELLY CORNISH	
Address	2908 PIPER LN. CHOCTAW, OK 73020	
Phone	405-640-7372	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	WAYNE & BARBARA O'BERG	
Address	PO BOX 1070 BETHANY, OK 73008	
Phone	405-787-8111	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 01-22-2018)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	01-22-2013	
Misc. Comments	<p style="text-align: right;">Total Charges Paid: \$1,662.00</p>	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 027380**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 20th, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

BRIAN CORNISH
of 2908 PIPER LN. CHOCTAW OK 73020 ,
SHELLY CORNISH
of 2908 PIPER LN. CHOCTAW OK 73020,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 662.00** dollars for **2015**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15305 PERRY RD
LOT 6 COFFMAN TRACT**

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

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 rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

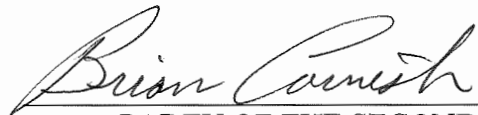
BY: _____

MAYOR

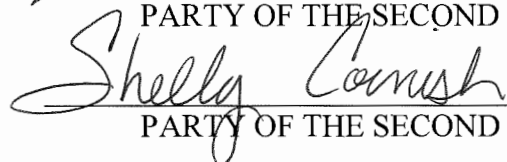
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

Regular Board of Commissioners

1. d.

Meeting Date: 07/20/2015

Budget Amd General Fund

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – General Fund

To adjust the budget for the remaining money for the Shelter Reimbursement Grant

Attachments

Budget Amd General

Regular Board of Commissioners

1. e.

Meeting Date: 07/20/2015

Budget Amd CDBG Fund

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – 2014 CDBG Entitlement Grant Fund

Allocate remaining 2014-2015 grant funds for Community Development Block Grant for new fiscal year

Attachments

Budget Amd CDBG

Regular Board of Commissioners

1. f.

Meeting Date: 07/20/2015

FD County Money

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Agreement with Pottawatomie County to use \$120,000.00 of county sales tax funds towards purchase of 2015 Pierce Rescue Pumper for Fire Department.

Attachments

FD County Memo

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: July 13, 2015
TO: Mayor, Vice Mayor, City Commissioners
FROM: Dru Tischer, Interim Fire Chief
SUBJECT: Request approval of agreement with Pottawatomie County for use of County Sales Tax funds

I am respectfully requesting approval of the attached agreement between the City of Shawnee and the Board of County Commissioners of Pottawatomie County to allow use of up to \$120,000 from our County Sales Tax Fund toward the \$615,144.13 total purchase cost of the 2015 Pierce Rescue Pumper (replacement Engine 3) that was ordered in December of 2014. This apparatus is scheduled for delivery in late November of 2015.

AGREEMENT _____

AGREEMENT BETWEEN THE CITY OF SHAWNEE, OKLAHOMA AND THE BOARD OF COUNTY COMMISSIONERS OF POTTAWATOMIE COUNTY, OKLAHOMA DESIGNATING THE JOINT PARTNERSHIP AND EFFORT TO PURCHASE A RESCUE/PUMPER APPARATUS FOR THE CITY OF SHAWNEE TO ENHANCE FIRE PROTECTION IN POTTAWATOMIE COUNTY AS DEFINED HEREIN.

WHEREAS, the Board of County Commissioners of Pottawatomie County through the Fire Department Sales Tax Account has funds available to enhance Fire Protection in Pottawatomie County; and

WHEREAS, the City of Shawnee wishes to purchase a new Rescue/Pumper Apparatus to improve fire protection and rescue services in the City of Shawnee and Pottawatomie County area.

NOW THEREFORE, BE IT RESOLVED BY BOTH THE COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF COUNTY COMMISSIONERS OF POTTAWATOMIE COUNTY, OKLAHOMA DEFINING EACH PARTIES FUNCTION/S OF THE PROPOSED PROJECT AS AGREED UPON HEREIN:

1. The City of Shawnee will provide apparatus specifications.
2. The City of Shawnee will select apparatus per specifications on HGAC program.
3. The City of Shawnee will submit a requisition to Pottawatomie County Fire and Safety Committee to receive a purchase order for the amount of \$ 120,000.00 through the Pottawatomie County Sales Tax Account.
4. The City of Shawnee will submit their Purchase Order and related document of purchase through the HGAC program showing their committed match of payment of Rescue/Pumper apparatus.
5. The new Rescue/Pumper apparatus will be the property of the City of Shawnee.

Approved and adopted this _____ day of _____, 2015.

CITY OF SHAWNEE

ATTEST:

_____, City Clerk

Approved by City of Shawnee Legal Council on
this _____ day of _____, 2015

(SEAL)

Approved and adopted this 29th day of June, 2015.

Melissa Dennis
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
OF POTTAWATOMIE COUNTY

ATTEST:

Deshae Flowers, County Clerk

James M. Daniel
Approved by Pottawatomie County District
Attorney this 29th day of, June, 2015



Regular Board of Commissioners

1. g.

Meeting Date: 07/20/2015

WCC Hill

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Workers Compensation Settlement - Daniel Hill.

Attachments

WCC Hill

Mayor
WES MAINORD



The City of Shawnee

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

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: 7/7/2015

Employee Name: Daniel Hill

Date of Hire: 4/23/2009

Injury Date: 12/31/2011

Position Held at Time of Injury: Police Officer

Type of Injury: Lumbar Spine

Amount of Order: \$ 32,300

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
- \$ 242.25 Safety Fund Tax (.75%)
- \$ 646.00 Workers' Compensation Administration Fund Fee (2%)

Regular Board of Commissioners

1. h.

Meeting Date: 07/20/2015

DA Victims MOU

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.

Attachments

DA MOU Memo

DA MOU



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



TO : Justin Erickson, City Manager

CC : Mayor and City Commissioners

FROM : Chief Russell Frantz

SUBJECT : MOU with DA Office

DATE : 14 July 2015

This is our yearly MOU agreement to assist the District Attorney's office with the *STOP Violence Against Women Grant program*. It does not require any funds from the City but asks us to help support victims of violence. We have had this MOU for a number of years.

MEMORANDUM OF UNDERSTANDING

STOP Violence Against Women Grant

This Memorandum of Understanding is entered into between District Attorney's Office, 23rd Judicial District and Shawnee Police Department. The purpose of this understanding is to set forth the agreements of operations for services to victims of domestic violence and sexual assault in Shawnee, Pottawatomie County, Oklahoma, and District 23.

This MOU covers the period of January 1, 2016 to December 31, 2016. Pursuant to this agreement each party shall perform in like manner according to the requirements listed below.

Shawnee Police Department shall:

1. Have a police officer available 24 hours per day, 365 days per year as needed to assist victims with emotional, physical, and psychological recovery needs.
2. For rape victims, be available to assist with the completion of a rape kit for use as evidence in prosecutorial circumstances. The police officer will explain to the victims the steps necessary to complete the exam to prepare them for the process.
3. Make transportation available from hospitals, police offices, investigators offices, etc, to a shelter if needed or desired by the victim.
4. After initial reporting, share information freely with the prosecutorial team for the purpose of gathering evidence.
5. Act as liaison between the prosecution team and victim to assist with keeping victims informed of the progress of each individual case.
6. Be responsive to all investigative follow-up requests.

District Attorney's Office shall:

1. Make available an investigator, as needed, or requested by law enforcement, to assist with the investigative needs of each case.
2. Request assistance of a police officer for each case from Shawnee Police Department providing the victim is in agreement. This is to ensure or enhance the long-term emotional stability of the victim.
3. Appoint liaison that is properly informed, to assist keeping victims informed of the progress of their individual cases, and notified of delays or impediments to the progress of individual cases. Generally this can be accomplished through the Prosecutorial team.

4. Share information freely with Shawnee Police Department for purposes of providing the most comprehensive services to victims, encompassing conflicting information, evidence, resources, etc.
5. Coordinate with law enforcement, transportation for victims to hospitals, investigative offices, etc. for completion of prosecutorial needs.
6. Never disclose the location of a shelter.

By signing the MOU, the parties agree to uphold the terms of MOU. Any party may amend their roles and responsibilities of the MOU by the written request and mutual approval. Any party may terminate their participation in the MOU with two weeks written notice. MOU will be reviewed annually.

City Manager

ATTEST:

City Clerk

District Attorney

Date

Regular Board of Commissioners

1. i.

Meeting Date: 07/20/2015

Approve Contracts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of existing contract with changes and approved by the Commission for FY 2015-2016:

(1) Governmental Services contract with the Shawnee Civic and Cultural Development Authority.

Attachments

Contract Expo Memo

Contract Expo

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

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

MEMORANDUM

TO: Mayor and City Commission
FROM: Justin Erickson, City Manager
AGENDA: July 20, 2015
RE: **SCCDA (EXPO) Contract**

SUMMARY

Attached for your consideration is a Governmental Services Contract between the Shawnee Civic and Cultural Development Authority (SCCDA) and the City of Shawnee. The SCCDA is a public trust and the City of Shawnee is the beneficiary of the trust. The contract provides that the City will pay for up to 11 employees to be used by the SCCDA, which is unchanged from recent years.

Additionally, the City will provide \$60,000 annually from Economic Development and other funding sources to support EXPO operations. The City will also provide insurance for the four primary structures on the EXPO grounds.

The Contract terms represent an increase in funding to the SCCDA of approximately \$26,000 over last year.

RECOMMENDATION

Staff recommends that the City Commission approve the attached contract. The SCCDA will consider the contract at a Special Meeting on July 20.

Attachment

GOVERNMENTAL SERVICES CONTRACT

This Agreement made pursuant to 74 O.S. § 1008 (2001) and entered into this ____ day of July, 2015, by and between the City of Shawnee, Oklahoma (hereinafter referred to as "City") and the Shawnee Civic and Cultural Development Authority, an Oklahoma Public Trust (hereinafter referred to as "SCCDA").

WITNESSETH:

WHEREAS, the SCCDA was created pursuant to 60 O.S. § 176, et seq. (1971) on January 5, 1976 to manage various proceeds, properties, rents and profits for the benefit of the City; and

WHEREAS, the City is an Oklahoma municipal corporation that is the beneficiary of the SCCDA; and

WHEREAS, the SCCDA has operated the facility commonly known as the Heart of Oklahoma Exposition Center and its associated support structures for the benefit of the City for many years; and

WHEREAS, the City acknowledges the benefits received from the services performed by the SCCDA; and

WHEREAS, it is financially beneficial to both parties that the City allow municipal employees designated by both entities to work under the auspices of the SCCDA to perform its day-to-day functions; and

WHEREAS, it is necessary to the maintenance of the independence of the SCCDA from the City that the SCCDA assume responsibility for its water, utilities and other services used by the SCCDA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties that:

1. The term of this agreement shall be from its date of execution through the 30th day of June, 2016. This agreement shall be subject to termination, without cause, upon thirty days notice by either party serving the other party with a written request to terminate the contract.

2. The City will allow up to eleven (11) of its employees to be used full-time by the SCCDA. While working for the SCCDA, these employees will be under the day-to-day direction of the Operations Manager of the SCCDA. These employees will continue to be full-time employees of the City for purposes of benefits, insurance and retirement. The City may also elect to utilize temporary employees from personnel firms in lieu of some of the allocated positions. The City Manager of the City will retain his/her authority pursuant to Article V of the Shawnee City Charter and Section 2-102 of the Shawnee City Code to re-assign these employees should the needs of the City require that he/she do so. However, nothing in this provision or agreement will act to increase or modify the City Manager's decision-making authority as a voting member of the SCCDA governing board.

3. The City acknowledges the restrictions placed upon it by Article VIII of the SCCDA Trust Indenture.

4. Both the City and the SCCDA acknowledge and expressly reaffirm the separation of the SCCDA and the City for purposes of the relationship permitted between the respective governing bodies pursuant to 60 O. S. § 176, et seq.

5. In consideration of receiving labor assistance from the City, the SCCDA agrees that it will be responsible for its own utilities, water service, fuel costs and all expenses related to the Trust, unless otherwise modified herein. All primary structures and buildings affiliated with the Expo Center will be insured by the City of Shawnee in amounts to be determined by the City, provided that the SCCDA will be responsible for general liability, auto, and all other forms of insurance. To help defray expenses listed above, the City of Shawnee will provide an additional \$10,000 to the SCCDA payable monthly.

6. In addition to the above contributions, the City will make an annual contribution from Economic Development funds to the SCCDA in the amount of \$50,000, payable monthly. The City will not earmark these funds for specific purposes but rather will allow the SCCDA to use these funds as the SCCDA sees fit. The City will have access to the SCCDA's annual audit as required by Article VI, Section 10 of the Trust Indenture and will receive a full accounting of how the City funds were expended. The City will be allowed to inquire into any matter dealing with accounting for its funds, including access to financial books and records of the SCCDA.

7. Both parties agree that financial accountability of the City's donated funds is an element to be considered each fiscal year in determining the amount of funds the City will provide to the SCCDA.

8. The City and the SCCDA agree that this Contract will be administered by both the City Manager of the City and the Manager of the Trust Estate of the SCCDA. Should a conflict arise concerning terms of this agreement, the City Manager and the Manager of the Trust Estate will work together to resolve said conflict to the mutual benefit of the parties. Any agreement reached between the City Manager and the Manager of the Trust Estate must be approved by the respective governing bodies.

9. The SCCDA agrees that the SCCDA will be liable for all acts or omissions of the City employees while they are working for the SCCDA. Should the City be made a party to any legal action or lawsuit as a result of actions or omissions of the employees, the SCCDA agrees to indemnify the City and hold it harmless from any damages, costs and attorney fees that the City might incur during the defense of any related suit or legal action.

10. All written notices concerning this agreement shall be sent to the respective parties at the following addresses:

Shawnee City Manager
P.O. Box 1448
Shawnee, OK 74802-1448

Randy Gilbert, Chairman
Heart of Oklahoma Exposition Center
P.O. Box 1466
Shawnee, OK 74802-1466

11. This agreement supersedes all prior agreements between the parties, with the exception of the SCCDA Trust Indenture, and comprises all the terms agreed to by the parties and any modification, amendment or alteration of this agreement must be in writing and executed by both parties.

12. If any part of this agreement is determined to be contrary to law, then it shall be deemed severable from the rest of this agreement and shall not affect the validity of the rest of this agreement.

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

Shawnee Civic & Cultural
Development-City of Shawnee-Page 3

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
JUSTIN ERICKSON, City Manager

ATTEST:

PHYLLIS LOFTIS, CMC, City Clerk
(SEAL)

SHAWNEE CIVIC AND CULTURAL
DEVELOPMENT AUTHORITY

BY: _____
RANDY GILBERT, Chairman

Approved as to form and legality this _____ day of _____, 2015

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. j.

Meeting Date: 07/20/2015

Approve Contract CM Sign

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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 McCloud (*tabled from July 6, 2015 City Commission meeting*).

Attachments

McCloud Shelter Memo

McCloud Shelter Contract



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



TO : Justin Erickson, City Manager

CC : Mayor and City Commissioners

FROM : Chief Russell Frantz

SUBJECT : McLoud Animal Control Agreement

DATE : 15 July 2015

This is our yearly agreement to that basically allows McLoud to shelter animals that they pickup and house them at the City of Shawnee Animal Shelter. Section three (3) of the agreement states that McLoud would be responsible for any veterinary bills/costs on the animal that they bring to the Shawnee Animal Shelter. This agreement has been in place for a number of years without any issues or problems.

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 other wise 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 10th 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 30th 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 MCLOUD, 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: 07/20/2015

Proclamation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

"Crossroads Head Start Day"

August 3, 2015

Attachments

Crossroads Proclamation

City of Shawnee



Proclamation

"50th Anniversary of Head Start"

Whereas, Supporting our children in their earliest years with high-quality care and education is one of the best investments we can make as a Community and for 50 years, Head Start has helped to lift up millions of America's children and their families in communities across this country.

Whereas, Head Start was founded on the idea that every child- no matter who they are, what they look like, or where they grow up- deserves the chance to reach their full potential. Since 1965, it has given meaning to the simple truth that in America, where you start should not determine how far you can go.

Whereas, In 2015, the Head Start Program nationally is in its 50th year of success in meeting the needs of low-income children and families; and

Whereas, Head Start was designed to break the cycle of poverty, providing preschool children from low-income families with a comprehensive program to meet their educational, emotional, social, health, nutritional, and psychological needs; and

Whereas, Crossroads Youth & Family Services, Inc. has been serving three to five year-old children and their families in its Head Start Program for over twelve years, preparing children to be ready for school and equipping them to be ready for life; and

Now, Therefore, I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the 3rd of August, 2015 as the

"50th Anniversary of Head Start"

In the city of Shawnee, Oklahoma
Dated this 20th day of July, 2015

Wes Mainord, Mayor

Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

4.

Meeting Date: 07/20/2015

Judge Jones Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution honoring Judge Robert H. Jones for his service, naming him "Judge Emeritus" and naming the Courtroom in his honor."

Attachments

Judge Memo

Judge Resolution

MEMORANDUM

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Honoring Judge Jones
Date: July 20, 2015

Honoring Robert H. Jones:

The City of Shawnee has been very fortunate to have the services of Robert H. Jones as Municipal Judge for 49 years.

Tonight we will be presenting a resolution to former Judge Robert H. Jones. The resolution will name him "Judge Emeritus." The resolution also names the Municipal Courtroom in his honor. The plaque for the outside of the Courtroom Door will also be presented.

He is not retiring from his law practice and will continue to be a active participant in the legal life of Shawnee.

City of Shawnee



Resolution No 6499:

A resolution expressing appreciation to Robert H. Jones for his service; naming him Judge Emeritus of the Shawnee Municipal Court; and designating the Municipal Courtroom as “Robert H. Jones Courtroom”

WHEREAS, Robert H. Jones, a graduate of the Shawnee Public School System, has served as Municipal Judge for the City of Shawnee for 49 years; working countless hours, including weekends, to carry out his duties; and

WHEREAS, Judge Jones has caused improvements in the municipal judicial system by causing a separate Courtroom to be built and by bringing technical improvements for more efficient operation of the court system; and

WHEREAS, Judge Jones has contributed to municipal justice in the State of Oklahoma by being a member of the Oklahoma State Municipal Judge’s Association for many years, and having been elected as President of the group; and

WHEREAS, Judge Jones has maintained the highest standard of excellence in his private practice of law, known for his integrity and dedication to the law; and is recognized as fair, impartial, knowledgeable, ethical and dignified as a Municipal Judge; and

WHEREAS, Judge Jones has contributed to the civic life of the City of Shawnee in his 57 years of the private practice of law; and

WHEREAS, Judge Jones is stepping down from the bench while he continues to devote himself to the needs of his clients; and

WHEREAS, the Mayor and City Commissioners of the City of Shawnee wish to thank Judge Jones and honor him for his service to the Municipal Court and to the Community:

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

1. The Mayor and City Commissioners, on behalf of the citizens of the City of Shawnee, express gratitude to Robert H. Jones for his dedicated service to the City of Shawnee and wish him well as he continues his practice of law to provide for the needs of citizens in this municipality.
2. Robert H. Jones is hereby named “**Judge Emeritus**” of the City of Shawnee, and entitled to use that title; and the Municipal Courtroom of the City of Shawnee shall hereafter be called the “**Robert H. Jones Courtroom**”.

PASSED AND APPROVED this _____ day of _____, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

Regular Board of Commissioners

5.

Meeting Date: 07/20/2015

OMRF Huff

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Charles Huff.

Regular Board of Commissioners

6.

Meeting Date: 07/20/2015

Kimberly St Closing

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

A public hearing and consideration of approving an ordinance to close to the public Kimberly Street located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16, Remington Beard Addition (SE ¼ Section 17, T10N, R4E, 1M). Applicant: Housing Authority of the Sac & Fox Nation.

Attachments

Kimberly St Closing Memo

Kimberly St Close Memo Ex A

Kimberly Close Notice

Kimberly St Close Ordinance



City of Shawnee

16 W. 9th Street
Shawnee, OK 74801
www.ShawneeOK.org

MEMORANDUM

AGENDA: July 20, 2015
TO: Shawnee City Commission
FROM: Justin DeBruin, Community Development Director
RE: Public Street Closure: Kimberly Street

The petitioner, Sac and Fox Nation Housing Authority, have issued a request for an ordinance closing to the public use a portion of Kimberly Street consisting of a fifty (50') foot road and right-of-way located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16, Remington Beard Addition (SE ¼ Section 1, T10N, R4E, IM).

The area proposed for closure includes the entire platted right-of-way, which will be converted into a private drive as part of redevelopment of the property, and will include a replat and the dedication of appropriate easements.

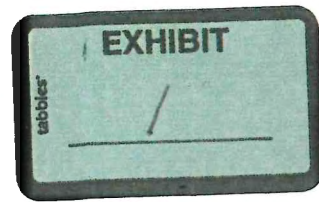
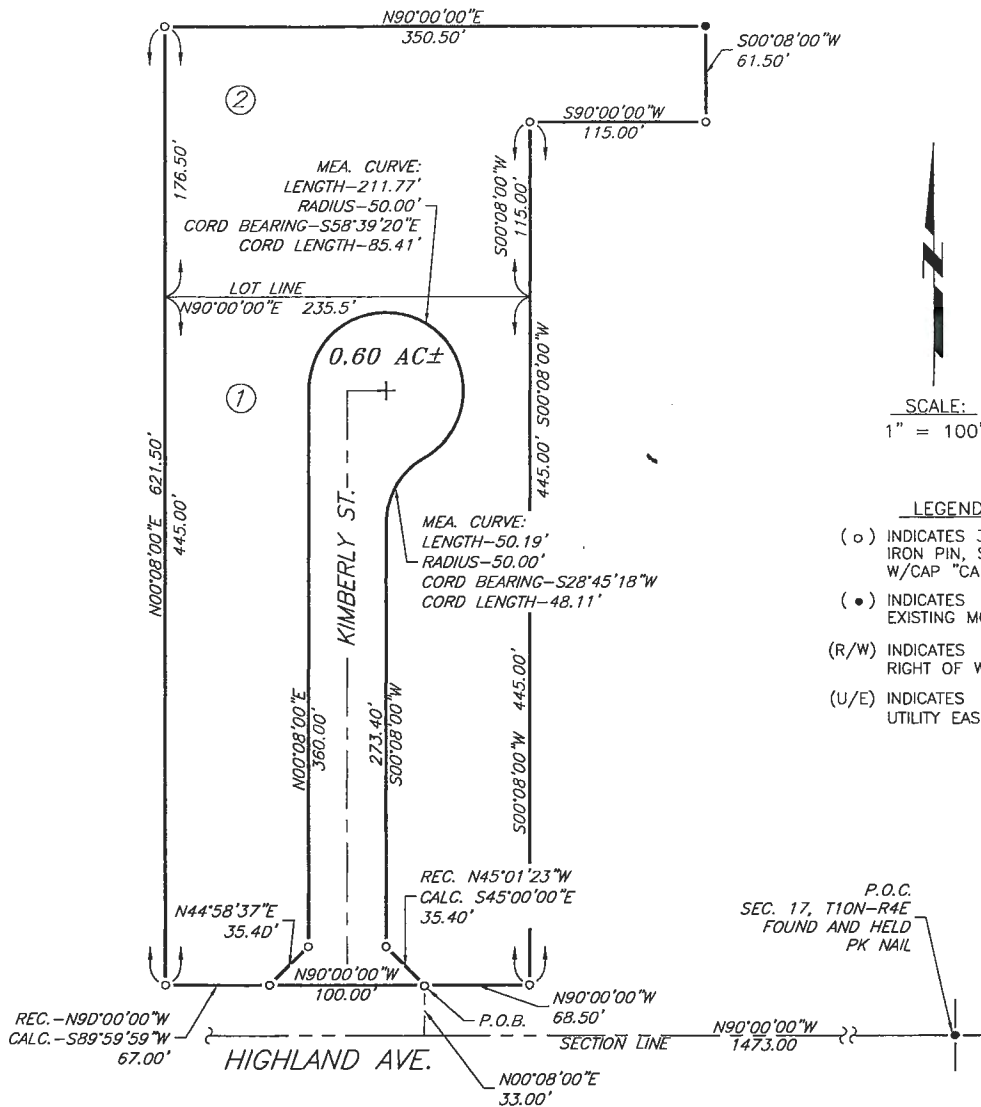
In accordance with 11 O.S. § 42-110(B), the City of Shawnee has provided thirty (30) day written notice of the proposed closing of Kimberly Street to franchise holders. Additionally, the public hearing notice was published in the June 14, 2015 issue of the Shawnee News-Star.

Staff received one response from Oklahoma Gas and Electric (OG&E). The nature of their response was an inquiry as to any required transfers of service in reference to four (4) street lights located within the subject right-of-way. Based on this information, it will be incumbent on the petitioners to transfer said services to the new ownership, Sac and Fox Nation Housing Authority.

Attachments:

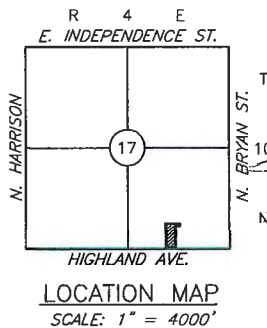
1. Exhibit 1: Informational Drawing

INFORMATIONAL DRAWING



LEGAL DESCRIPTION:

A FIFTY FOOT (50') ROAD AND RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17) TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH AN ASSUMED BASIS USING THE SAC AND FOX ADDITION TO THE CITY OF SHAWNEE PLAT, BLOCKS ONE (1) AND TWO (2), MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SAID SE/4; THENCE N90°00'00"W ALONG THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 1473.00 FEET; THENCE N00°08'00"E FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W FOR A DISTANCE OF 100.00 FEET; THENCE N44°58'37"E FOR A DISTANCE OF 35.40 FEET; THENCE N00°08'00"E FOR A DISTANCE OF 360.00 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS 50.00 FEET, A DISTANCE OF 211.77 FEET WITH A CORD BEARING OF S58°39'20"E AND A CORD DISTANCE OF 85.41 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS 50.00 FEET, A DISTANCE OF 50.19 FEET WITH A CORD BEARING OF S28°45'18"W AND A CORD DISTANCE OF 48.11 FEET; THENCE S00°08'00"W FOR A DISTANCE OF 273.40 FEET; THENCE S45°00'00"E FOR A DISTANCE OF 35.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES, MORE OR LESS.



GENERAL NOTES:
A TITLE COMMITMENT, INDICATING APPLICABLE EASEMENTS, HAS NOT BEEN PROVIDED. THEREFORE ALL EASEMENTS MAY NOT BE SHOWN HEREON.

Richard L. Landes
 P.E. #8679
 Date: 5-22-2015

LANDES ENGINEERING L.L.C. & ASSOCIATES www.landesengineering.net 903 EAST 35TH STREET, SHAWNEE, OK. 74804 405-275-5755 CA #2260 EXP. 6-30-15		Housing Authority Sac and Fox Nation SHAWNEE, OKLAHOMA	
DATE DRAFTED: 05-21-2015	DATE OF LAST SITE VISIT: 04-01-2015	DRAWN BY: dl	CHECKED: RL
		DRAWING NUMBER: ENG 313-15	

**CITY OF SHAWNEE
PUBLIC HEARING NOTICE**

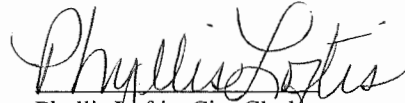
Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a Public Hearing to consider an Ordinance to close to the public Kimberly Street located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16, Remington Beard Addition (SE ¼ Section 17, T10N, R4E, IM). The area proposed for closure includes the entire platted right-of-way, which will be converted into a private drive as part of redevelopment of the property (applicant: Housing Authority of the Sac and Fox Nation), which will include a replat and the dedication of appropriate easements.

The Shawnee City Commission will hold a Public Hearing in the City Commission Chambers in City Hall located at 16 W. 9th St. Shawnee, OK on **July 20, 2015 at 6:30 PM** or shortly thereafter.

At this time, any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the proposed public way closure. The Commission reserves the right to limit discussion and debate on the proposed ordinance during the public hearing, in which event those persons appearing in support or opposition of the proposal will be allotted equal time. If there are any questions about the proposal, or you need additional information prior to the meeting, you may contact the Planning Department at 878-1616.

Copies of all materials pertaining to this request are available for review in the Planning Department, City Hall Annex, 222 N. Broadway, Monday through Friday between 8:00 AM and 5:00 PM.

Witness my hand this 9th day of June, 2015.


Phyllis Loftis, City Clerk



ORDINANCE NO. _____

AN ORDINANCE CLOSING TO PUBLIC USE A PORTION OF KIMBERLY STREET IN THE CITY OF SHAWNEE, OKLAHOMA; SPECIFICALLY DESCRIBING SAID STREET; RESERVING THE RIGHT TO REOPEN SAID STREET; AND DECLARING AN EMERGENCY.

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

SECTION 1. That it is deemed necessary and expedient to close a portion of the street hereinafter described to public use.

SECTION 2. That the street is described as follows: A portion of Kimberly Street located within the City of Shawnee, specifically located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16, Remington Beard Addition (SE ¼ Section 17, T10N, R4E, IM). The area includes the entire platted right-of-way.

SECTION 3. That the City of Shawnee, Oklahoma, shall retain the absolute right to reopen said street without expense to the City.

PASSED AND APPROVED this 20th day of July, 2015.

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately moved and approved this 20th day of July, 2015.

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this 20th day of July, 2015.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

7.

Meeting Date: 07/20/2015

Muni Code Ordinance

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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 15, 2015 City Commission meeting.)*

Attachments

Muni Judge Memo

Muni Judge Ordinance

MEMORANDUM

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Ordinance – Municipal Judge Qualifications
Date: July 20, 2015

Our ordinance on the qualifications for Municipal Judge is more restrictive than state law. Our ordinance requires that the Judge be a resident of the City.

State law allows other conditions. Among them are that the individual have a permanent office for the practice of law within the City.

In advertising for the vacant position of Municipal Judge, we have received inquiries from at least one attorney who lives immediately outside the city limits. This individual has had a permanent office here for many years, has rental properties here and a child attending Shawnee Schools. There may be other interested individuals who have the same situation.

After consultation with the Mayor and City Manager, I am recommending that we require either residency or the permanent maintenance of an office for the practice of law within the City.

Ordinance No. _____

AN ORDINANCE AMENDING SECTION 5 ORDINANCE 2520; MUNICIPAL COURTS BY CHANGING RESIDENCY REQUIREMENTS FOR MUNICIPAL JUDGE. PROVIDING FOR REPEAL, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

WHEREAS, Section 5 of Ordinance 2520 requires that the Municipal Judge be a resident of the City of Shawnee; and

WHEREAS, the Mayor and City Commissioners find that such a requirement inhibits its ability to recruit candidates for the post of Municipal Judge; and

WHEREAS, the Mayor and City Commissioners find that an alternate to residency should be a maintenance of a permanent office for the practice of law within the City; and

WHEREAS, the laws of the State of Oklahoma regarding the establishment of Municipal Courts allows the appointment of an individual who maintains a permanent office in the municipality, 11 O.S. Sec. 27-104(B)(2):

NOW, THEREFORE, SECTION 12 OF THE SHAWNEE MUNICIPAL CODE IS HEREBY AMENDED AS FOLLOWS:

SECTION 5: *Judges.*

The number of judges for Municipal Court will be determined by the Commission. In addition to a Chief Judge, the Commission may appoint such Associate Judges as it determines. In this Chapter, the word "judge" will include "associate judge," unless the context shows otherwise. The judge will be appointed by the Mayor, with the consent of the Commission. The name of the proposed appointee will be submitted in writing to the board at the next to the last regularly scheduled meeting prior to the day upon which the appointment is to take effect, and will be acted upon at the next regularly scheduled meeting. The judge will be licensed to practice law in Oklahoma. He will serve for a term of two (2) years, said term expiring on June 30 of even years, and until his successor is appointed and qualified, unless removed by the vote of a majority of all members of the Commission as provided in this Article. Any appointment to fill a vacancy will be for the unexpired term. Nothing in the provisions of this section will be construed to prevent the judge from engaging in the practice of law in any other court during his tenure of office, but he will not accept employment inconsistent with his duties as judge or arising out of facts which give rise to or are connected with cases within the jurisdiction of the court pending in the court or that might become the subject of proceedings in the court. He must be a resident of this city or maintain a permanent office for the practice of law within the City. He may serve as judge of other municipal courts, if such service may be accomplished consistently with his duties as judge of this court, with the consent of the city commission.

The judge will be paid a salary to be fixed by the Commission. The commission may, in its discretion, provide the judge with benefits offered to city employees.

Section 1. REPEALER. All ordinances in conflict herewith are hereby repealed.

Section 2. CODIFICATION. This ordinance shall be codified in Chapter Two, Article II, Division 1 of the Shawnee Municipal code with a section number set by the codifier.

Section 3. SEVERABILITY. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

Section 4. EMERGENCY. It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Shawnee and the inhabitants thereof that this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Emergency separately approved this ____ day of _____, 2015:

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2015.

MARY ANN KARNES
CITY ATTORNEY

Regular Board of Commissioners

8.

Meeting Date: 07/20/2015

Sales Tax 07-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received July 2015.

Attachments

Sales Tax 07-2015

City of Shawnee Memorandum

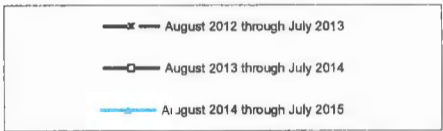
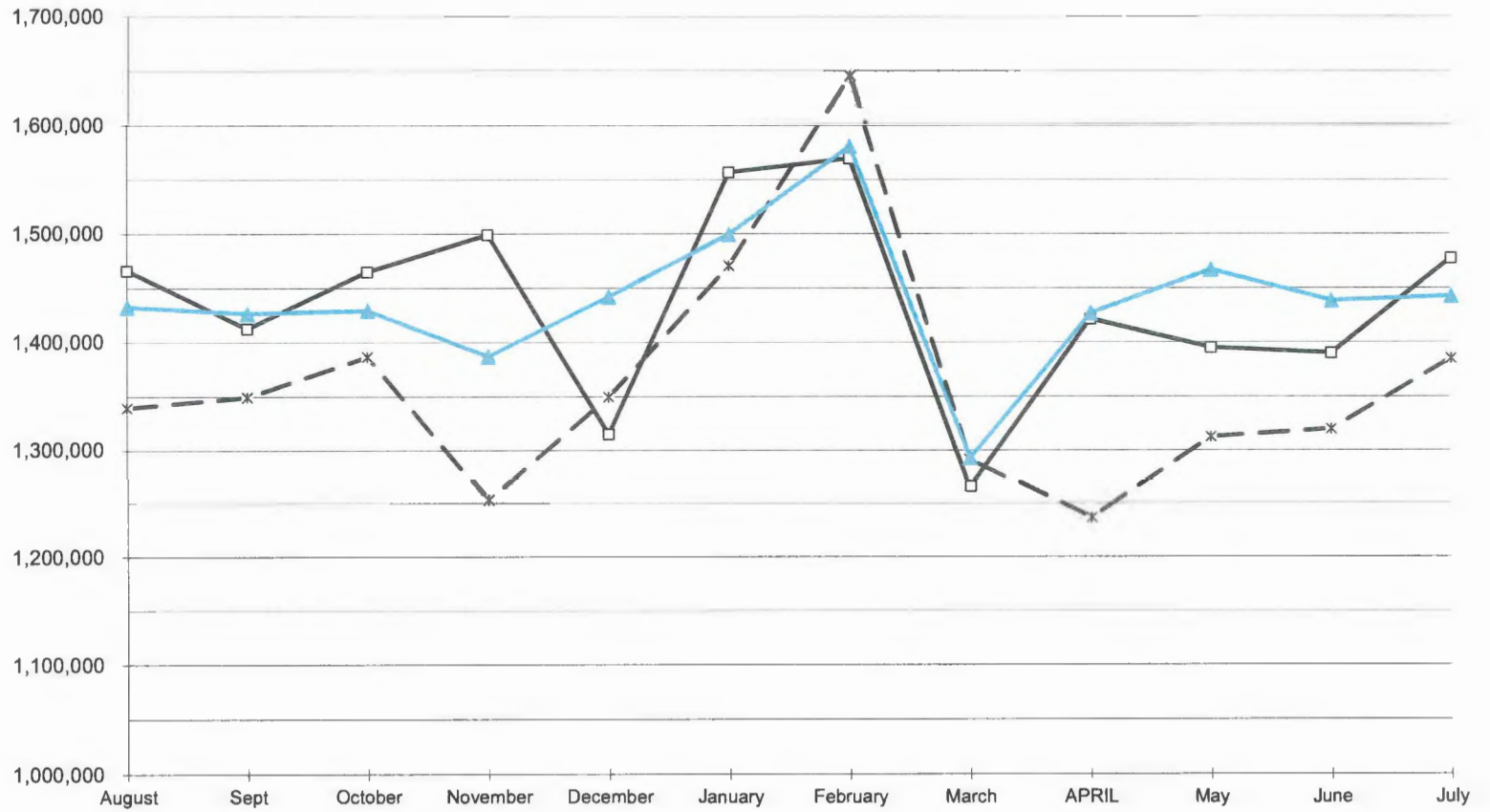


To: Mayor and City Commissioners
CC: Justin Erickson, City Manager
From: Cynthia R Sementelli, Finance Director
Date: July 14, 2015
Re: City Sales Tax Report

July sales tax collected was \$1,477,552 which was down 2.39% over last year. We are 4.13% or \$57,163 over July 2013 figures.



Sales Tax -August 2012-July 2015



	August 2012	August 2013	August 2014	Increase (Decrease)	
	through	through	through	Over	Prior Year
Month	July 2013	July 2014	July 2015	Amount	Percentage
August	1,339,539	1,466,250	1,432,227	(34,023)	(2.32%)
Sept	1,349,282	1,412,708	1,426,359	13,651	0.97%
October	1,386,657	1,465,063	1,428,921	(36,142)	(2.47%)
November	1,253,140	1,499,183	1,386,855	(112,328)	(7.49%)
December	1,349,459	1,315,025	1,441,774	126,749	9.34%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,645,070	1,569,453	1,580,604	11,151	0.71%
March	1,291,532	1,265,687	1,292,781	27,093	2.14%
APRIL	1,236,564	1,421,540	1,426,451	4,911	0.35%
May	1,312,710	1,394,972	1,466,536	71,564	5.13%
June	1,319,813	1,390,155	1,438,144	47,989	3.45%
July	1,385,055	1,477,552	1,442,218	(35,334)	(2.39%)
Total	16,339,385	17,234,204	17,261,935	27,732	0.16%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over	Prior Year
Fiscal Year to Date		1,477,552	1,442,218	(35,334)	(2.39%)
Removed the one time hit in Feb 2013					

Regular Board of Commissioners

10. a.

Meeting Date: 07/20/2015

Admin Rpt Parks

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Parks Master Plan – James Bryce, Director of Operations

Attachments

Parks Master Plan

Findings Report for a Statistically Valid Community Interest and Opinion Survey

**Submitted to
The City of Shawnee, OK**

**By
Leisure Vision (a division of ETC Institute)**



725 W. Frontier Circle

Olathe, KS 66061

(913) 829-1215

May 2015

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Section 1

Executive Summary

Community Interest and Opinion Survey

Executive Summary Report

Overview and Methodology

ETC Institute conducted a Community Interest and Opinion Survey for the City of Shawnee Parks Department during the spring of 2015 to help establish priorities for the future enhancement of parks, trails, sports, recreation facilities and programs within the community. The survey was mailed to a random sample of households in the City of Shawnee.

A total of 480 households completed the survey. The results for the sample of 480 households have a 95% level of confidence with a precision rate of at least +/- 4.4%.

Major Findings

PARK USAGE

- **Park visitation:** Seventeen percent (17%) of respondent households indicated that they have used the *Redbud Park* over the past 12 months. Other parks visited include: Celebration of Life Park (14%), Optimist Park (14%), Rose Garden (10%), and Wildwood Park (10%).
- **Parks used the most often:** Based on the percentage of respondents top three most used facilities, 21% indicated that they used *Optimist Park* the most often. Other most visited parks include: Redbud Park (20%), Celebration of Life Park (17%), Wildwood Park (14%), Rose Garden (13%), and Milstead Park (13%).
- **Rating of parks visited:** Fifty-seven percent (57%) of respondent households rated the overall physical condition and appearance of all parks they had visited as either *good or excellent*. Other ratings include: Fair (33%) and poor (10%).

POTENTIAL ADDITIONS AND IMPROVEMENTS TO NEIGHBORHOOD PARKS

- **Additions and Improvements:** Based on the percentage of respondent households who indicated additions and improvements that they would like to have made to neighborhood parks close to their residence, 42% indicated that they would like to see *restrooms* added or improved. Other additions and improvements include: Shade structures (33%), park security lighting (33%), picnic tables/benches (33%), drinking fountains (30%), and picnic shelters (28%).

- **Most important additions and improvements:** Based on the percentage of respondents' top three most important additions and improvements, 36% indicated that *restrooms* were the most important to their household. Other most important additions and improvements include: Shade structures (27%), drinking fountains (25%), park security lighting (24%), and picnic tables and benches (23%).

LARGE COMMUNITY AND SPECIAL USE PARKS

- **Visitation of large community and special use parks:** Fifty-two percent (52%) of respondent households indicated that they have visited *Kidspace* over the past 12 months. Other large community and special event parks visited include: Woodland park (44%), Veterans Memorial Park (32%), Briscoe Boy Scout Park (31%), Lion's Club Park (28%), and Dean Weigant (25%).
- **Large community and special use parks used the most often:** Based on the percentage of respondents' top three choices, 56% indicated that they visit *Kidspace* the most often. Other most visited facilities include: Woodland Park (39%), Veterans Memorial Park (26%), Briscoe Bo Scout Park (25%), Dean Weigant (24%), and Lion's Club Park (24%).
- **Rating of large community parks and special use parks:** Sixty-seven percent (67%) of respondent households rated the overall physical condition and appearance of large community parks and special event parks they have visited as either *good or excellent*. Other ratings include: Fair (29%) and poor (4%).

PARKS AND RECREATION FACILITIES

- **Usage of parks and facilities:** Fifty-nine percent (59%) of respondent households indicated that they have used *playground equipment*. Other parks and recreation facilities respondent households have used include: Picnic area (53%) and walking trails and paths (48%).
- **Condition of parks and facilities:** Based on the percentage of respondents who indicated the condition of the park or facility as either excellent or good, 79% indicated that the *skateboarding park* was either excellent or good. Other similar ratings include: Playground equipment (74%), dog park (64%), disc golf course (62%), and walking trails and paths (61%).
- **Most used parks and facilities:** Based on the percentage of respondents' top three choices, 51% used *playground equipment* the most often. Other most used facilities include: Picnic areas (40%) and walking trails and paths (35%).

REASONS PREVENTING USE OF PARK, RECREATION AND SPORTS FACILITIES

- Thirty-one percent (31%) of respondent households indicated that they were prevented from using parks, recreation and sports facilities more often because the *security is insufficient*. Other reasons include: Facilities are not offered (21%), I do not know what is being offered (20%), and parks are not well maintained (18%).

NEED FOR OUTDOOR PARKS AND RECREATION FACILITIES

- **Need for outdoor parks and recreation facilities:** Sixty-five percent (65%) or 7,506 respondent households indicated that they have a need for *walking and biking trails*. Other most needed outdoor parks and recreation facilities include: Shelters and picnic areas (57% or 6,634 households), nature center and trails (52% or 6,030), playground equipment (50% or 5,833 households), and outdoor swimming pools/water parks (45% or 5,252 households).
- **Most important outdoor parks and recreation facilities:** Based on the percentage of respondents top four choices, 43% indicated that *walking and biking trails* was the most important to their household. Other most important parks and facilities include: Outdoor swimming pools/water parks (28%), playground equipment (27%), and nature center and trails (25%).

WAYS RESPONDENTS LEARN ABOUT PROGRAMS AND ACTIVITIES

- Sixty-three percent (63%) of respondent households learn about the City of Shawnee's Parks Department programs and activities from friends. Other ways include: Newspaper articles (45%), social media (17%), and the City of Shawnee web-site (14%).

PROGRAM PARTICIPATION

- Twenty-four percent (24%) of respondent households indicated that they participated in sports programs, camps, special events, etc. offered in City parks over the past 12 months.
- Thirty-eight percent (38%) of respondent households indicated that have or would participate in *adult health and fitness programs*. Other programs include: Adult water fitness programs (32%), youth swim lessons (29%), outdoor recreation programs (28%), and youth sports leagues (27%).
- **Programs respondents would participate in the most often:** Based on the percentage of respondents top three choices, 33% indicated they would participate in *adult health and fitness programs* the most often. Other programs include: Adult water fitness programs (26%), youth sports leagues (22%), youth swim lessons (21%), and outdoor recreation programs (19%).

SUPPORT FOR A DEDICATED SALES TAX FUNDING SOURCE

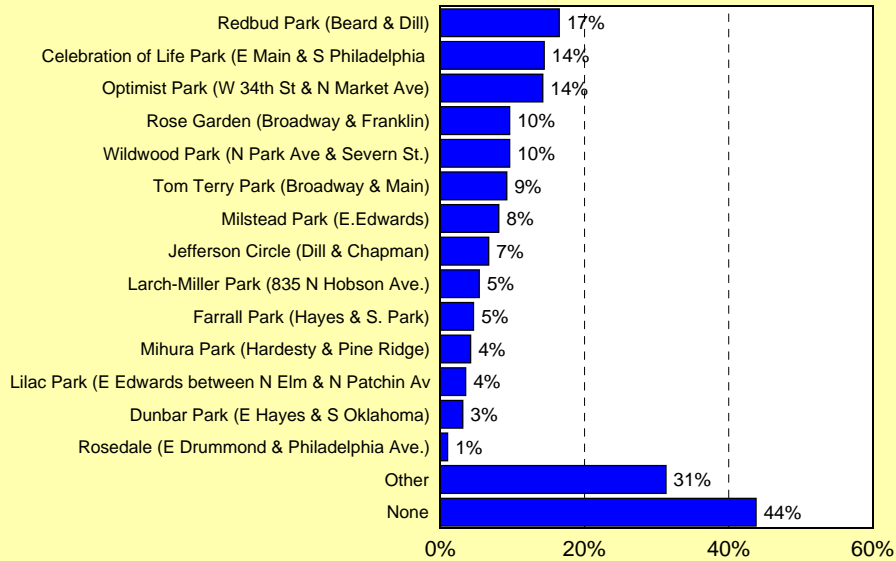
- Fifty-six percent (56%) of respondent households indicated that they would either be somewhat or very supportive of a dedicated sales tax funding source for the operations and development of Shawnee's Parks, Recreation, Facilities and Services. Other levels of support include: Not sure (31%) and not supportive (13%).

Section 2

Charts and Graphs

Q1. City of Shawnee Parks Respondent Households Have Visited in the Past 12 Months

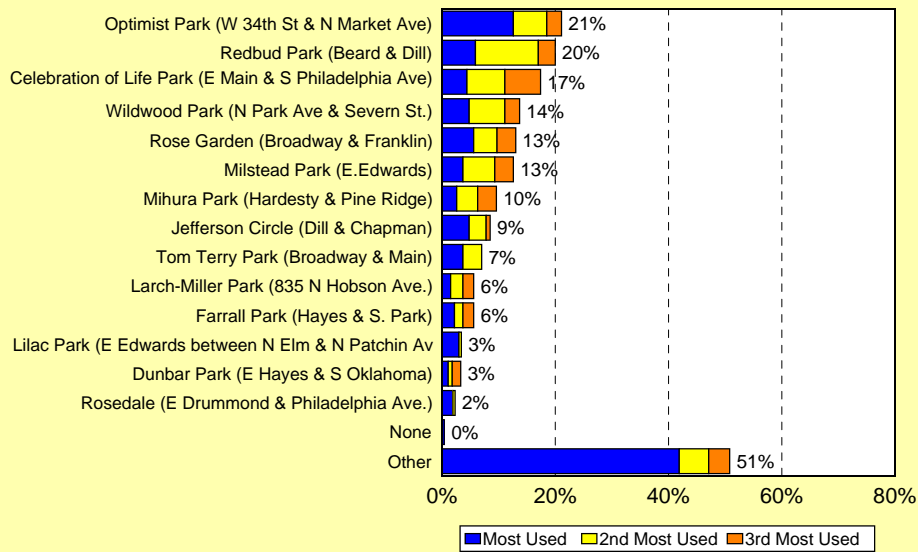
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q2. City of Shawnee Parks Respondent Households Have Used the Most Over the Past 12 Months

by percentage of respondents who selected the item as one of their top three choices



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q3. Overall Physical Condition/Appearance of All Parks

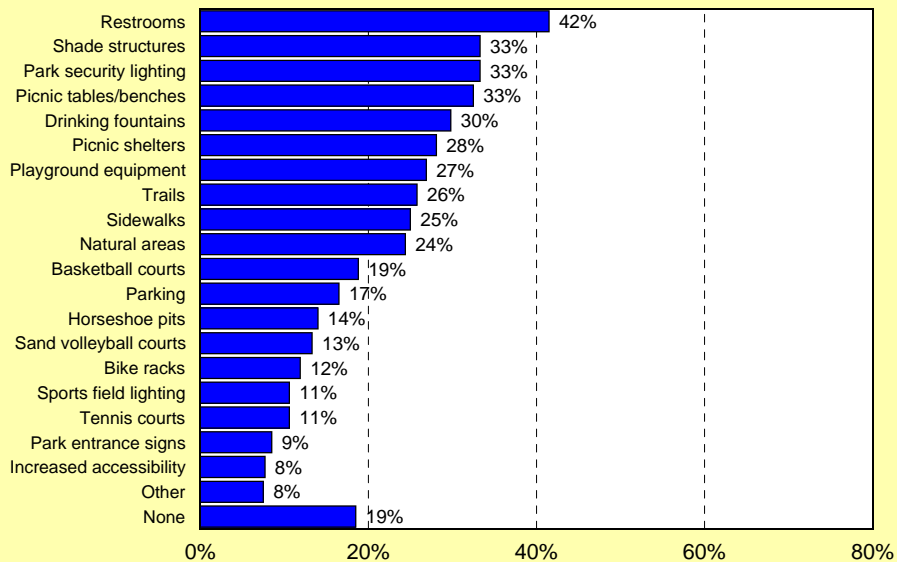
by percentage of respondents who have visited any of the parks over the past 12 months



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q4. Additions and Improvements Respondents Would Like to Have Made to Neighborhood Parks Close to Residence

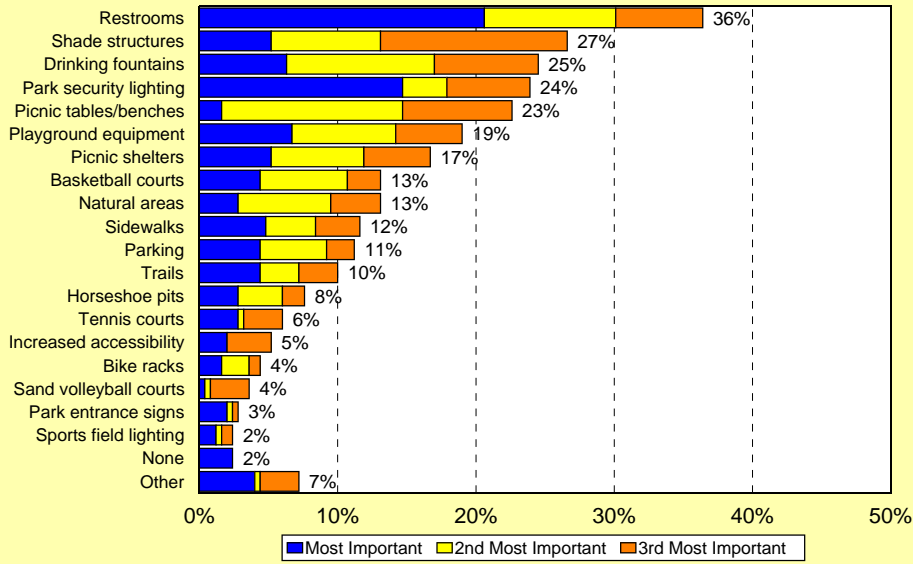
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q5. Potential Additions to Neighborhood Parks Close to Residences Respondents Feel are Most Important

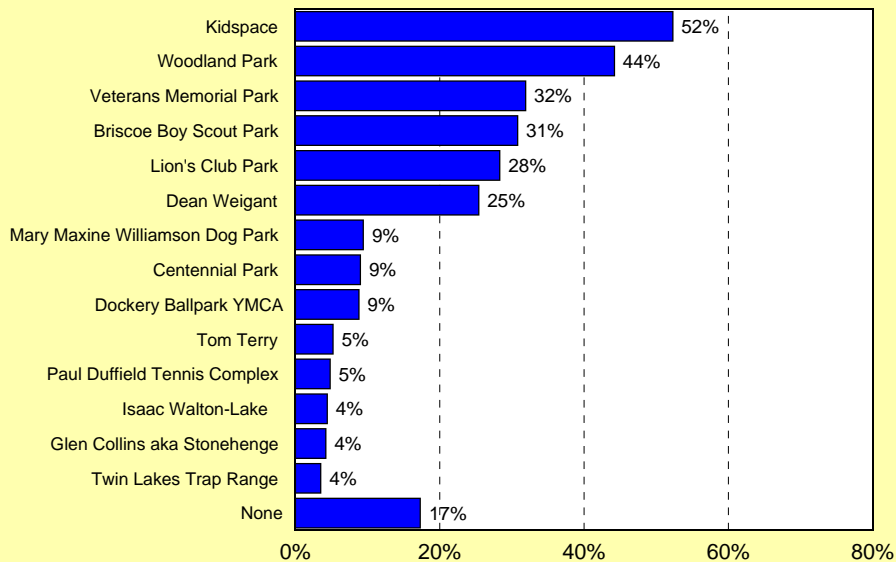
by percentage of respondents who selected the item as one of their top three choices



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q6. Large Community Parks and Special Use Parks Respondent Households Have Visited Over the Past 12 Months

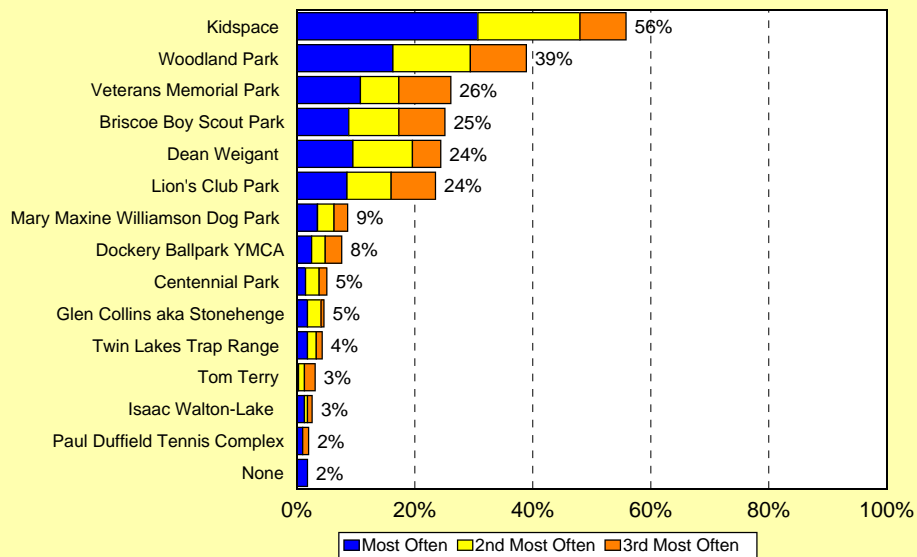
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q7. Large Community Parks and Special Use Parks Respondent Households Have Visited Most Often

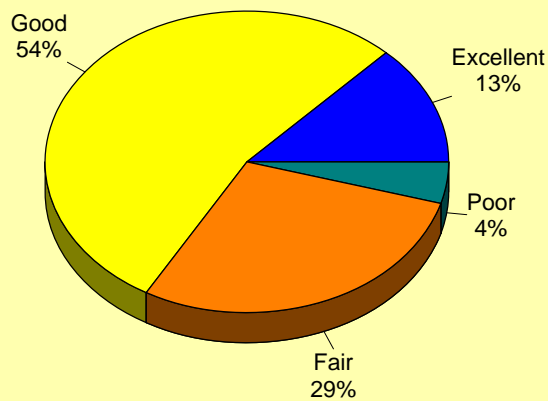
by percentage of respondents who selected the item as one of their top three choices



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q8. Overall Physical Condition/Appearance of All Large Community Parks and Special Use Parks

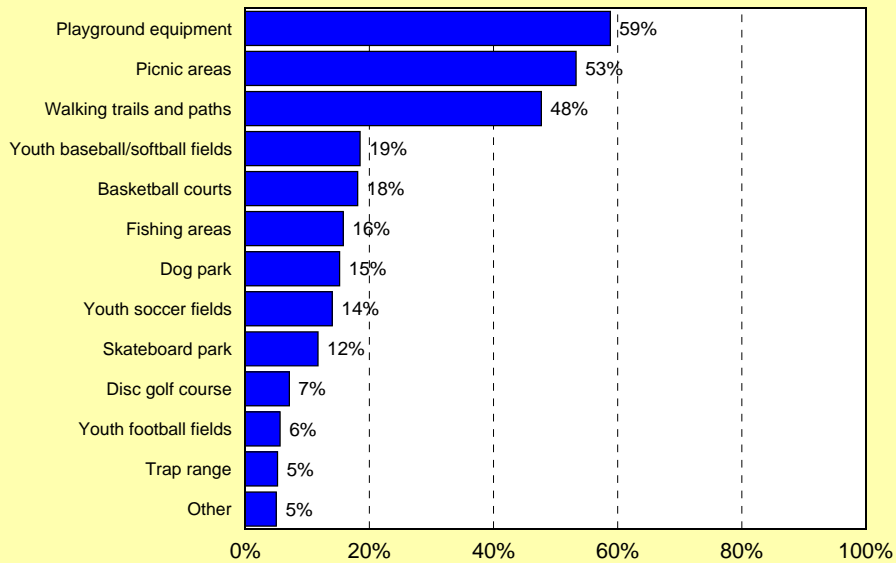
by percentage of respondents who have visited any of the parks over the past 12 months



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q9. Parks and Recreation Facilities Respondent Households Have Used

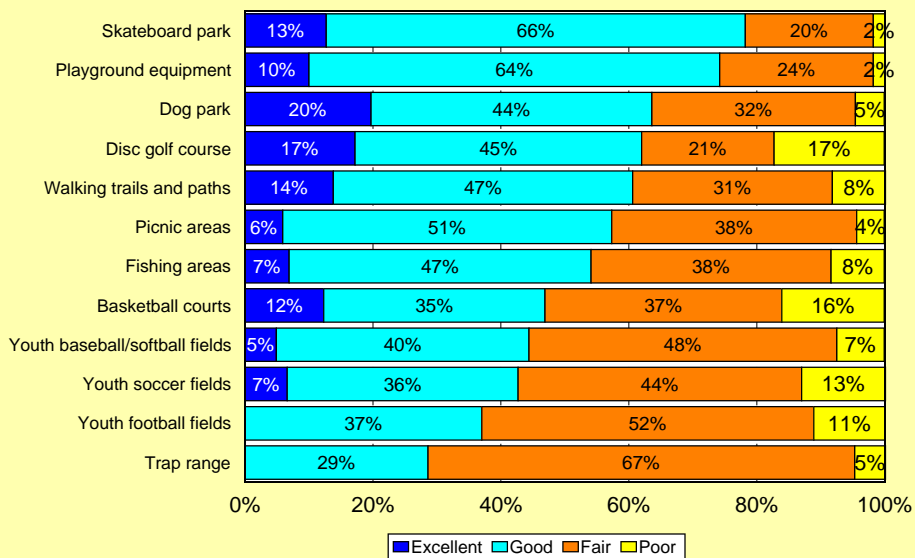
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q9a. Condition of Park and Recreation Facilities That Respondents Have Used

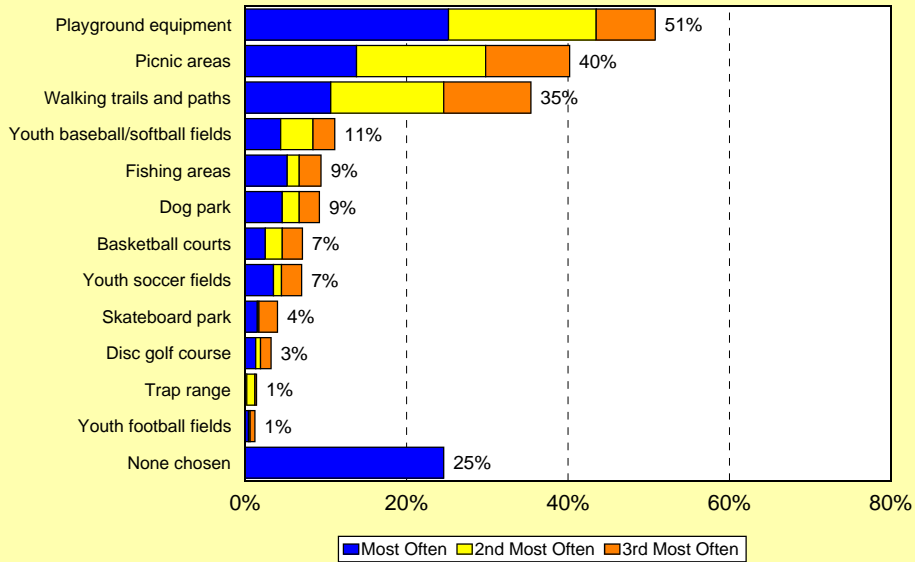
by percentage of respondents who have a need for the facility (excluding "don't know")



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q10. Parks and Recreation Facilities Respondent Households Have Used Most Often Over the Past 12 Months

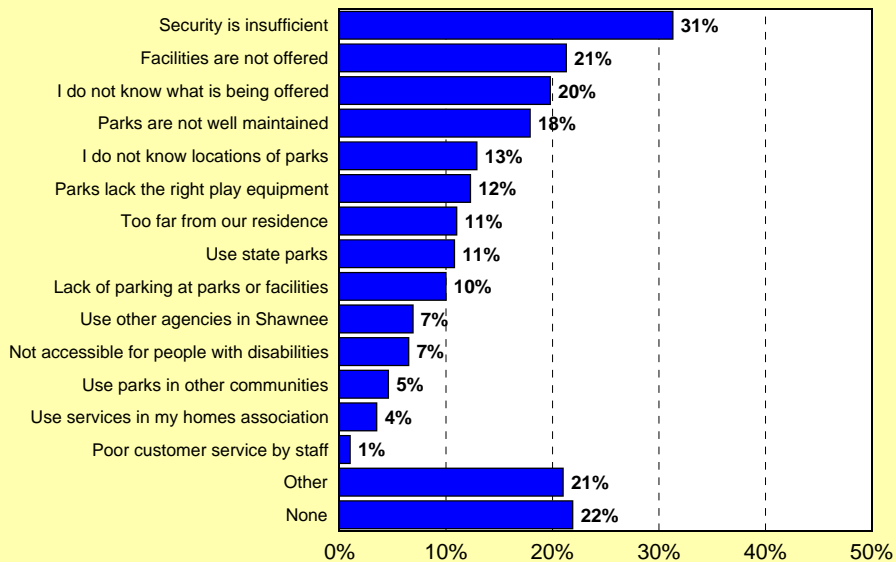
by percentage of respondents who selected the item as one of their top three choices



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q11. Reasons Preventing Households From Using Parks, Recreation, and Sports Facilities More Often

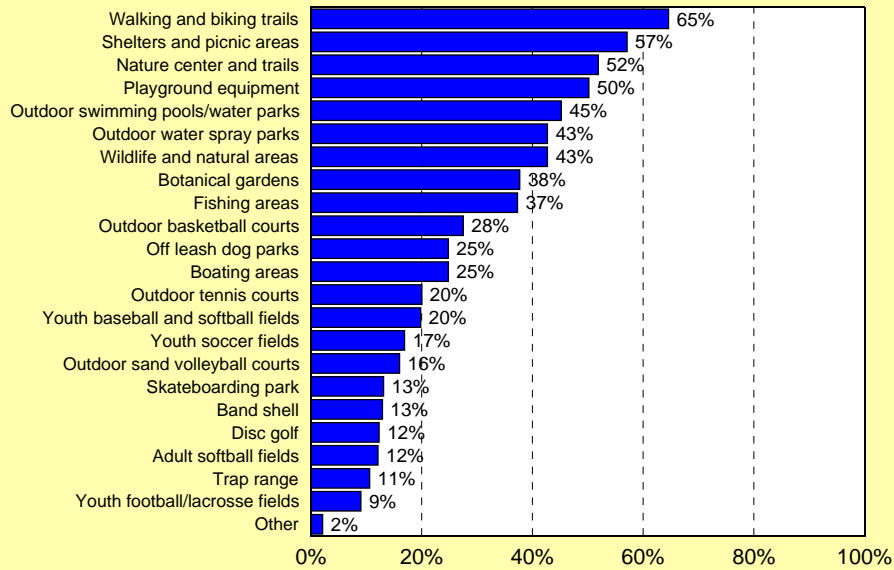
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q12. Households That Have a Need for Outdoor Parks and Recreation Facilities

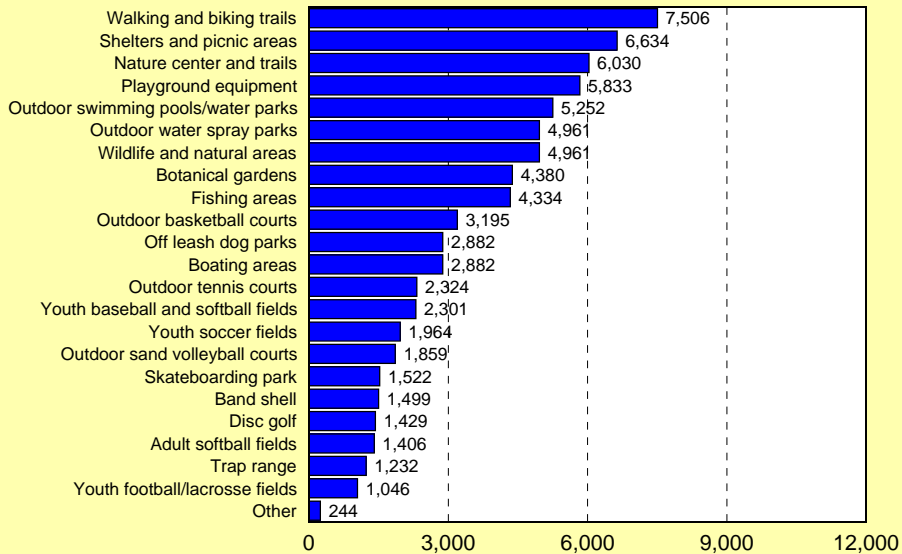
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q12a. Estimated Number of Households in the City of Shawnee That Have a Need for Outdoor Parks and Recreation Facilities

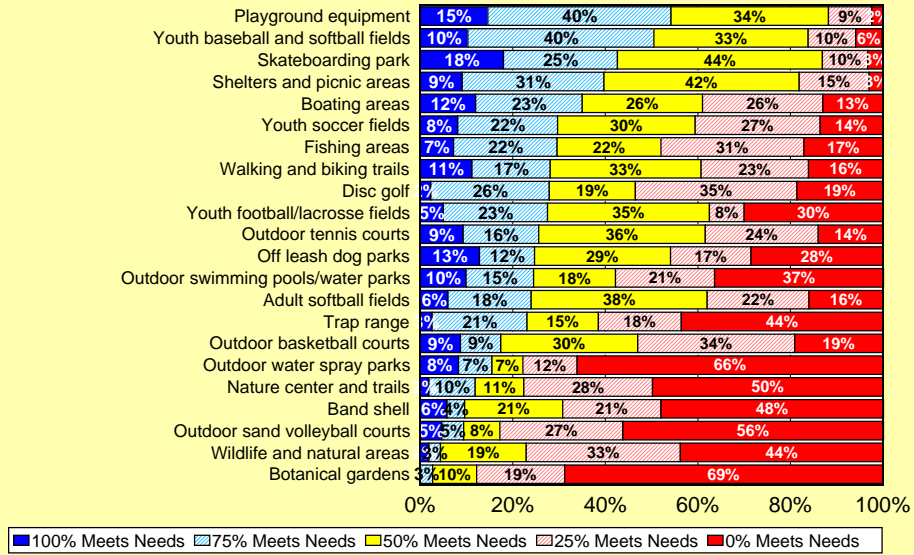
by number of households based on 11,619 households for the City of Shawnee



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q12b. How Well Outdoor Parks and Recreation Facilities in the City of Shawnee Meet the Needs of Households

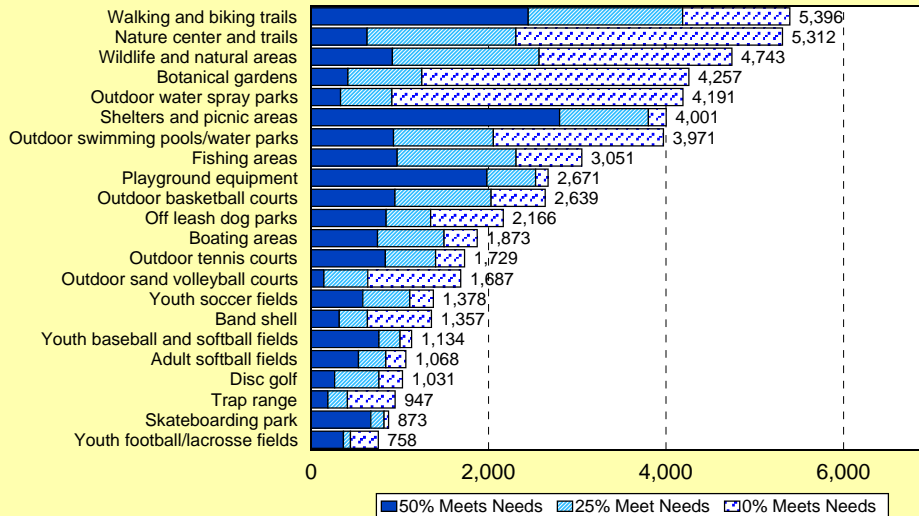
by percentage of households that have a need for programs



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q12c. Estimated Number of Households for the City of Shawnee Whose Needs for Outdoor Parks and Recreation Facilities Are Only Being 50% Met or Less

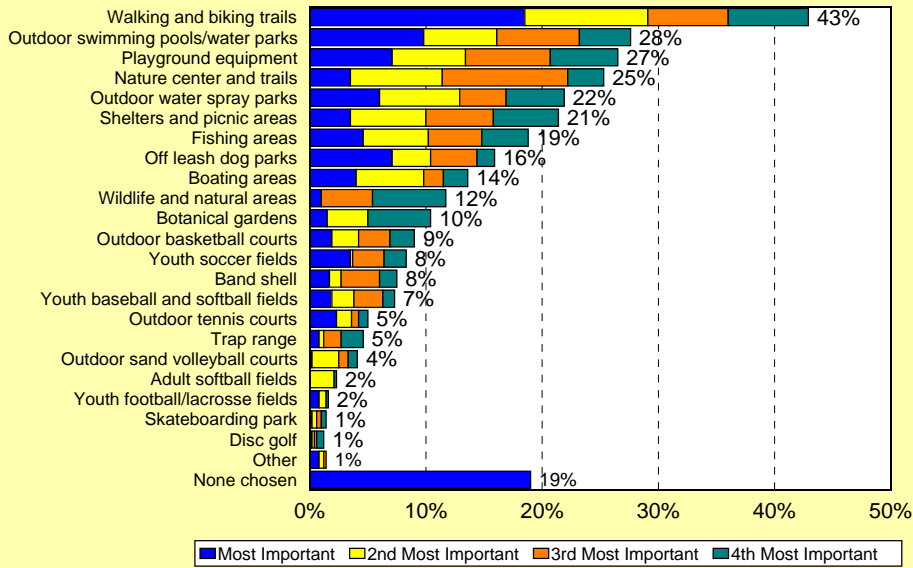
by number of households based on 11,619 households for the City of Shawnee



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q13. Outdoor Parks and Recreation Facilities That Are Most Important to Respondent Households

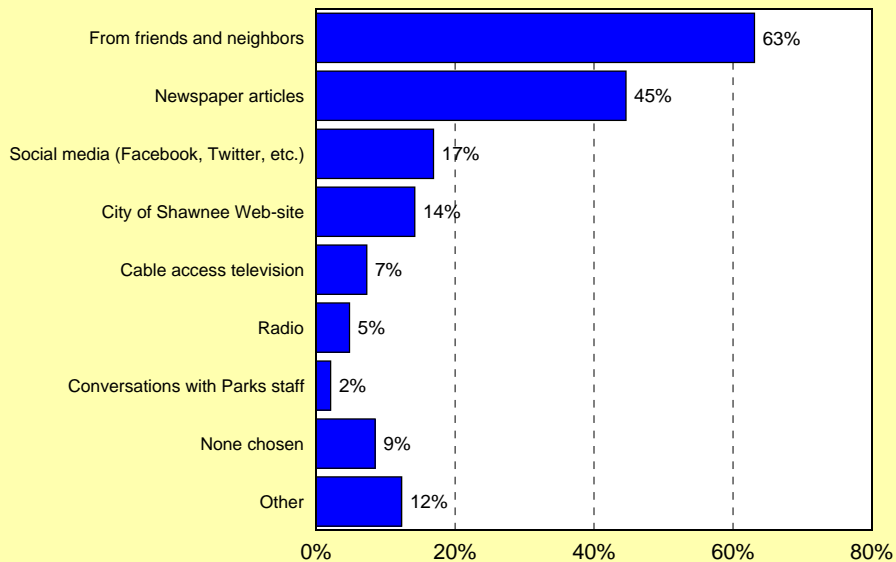
by percentage of respondents who selected the item as one of their top four choices



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q14. Ways Respondents Learn About City of Shawnee's Parks Department Programs and Activities

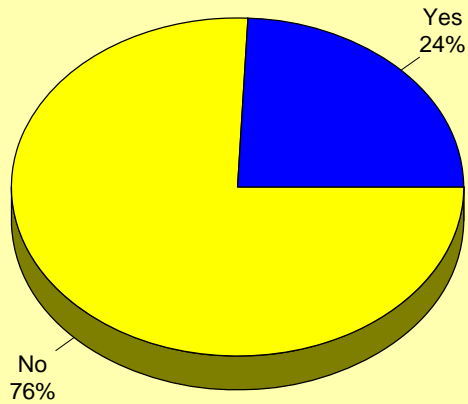
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q15. If Respondent Households Have Participated in Any Sports Programs, Camps, Special Events, Etc. Offered in City Parks

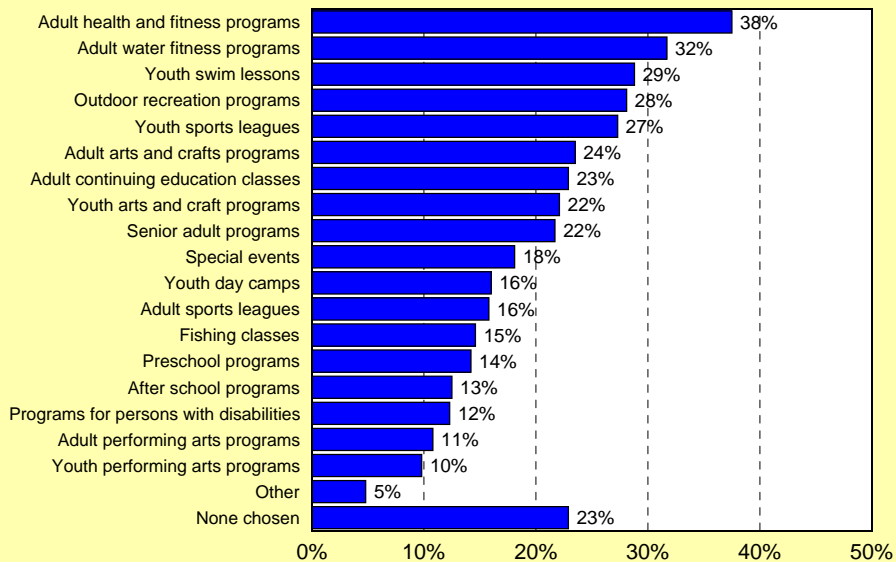
by percentage of respondents (excluding "not provided")



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q16. Programs Respondent Households Would or Have Participated In

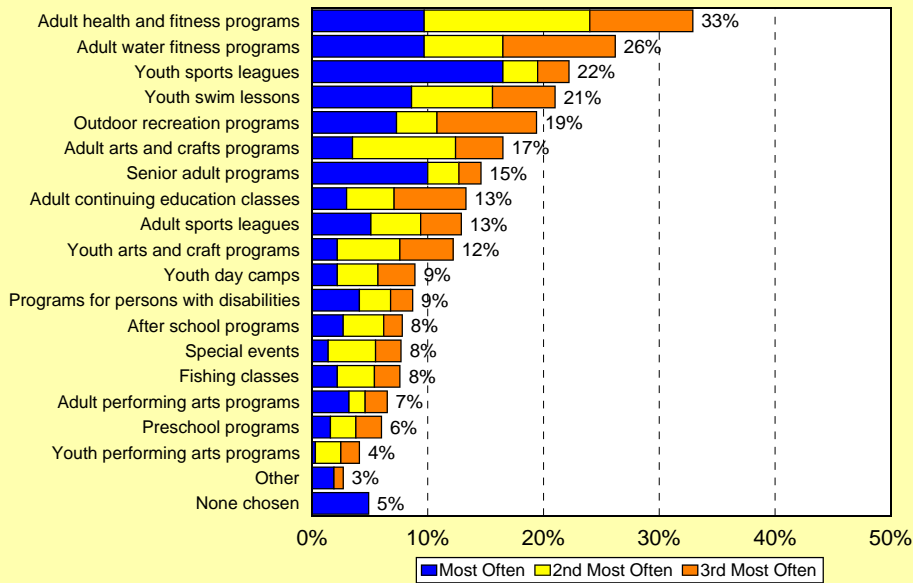
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q17. Programs Respondents Would Participate in Most Often

by percentage of respondents who selected the item as one of their top three choices



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q18. Support from Respondents for a Dedicated Sales Tax Funding Source for the Operations and Development of Shawnee's Parks, Recreation, Facilities and Services

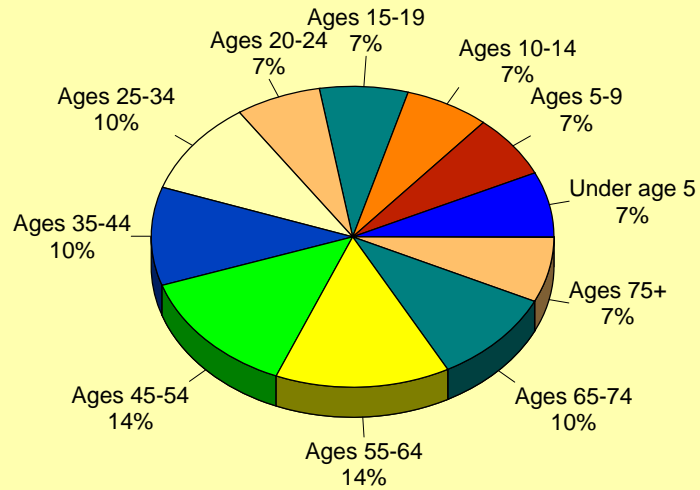
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q19. Demographics: Age of Persons in Household

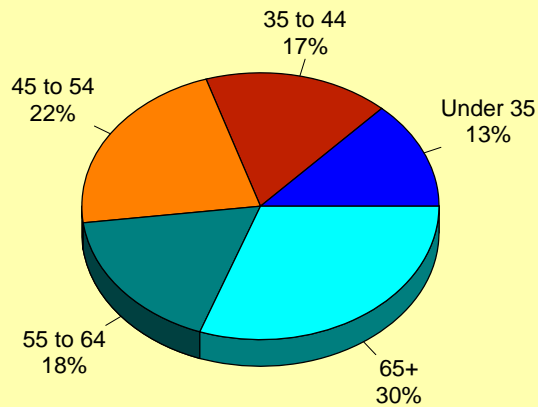
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q20. Demographics: Age of Respondent

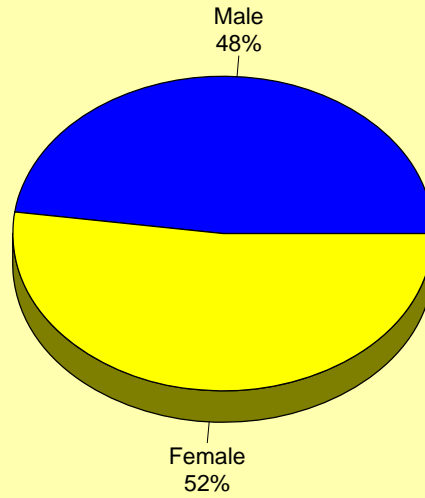
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q21. Demographics: Gender

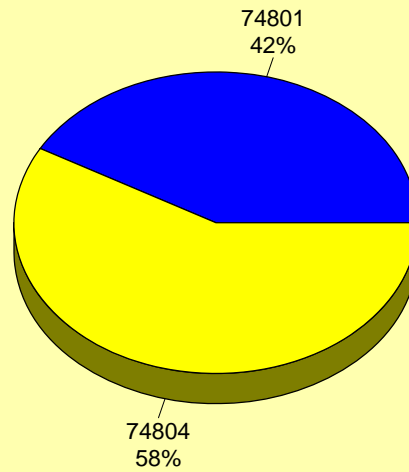
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q22. Demographics: Respondent Zip Code

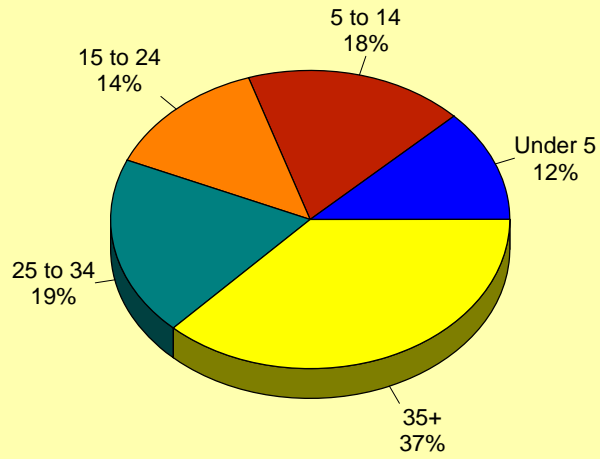
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Q23. Demographics: Number of Years Lived in the City of Shawnee

by percentage of respondents (excluding "not provided")



Source: Leisure Vision/ETC Institute for the City of Shawnee Parks & Recreation Department

Section 3

Importance-Unmet Needs Matrix

City of Shawnee, OK

Importance-Unmet Needs Matrix

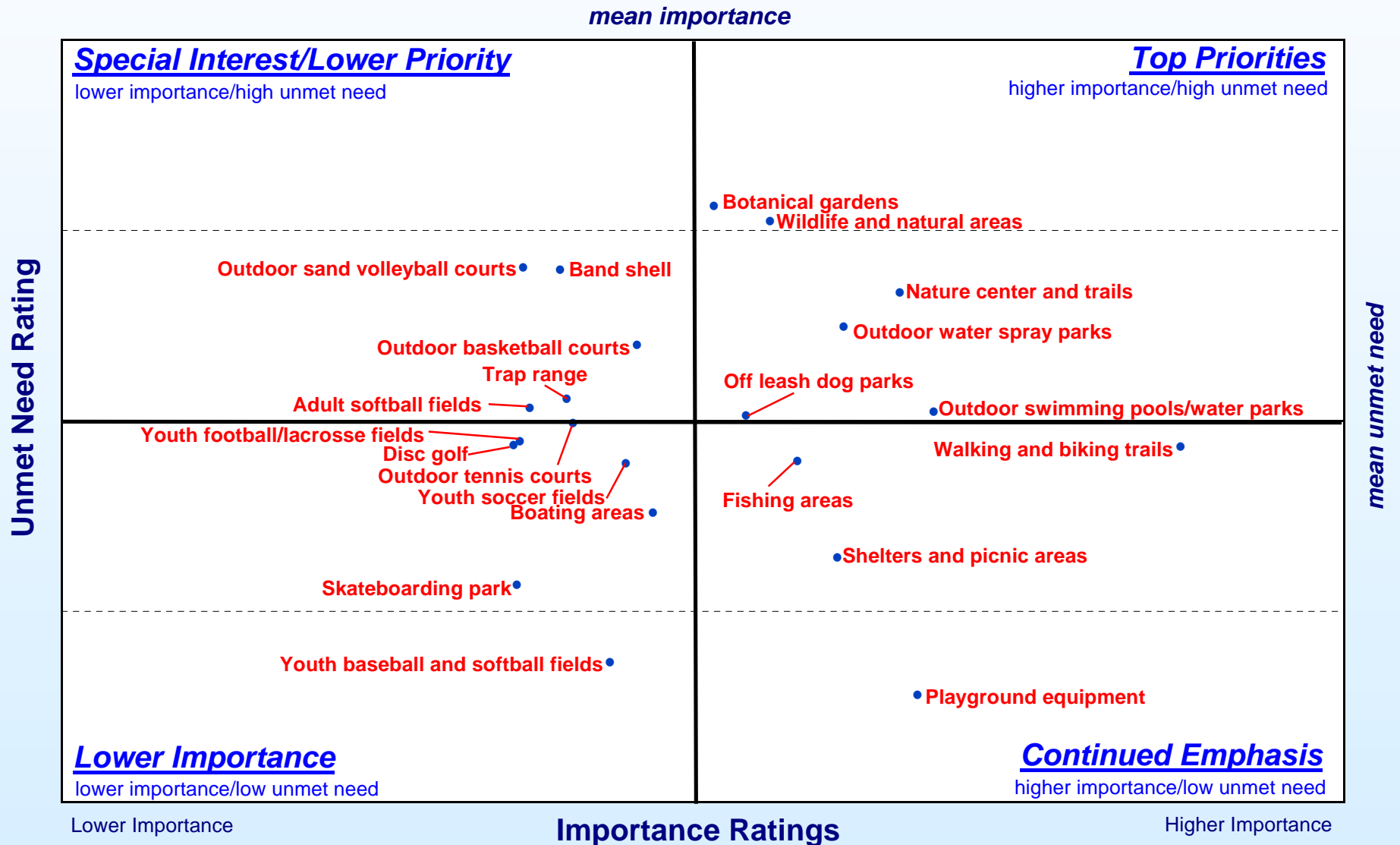
The Importance-Unmet Needs Matrix is a tool for assessing the priority that should be placed on parks and recreation facilities and recreation programs in the City of Shawnee. Each of the facilities that were assessed on the survey were placed in one of the following four quadrants:

- **Top Priorities** (higher unmet need and higher importance). Items in this quadrant should be given the highest priority for improvement. Respondents placed a high level of importance on these items, and the unmet need rating is high. Improvements to items in this quadrant will have positive benefits for the highest number of the City of Shawnee residents.
- **Opportunities for Improvement** (higher unmet need and lower importance). Respondents placed a lower level of importance on these items, but the unmet need rating is relatively high. Items in this quadrant should be given secondary priority for improvement.
- **Special Needs** (lower unmet need and higher importance). This quadrant shows where improvements may be needed to serve the needs of specialized populations. Respondents placed a high level of importance on these items, but the unmet need rating is relatively low.
- **Less Important** (lower unmet need and lower importance). Items in this quadrant should receive the lowest priority for improvement. Respondents placed a lower level of importance on these items, and the unmet need rating is relatively low.

The following page contains the Importance-Unmet Needs Matrix for all parks and recreation facilities assessed on the survey.

2015 Importance-Unmet Needs Assessment Matrix for the City of Shawnee OK Parks and Recreation Facilities

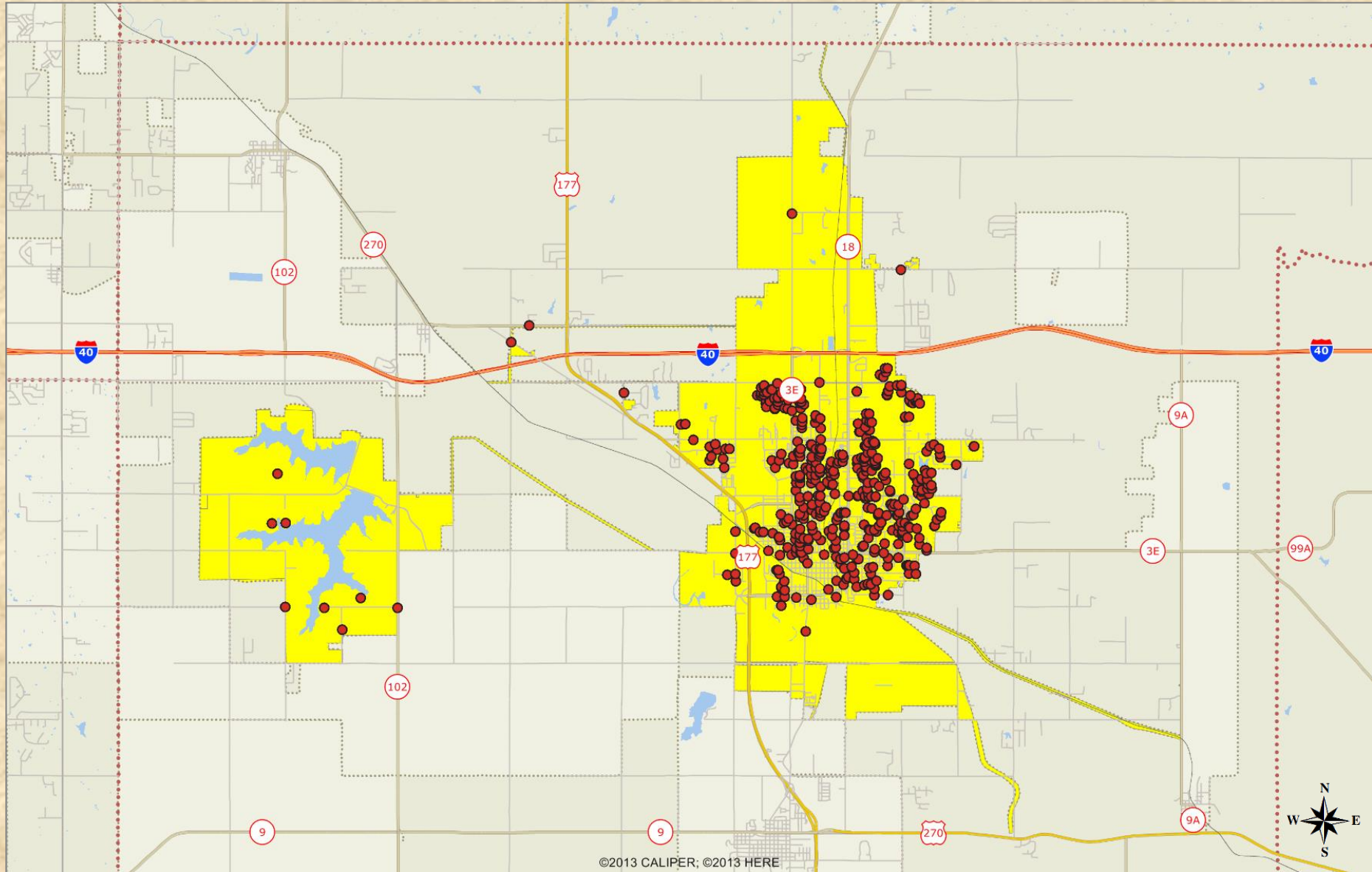
(points on the graph show deviations from the mean importance and unmet need ratings given by respondents to the survey)



Section 4

GIS Maps

Location of Survey Respondents

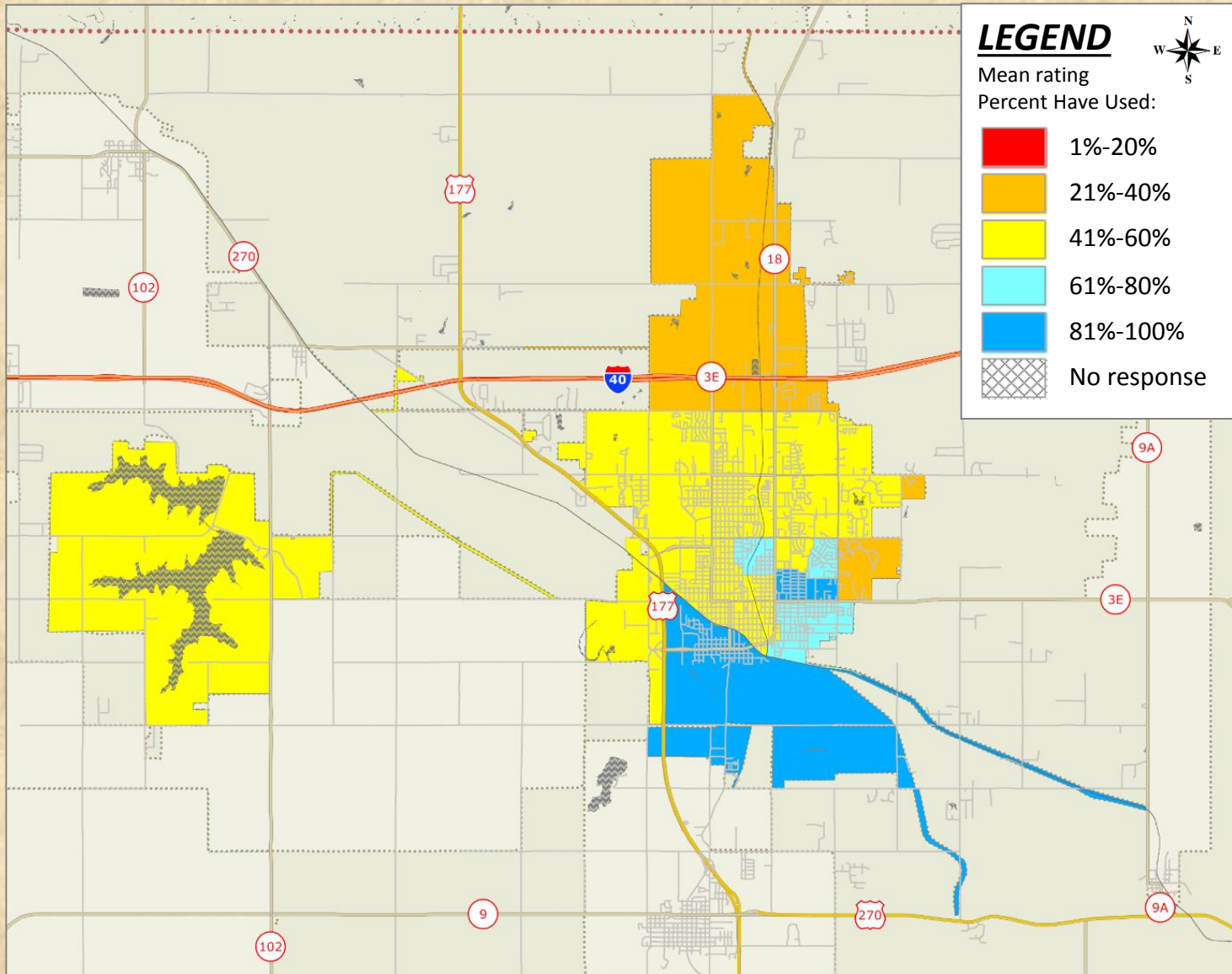


©2013 CALIPER; ©2013 HERE

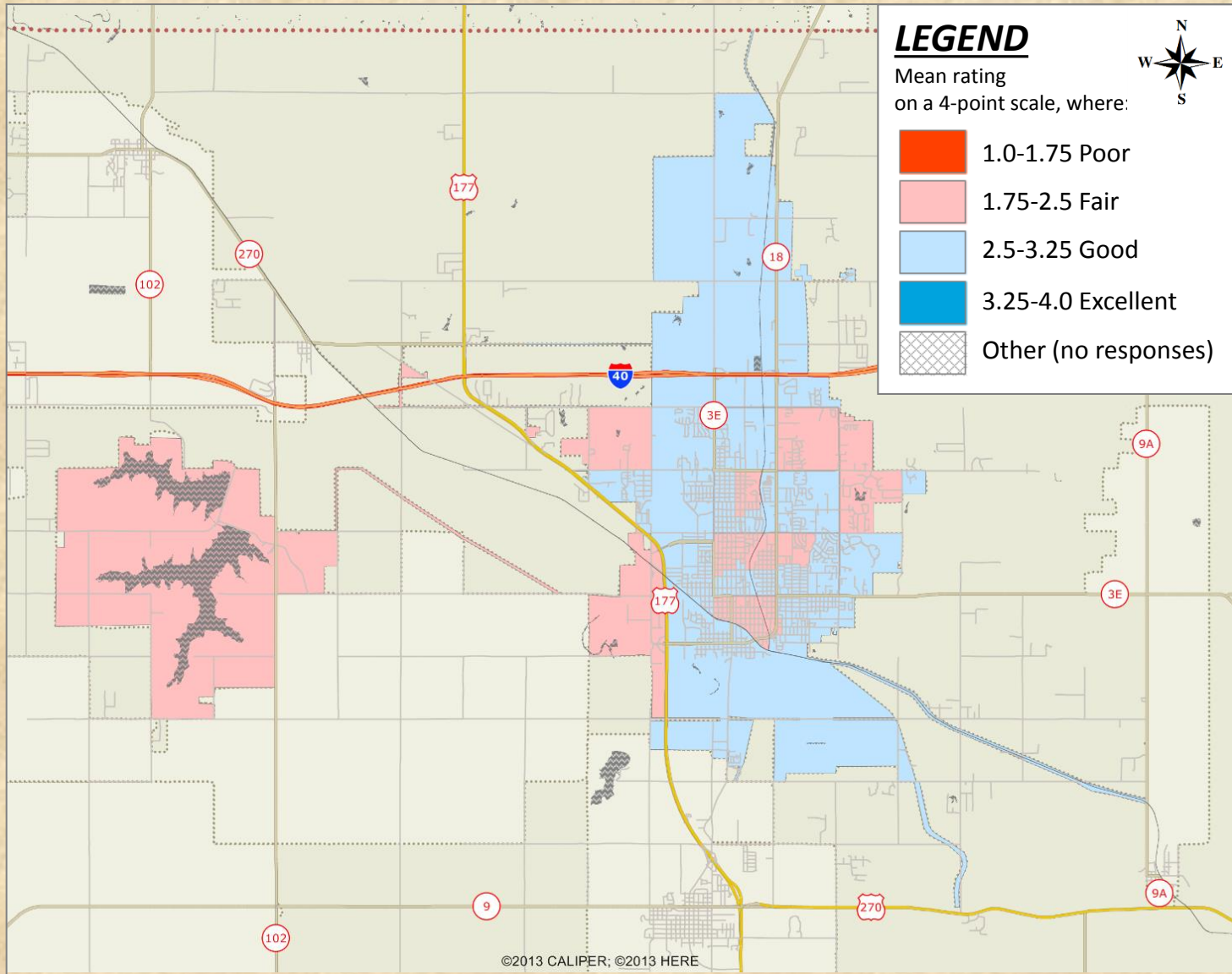
Facility Usage and Ratings

Question #9

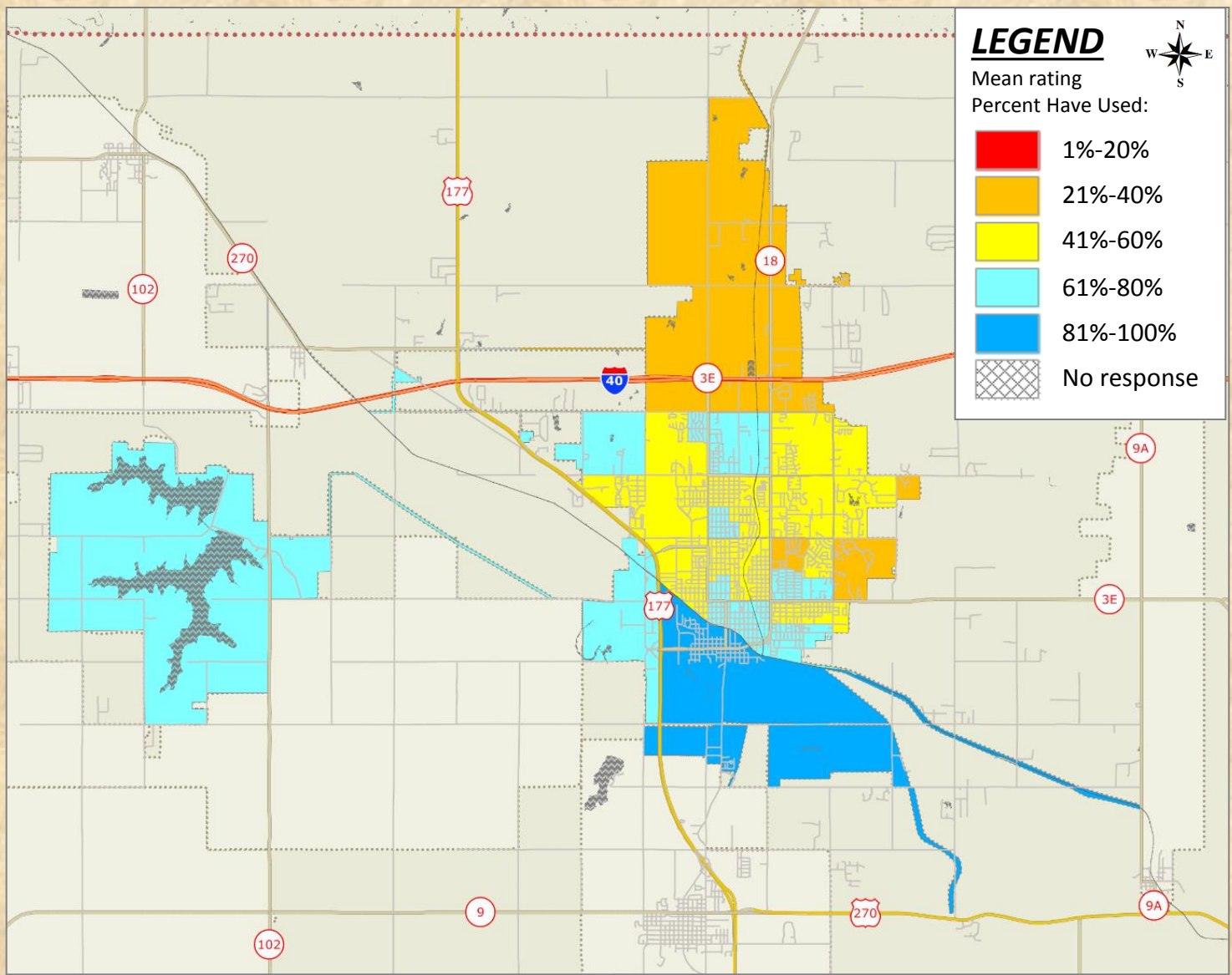
Q9A: If Respondent Households Have Used Picnic Areas



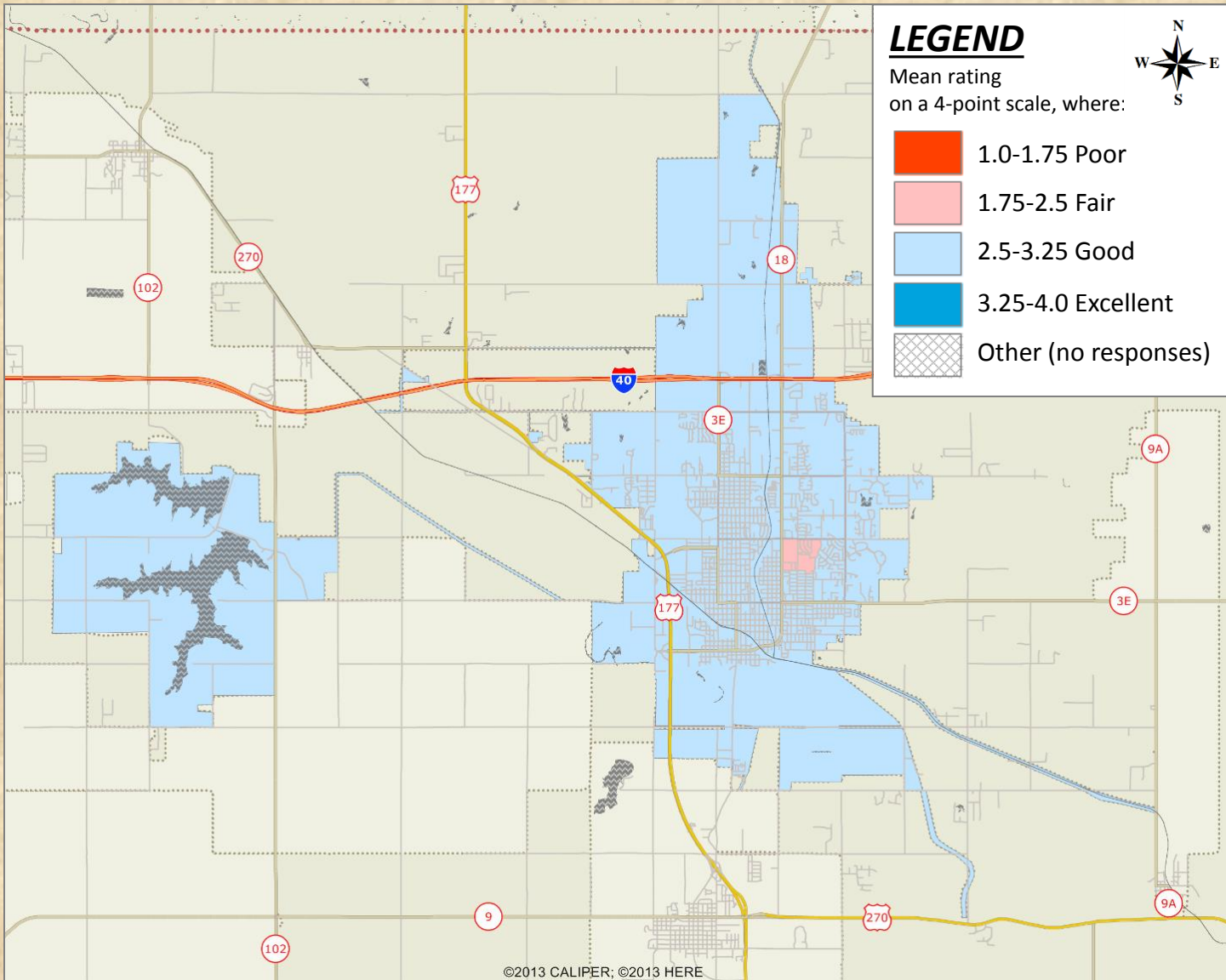
Q9a: Condition of Picnic Areas



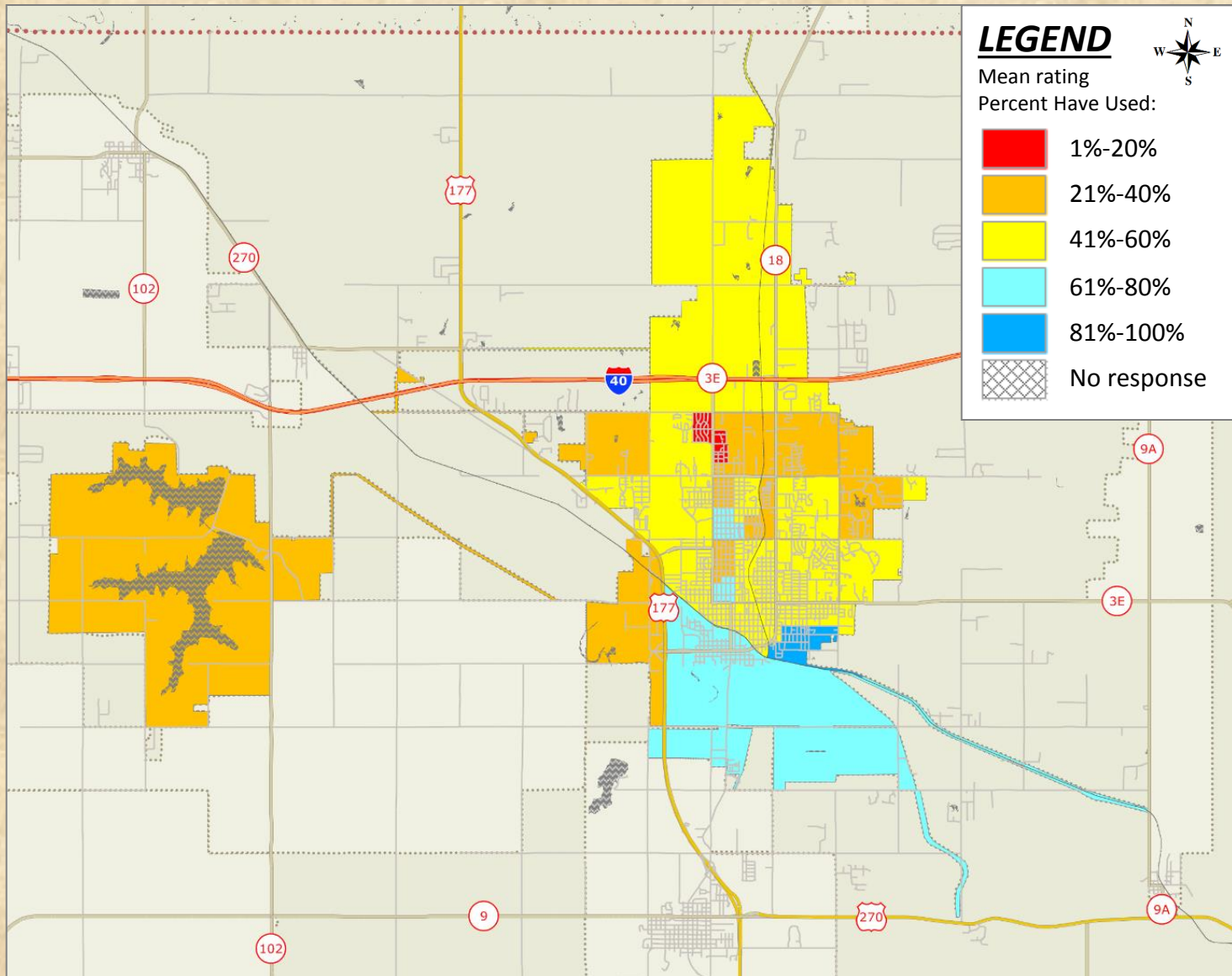
Q9B: If Respondent Households Have Used Playground Equipment



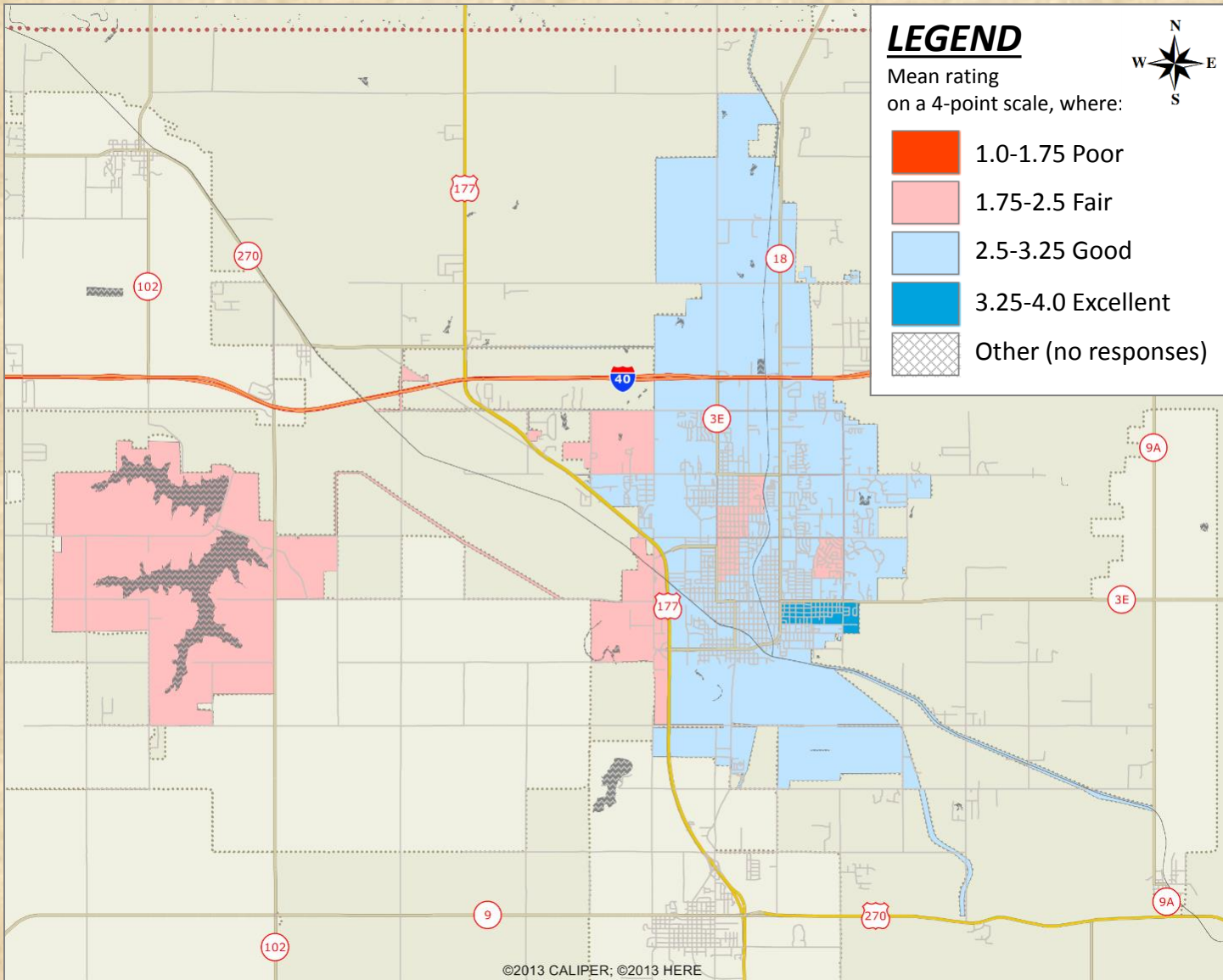
Q9b: Condition of Playground Equipment



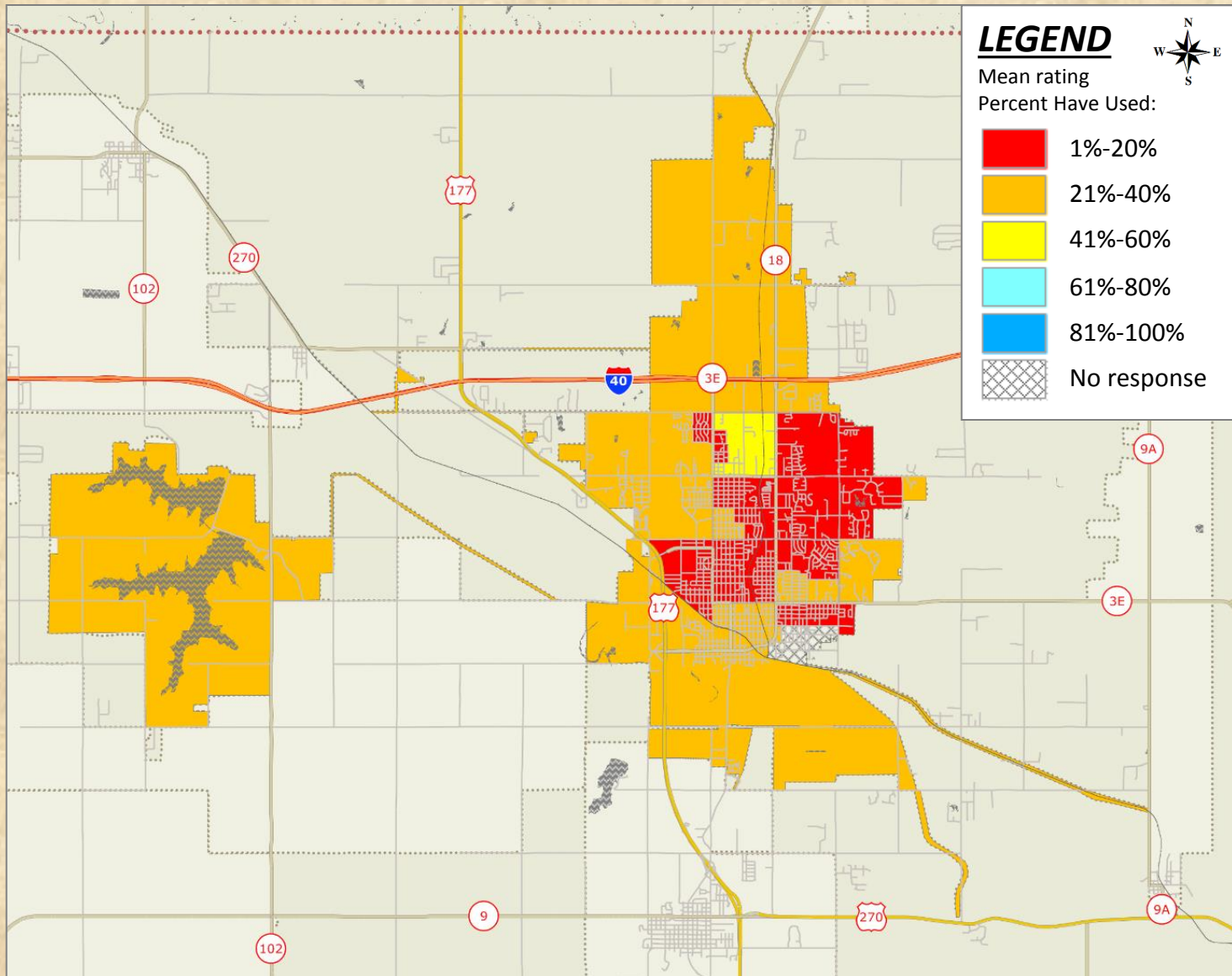
Q9C: If Respondent Households Have Used Walking Trails and Paths



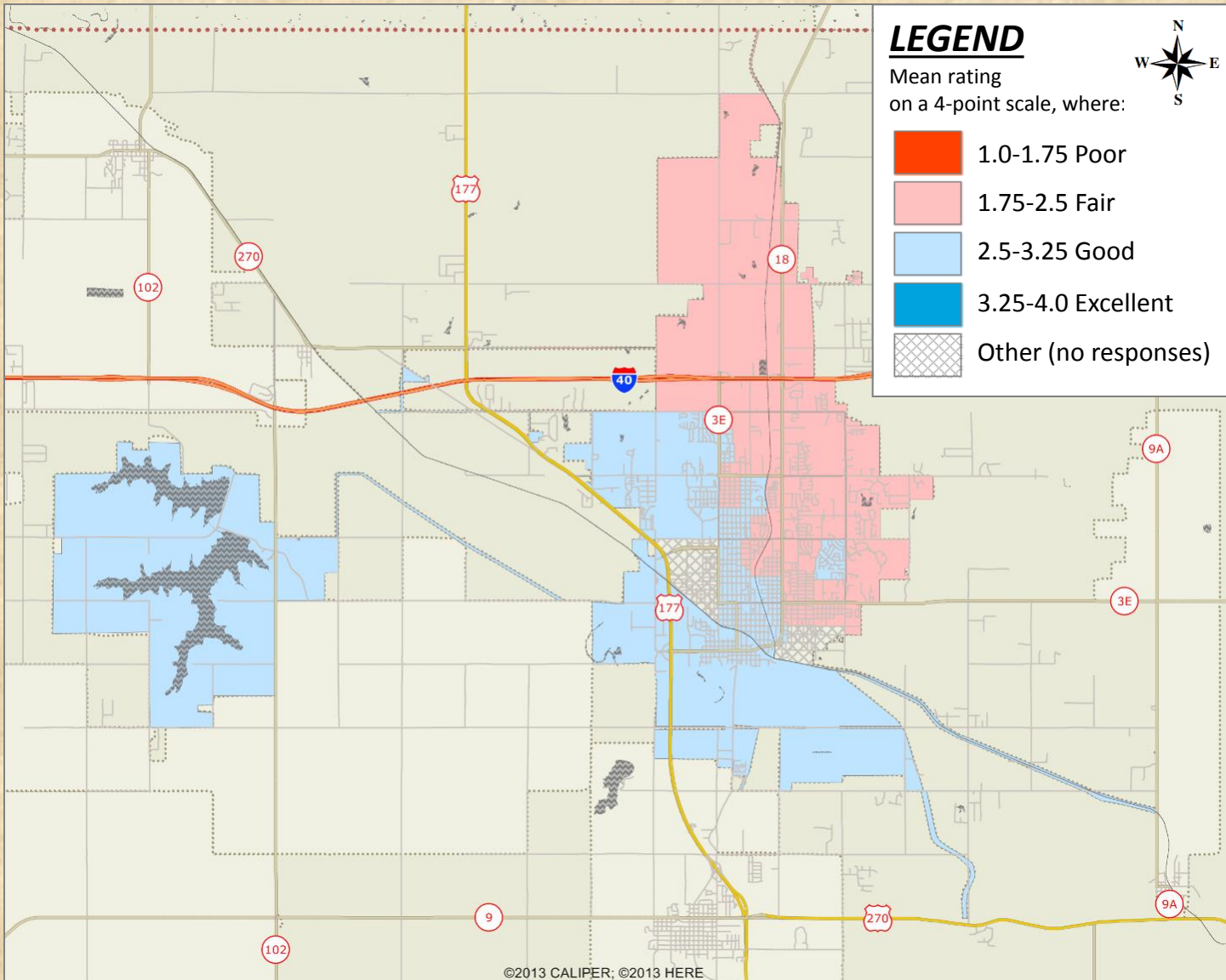
Q9c: Condition of Walking Trails and Paths



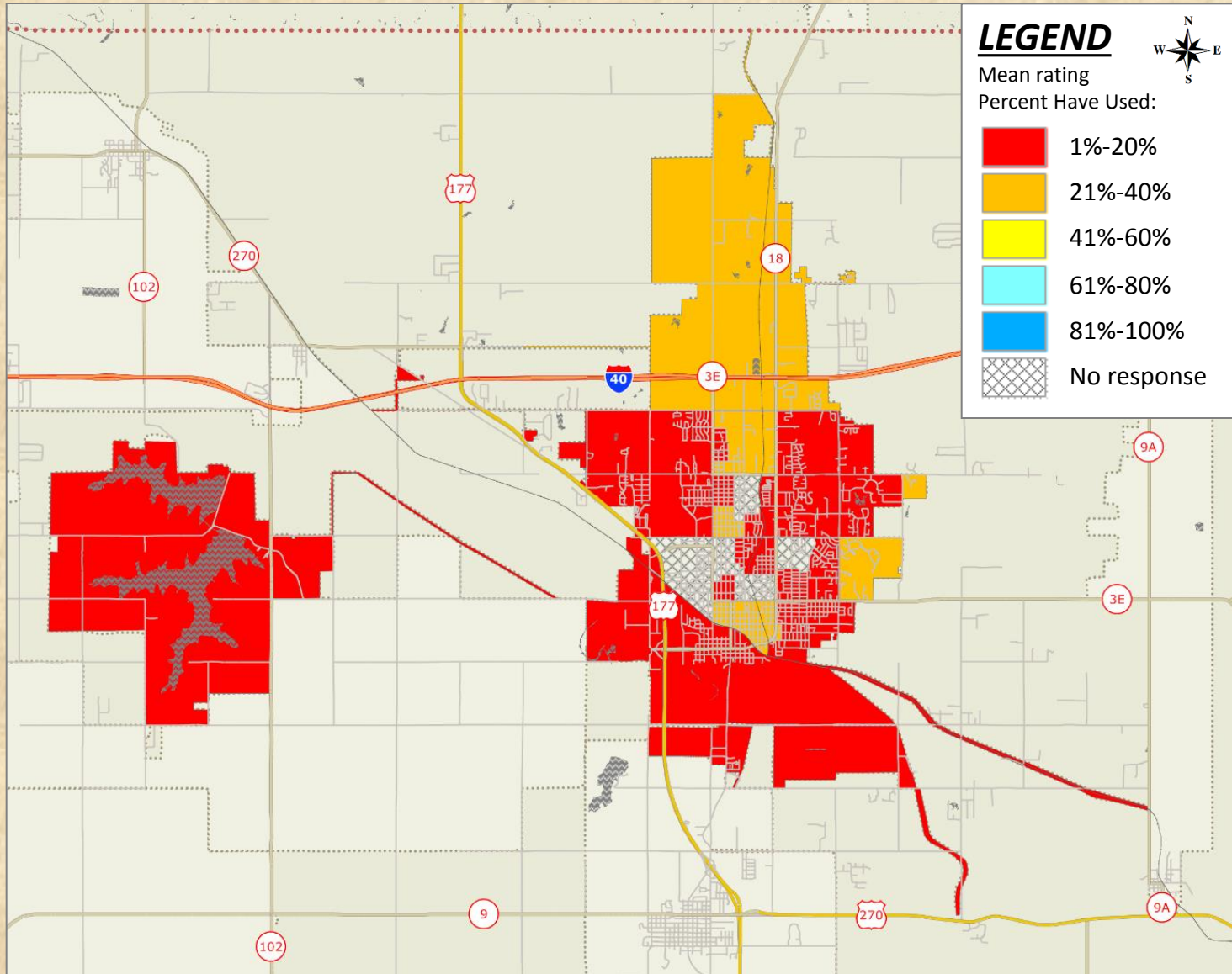
Q9D: If Respondent Households Have Used Youth Baseball/Softball Fields



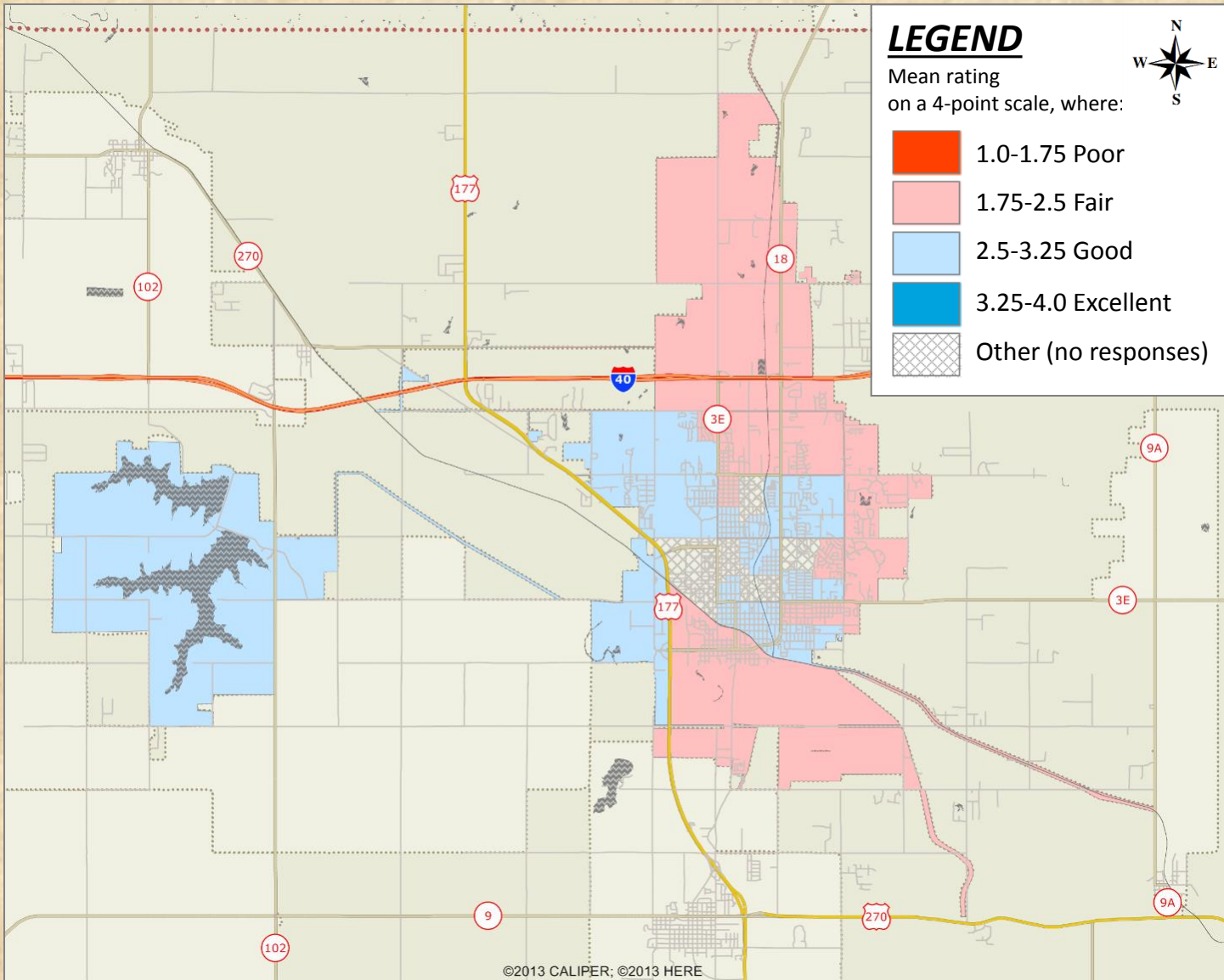
Q9d: Condition of Youth Baseball/Softball Fields



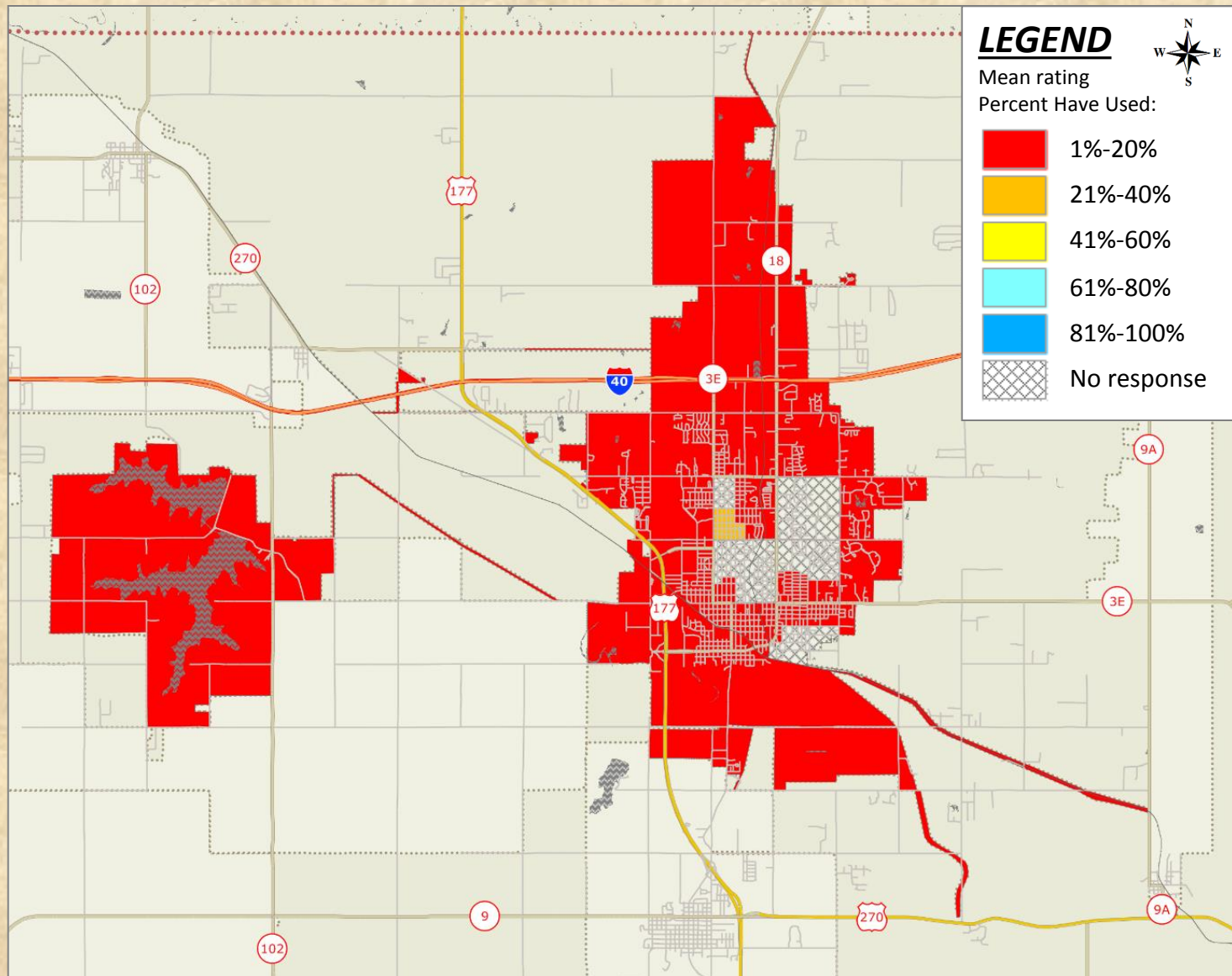
Q9E: If Respondent Households Have Used Youth Soccer Fields



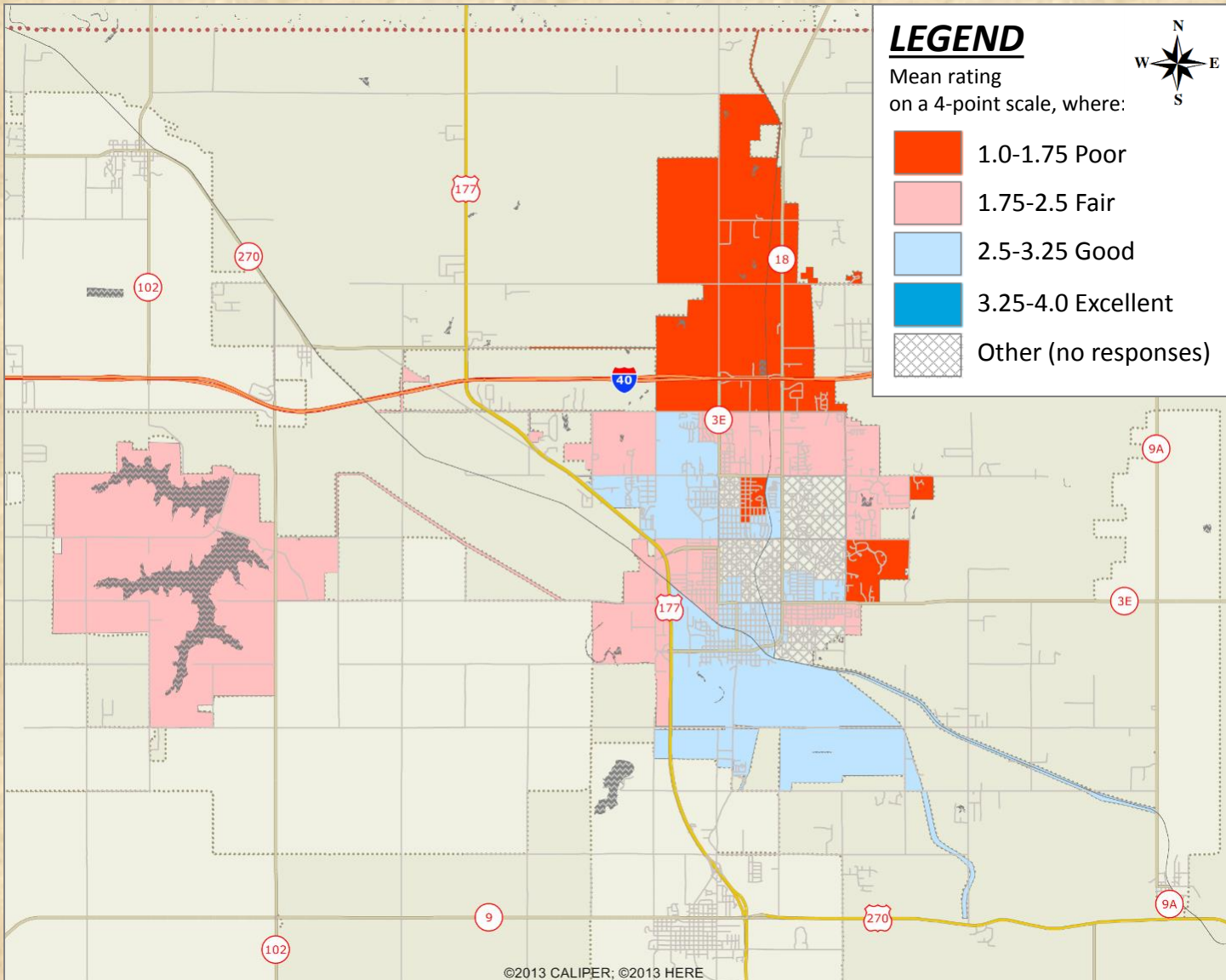
Q9e: Condition of Youth Soccer Fields



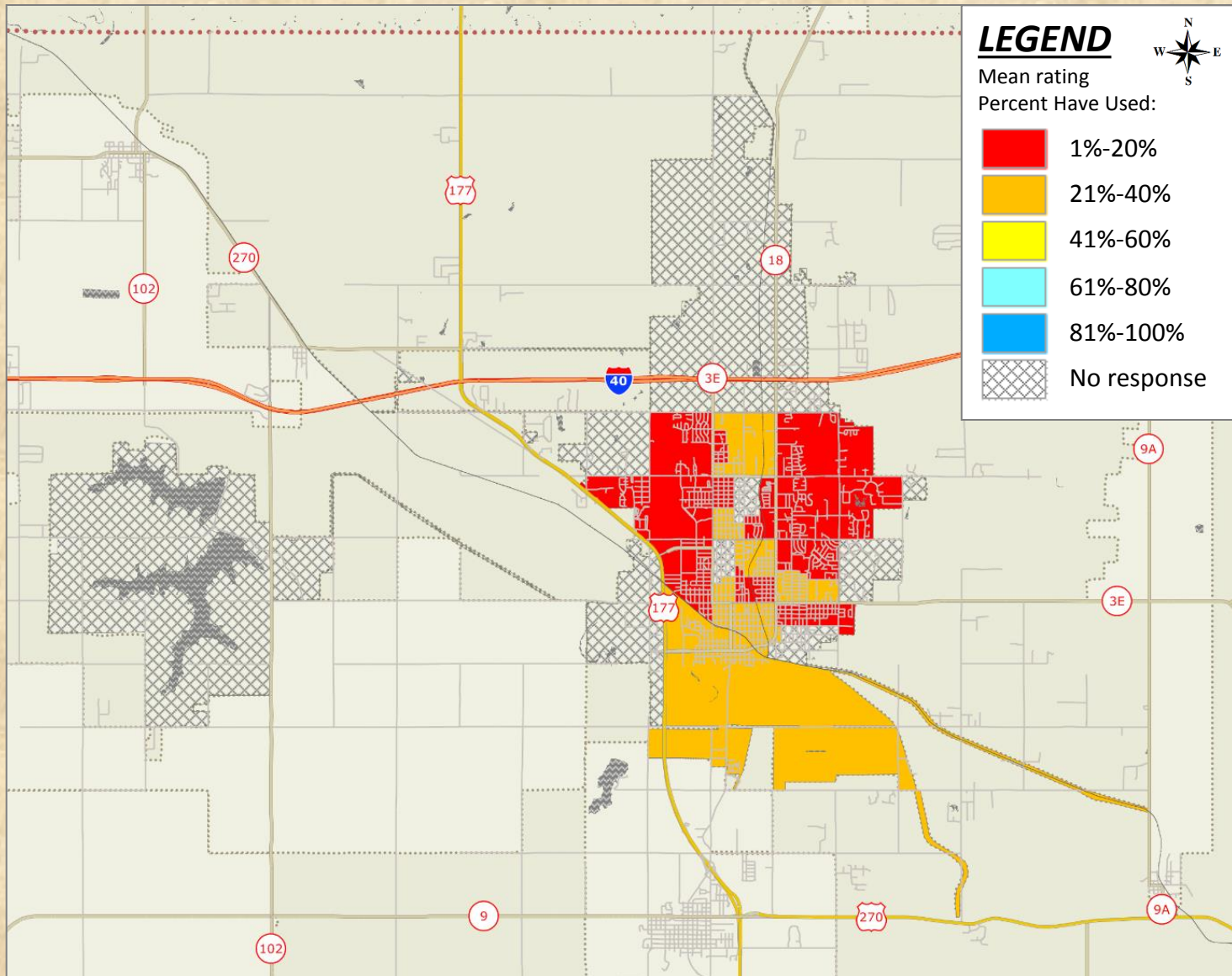
Q9F: If Respondent Households Have Used Youth Football Fields



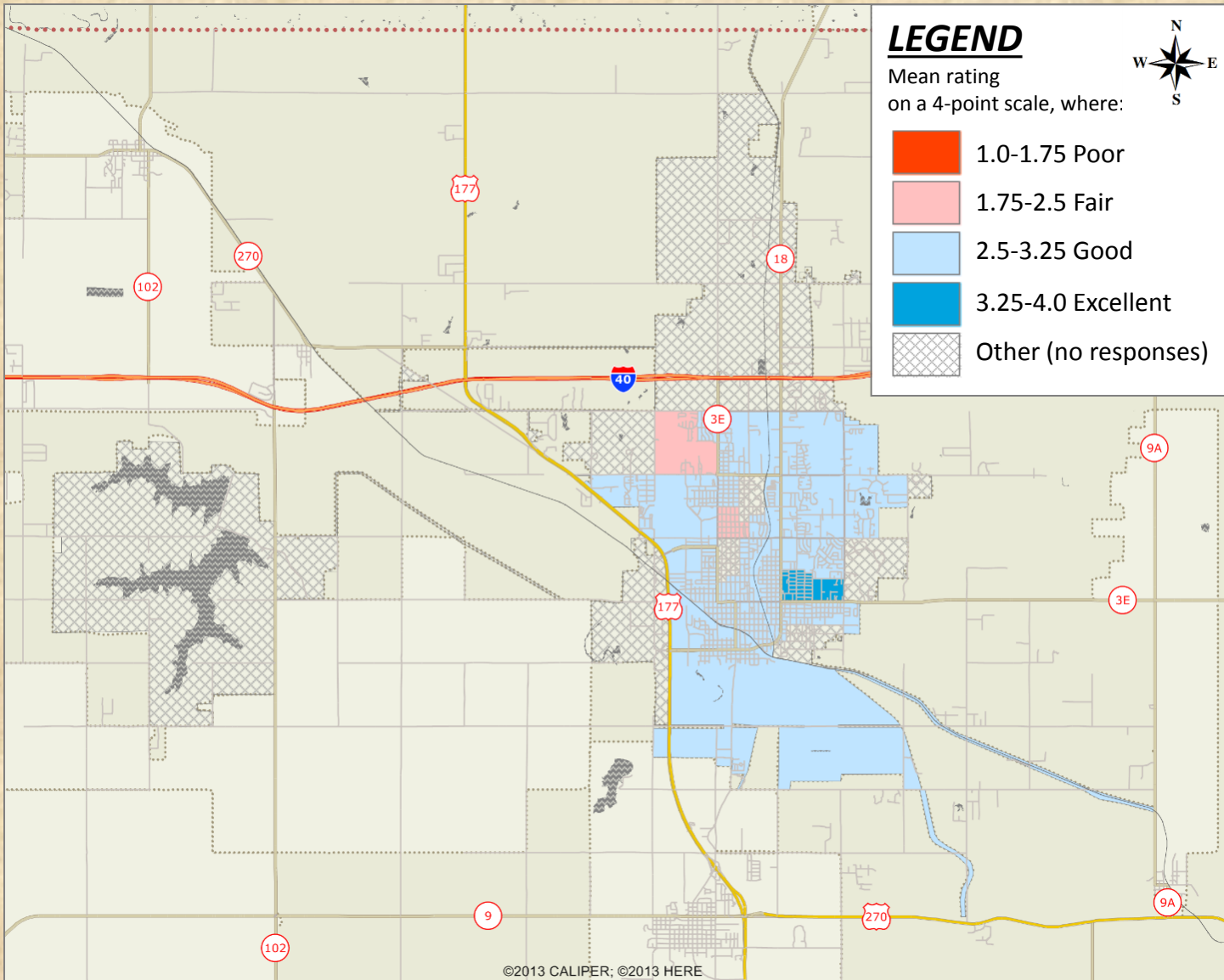
Q9f: Condition of Youth Football Fields



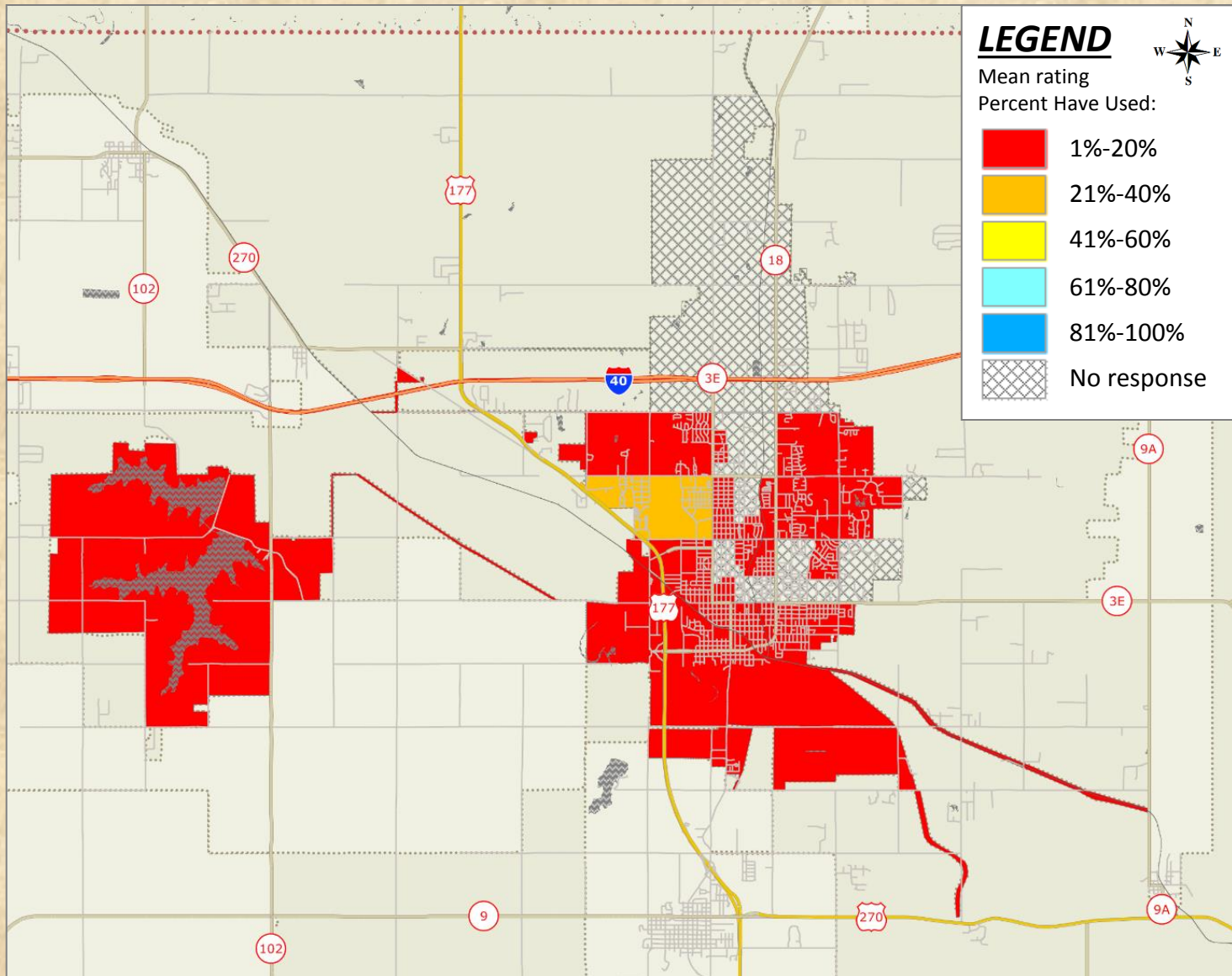
Q9G: If Respondent Households Have Used Skateboard Park



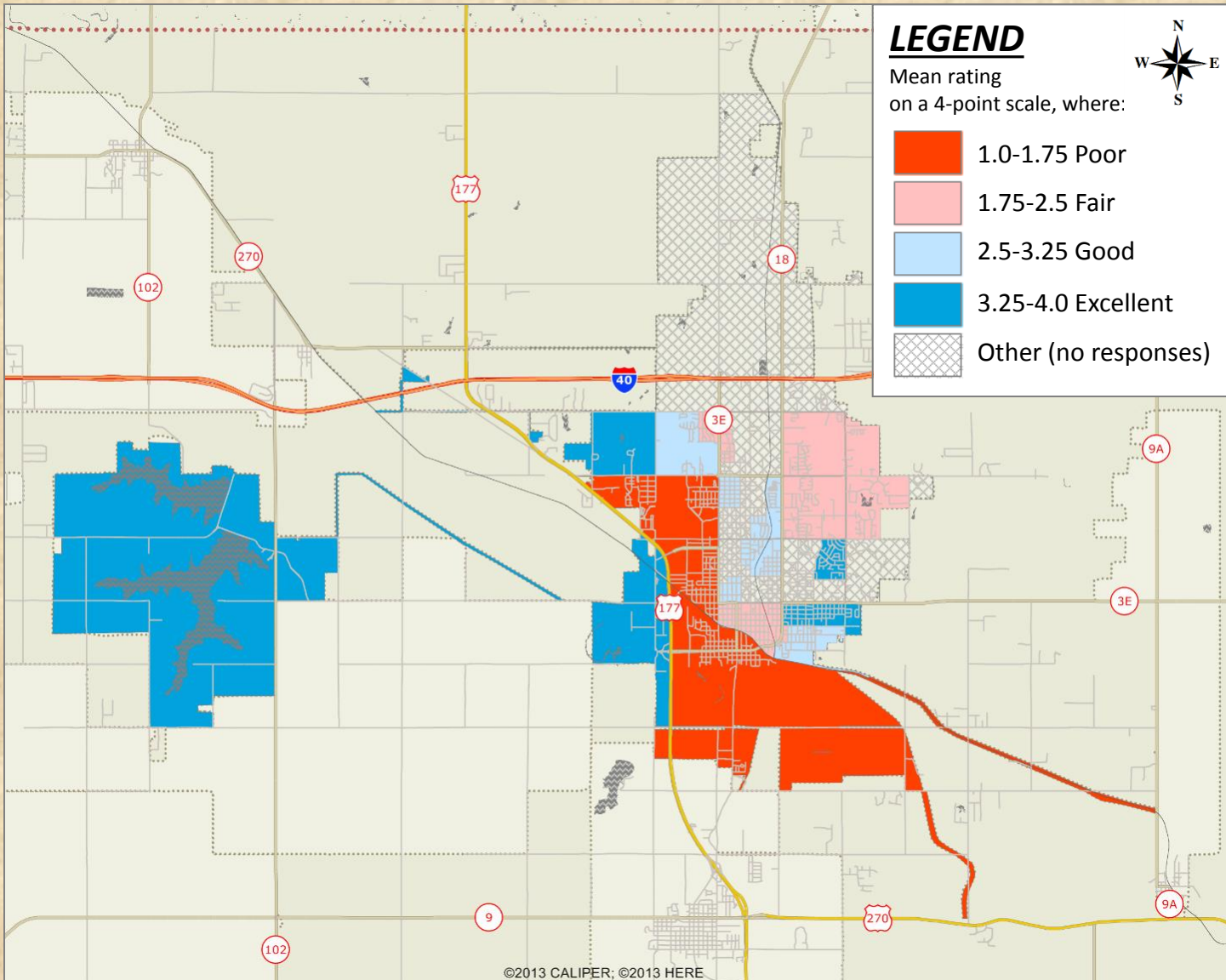
Q9g: Condition of Skateboard Park



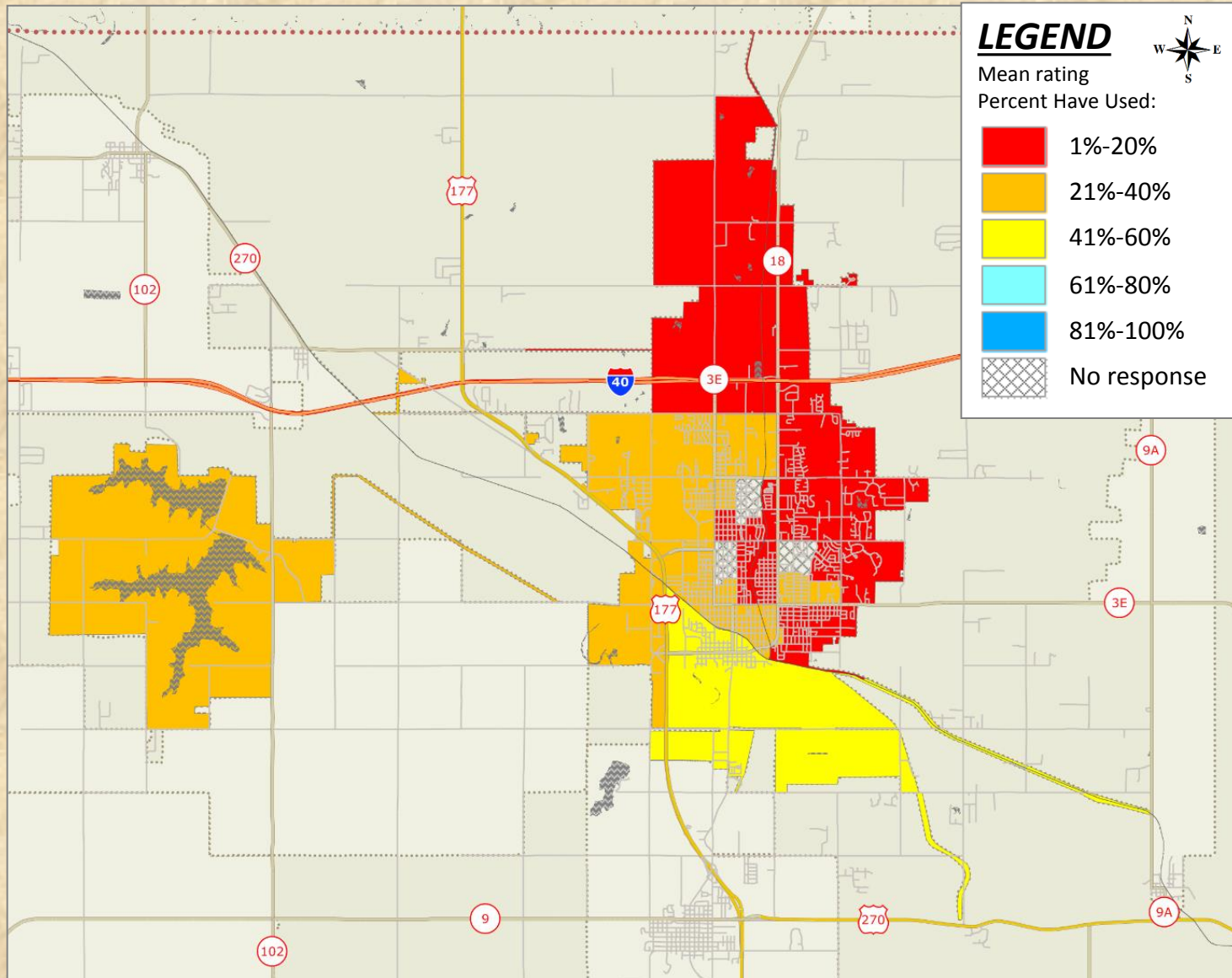
Q9H: If Respondent Households Have Used Disc Golf Course



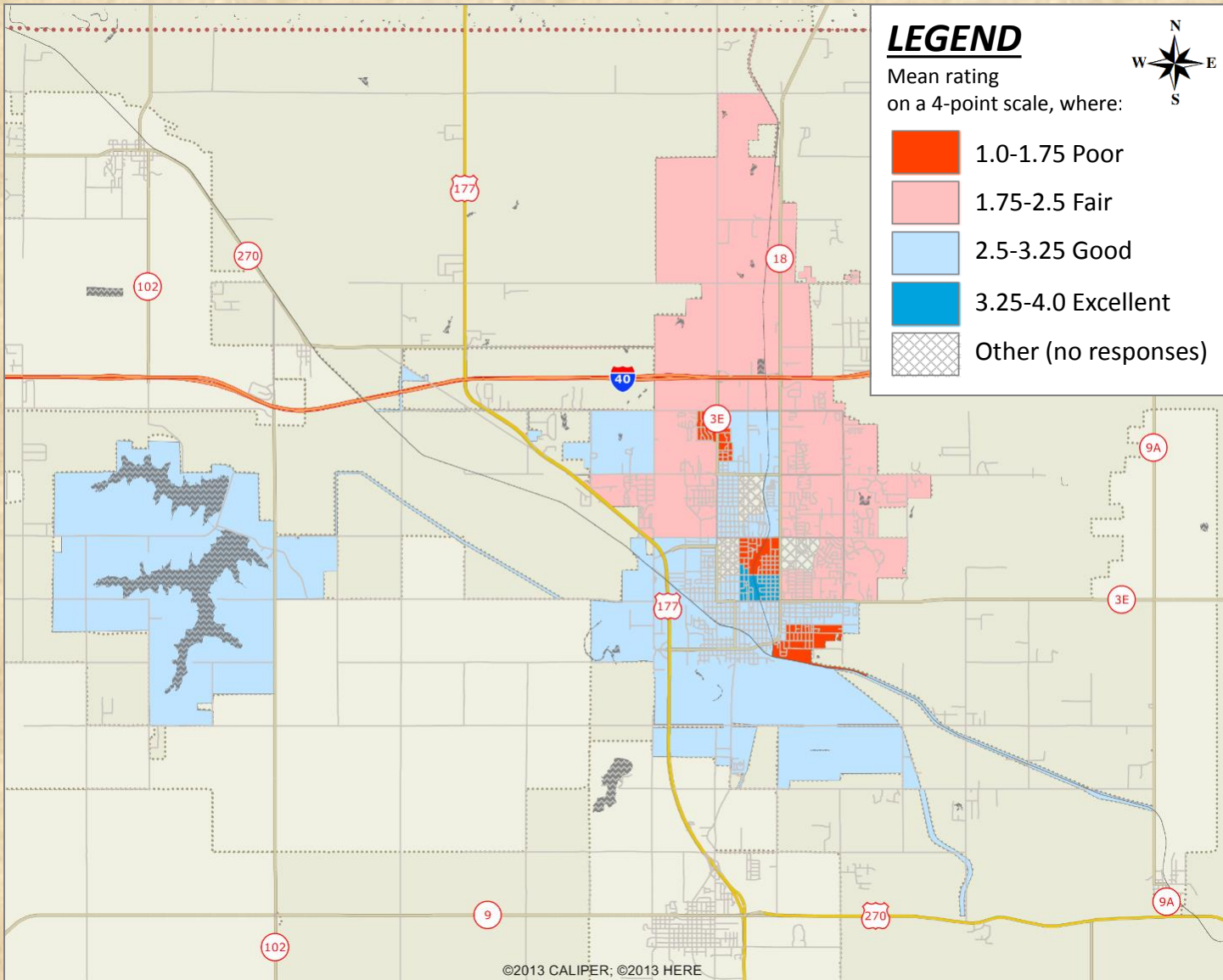
Q9h: Condition of Disc Golf Course



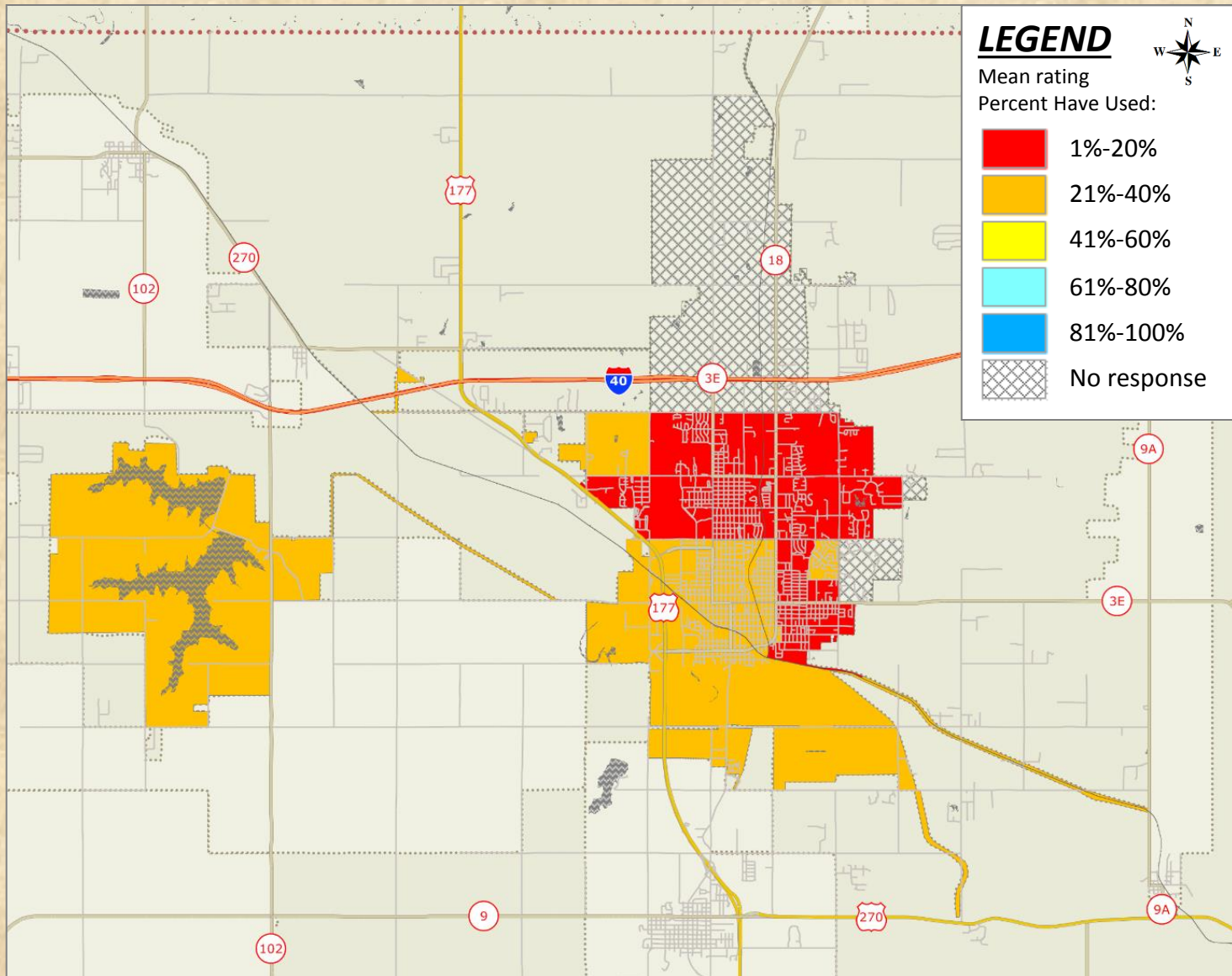
Q9I: If Respondent Households Have Used Basketball Courts



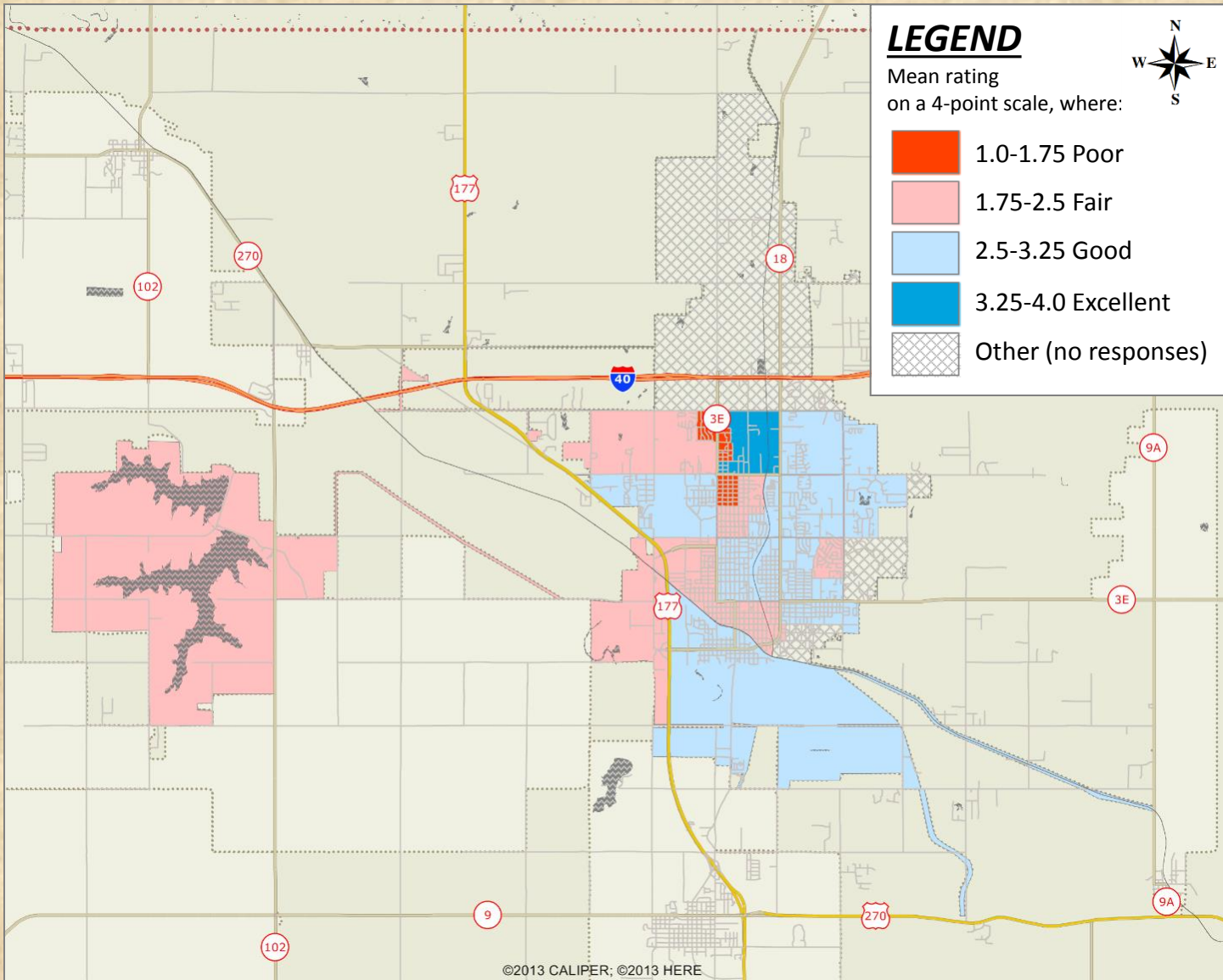
Q9i: Condition of Basketball Courts



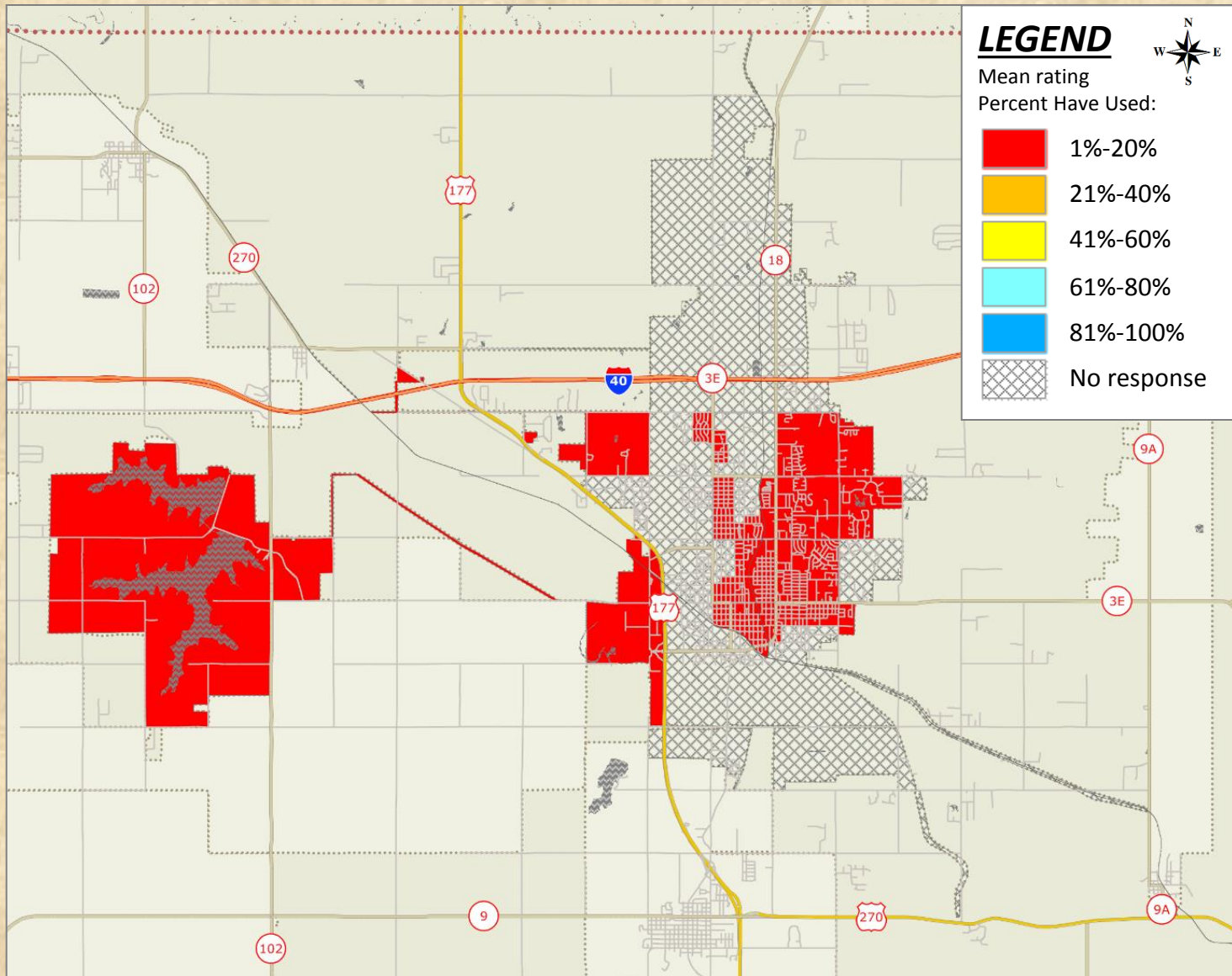
Q9J: If Respondent Households Have Used Fishing Areas



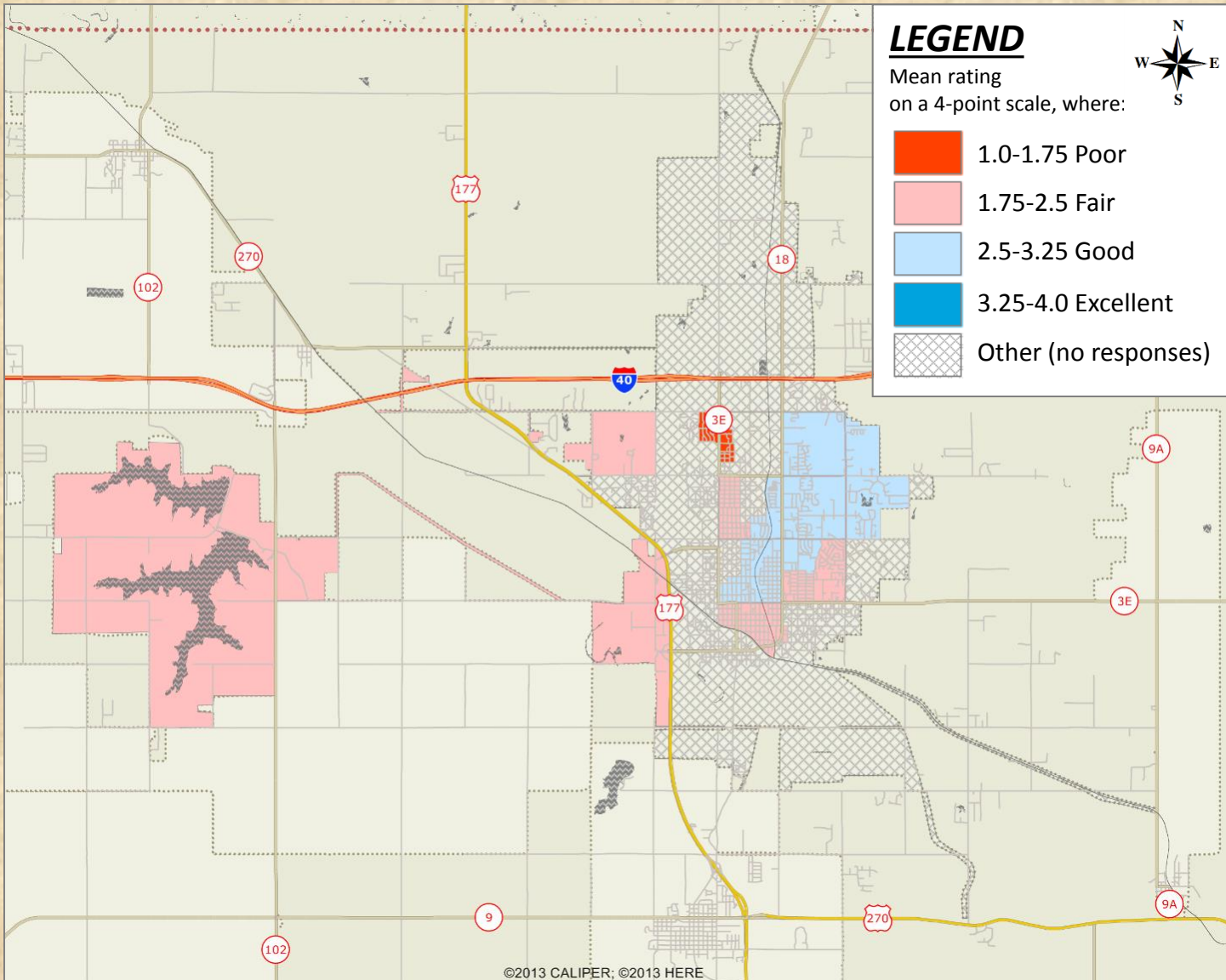
Q9j: Condition of Fishing Areas



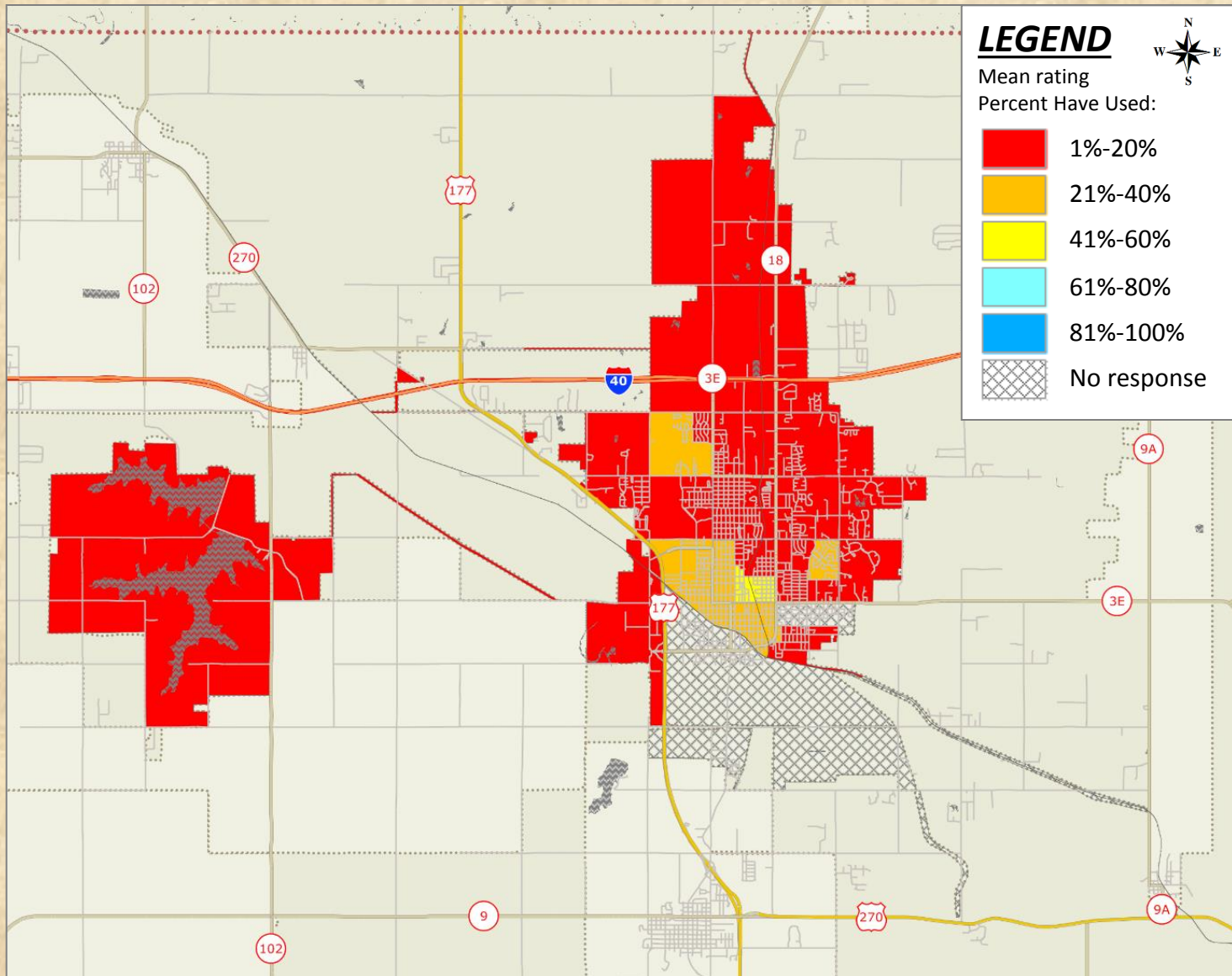
Q9K: If Respondent Households Have Used Trap Range



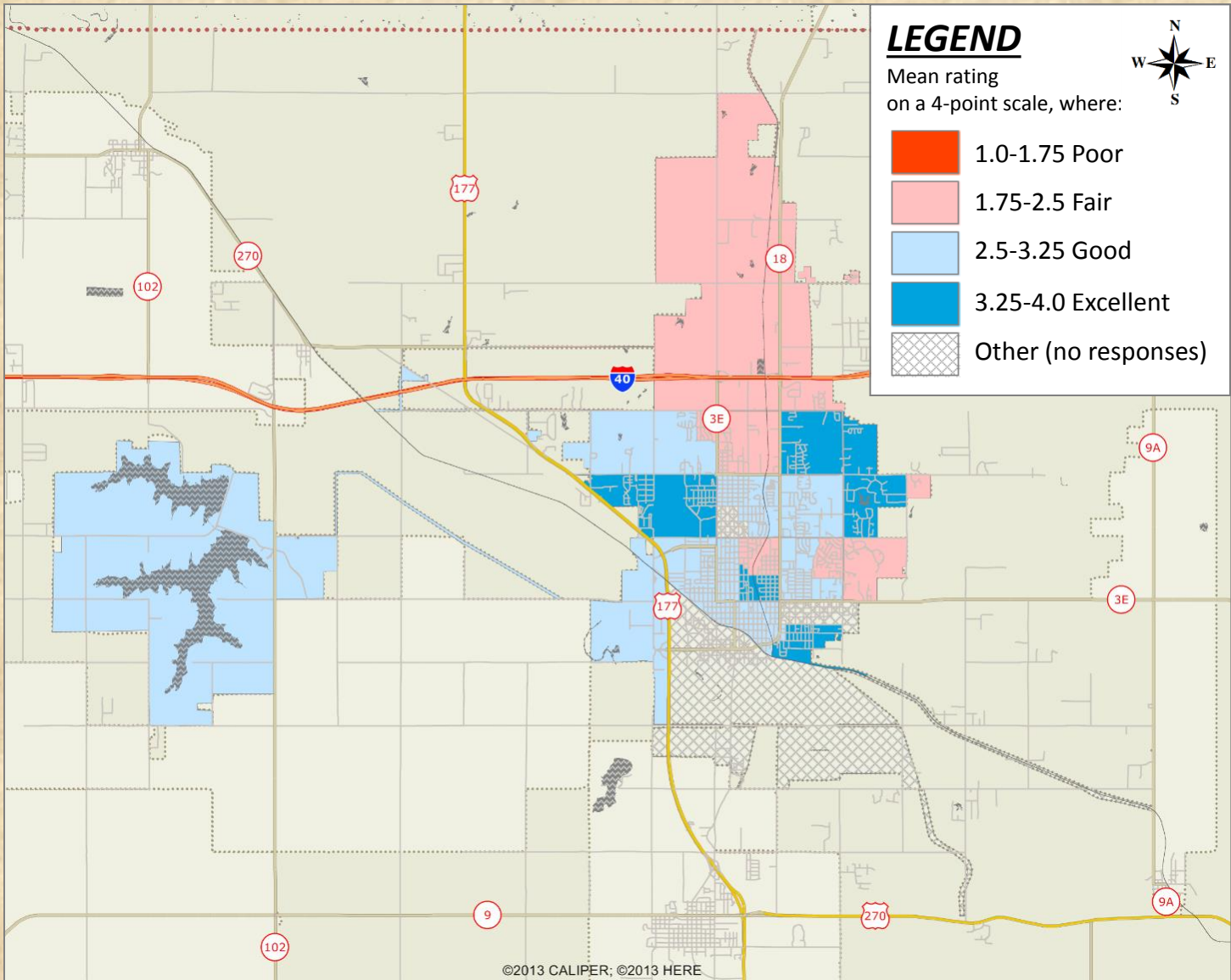
Q9k: Condition of Trap Range



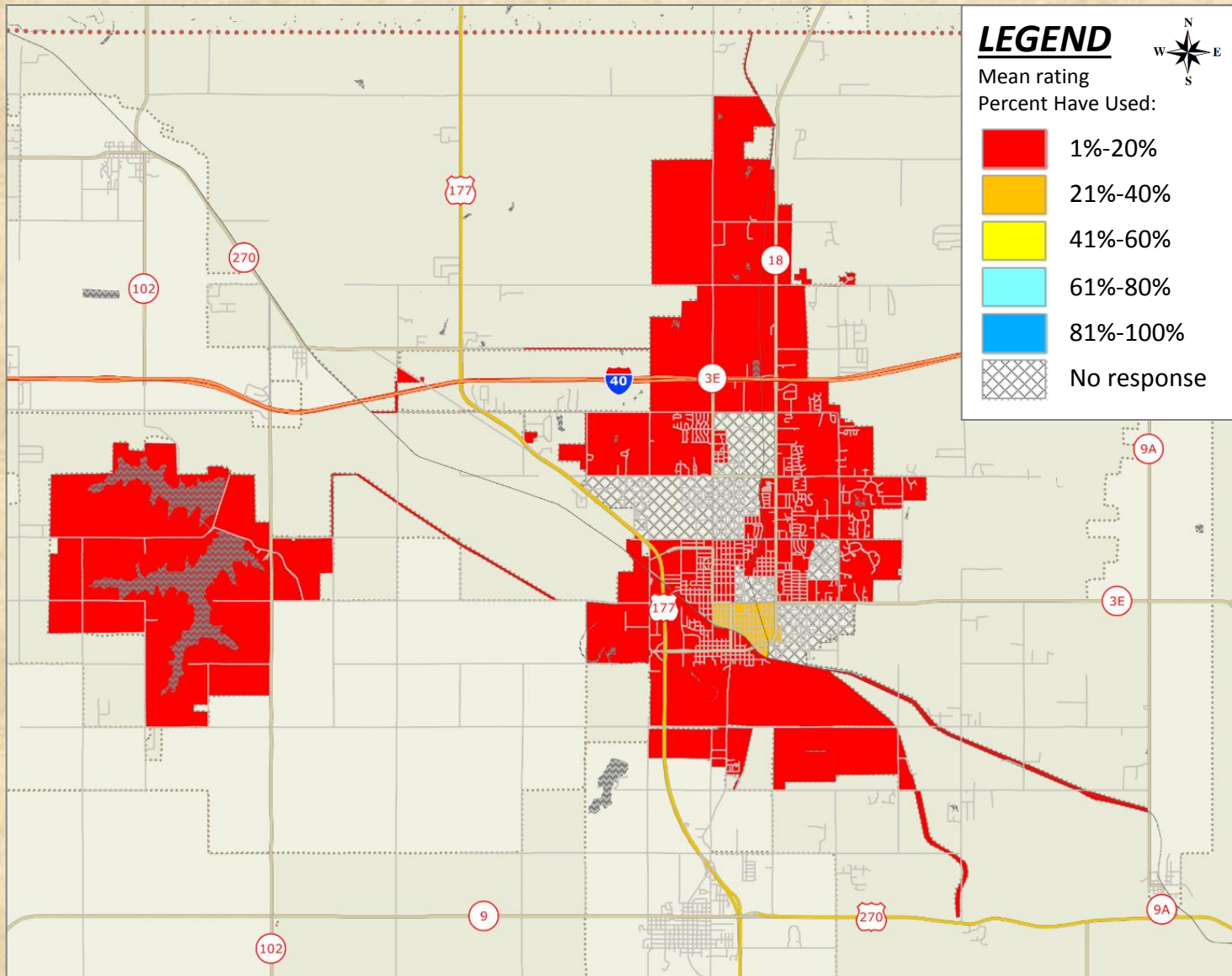
Q9L: If Respondent Households Have Used Dog Park



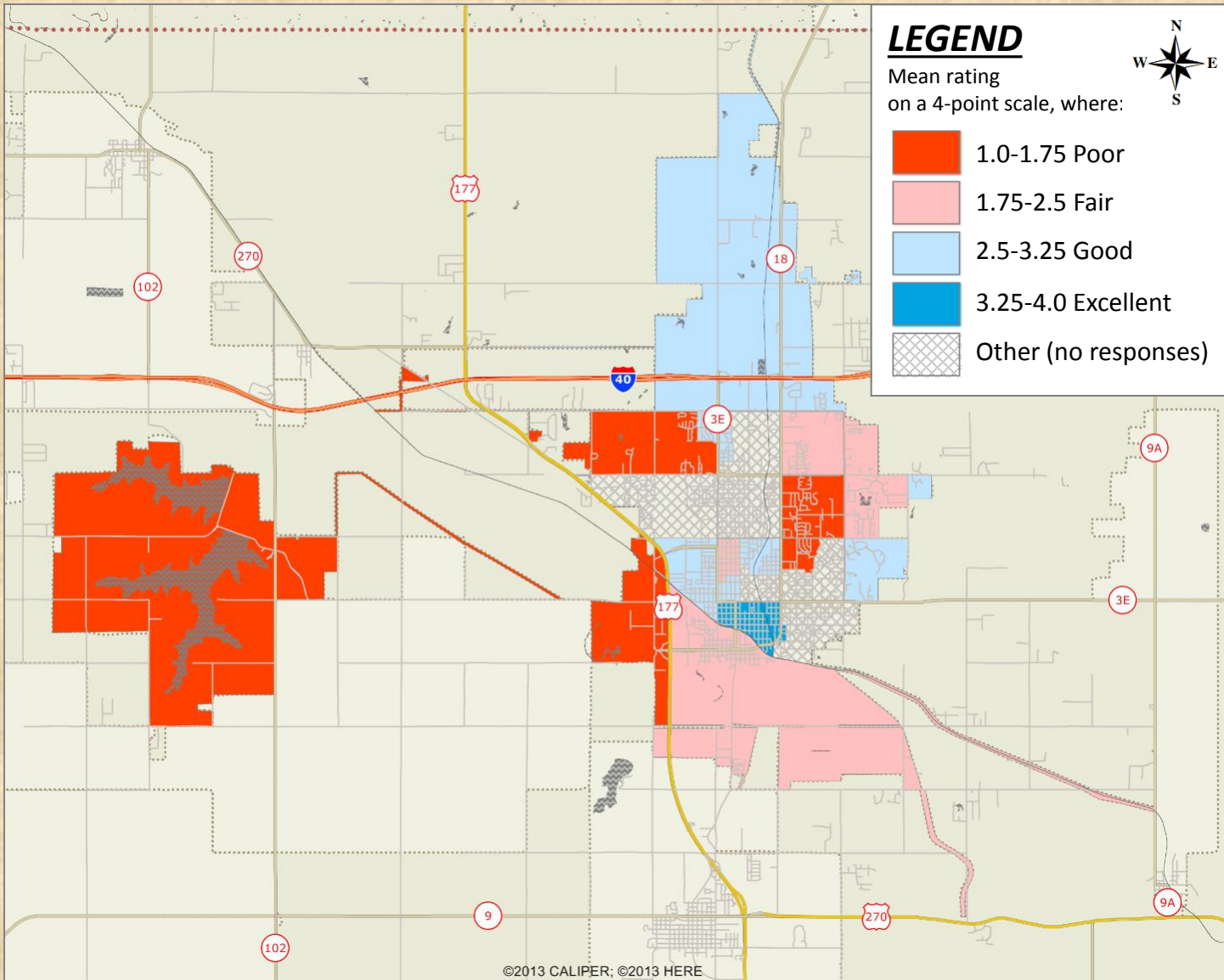
Q91: Condition of Dog Park



Q9M: If Respondent Households Have Used Other



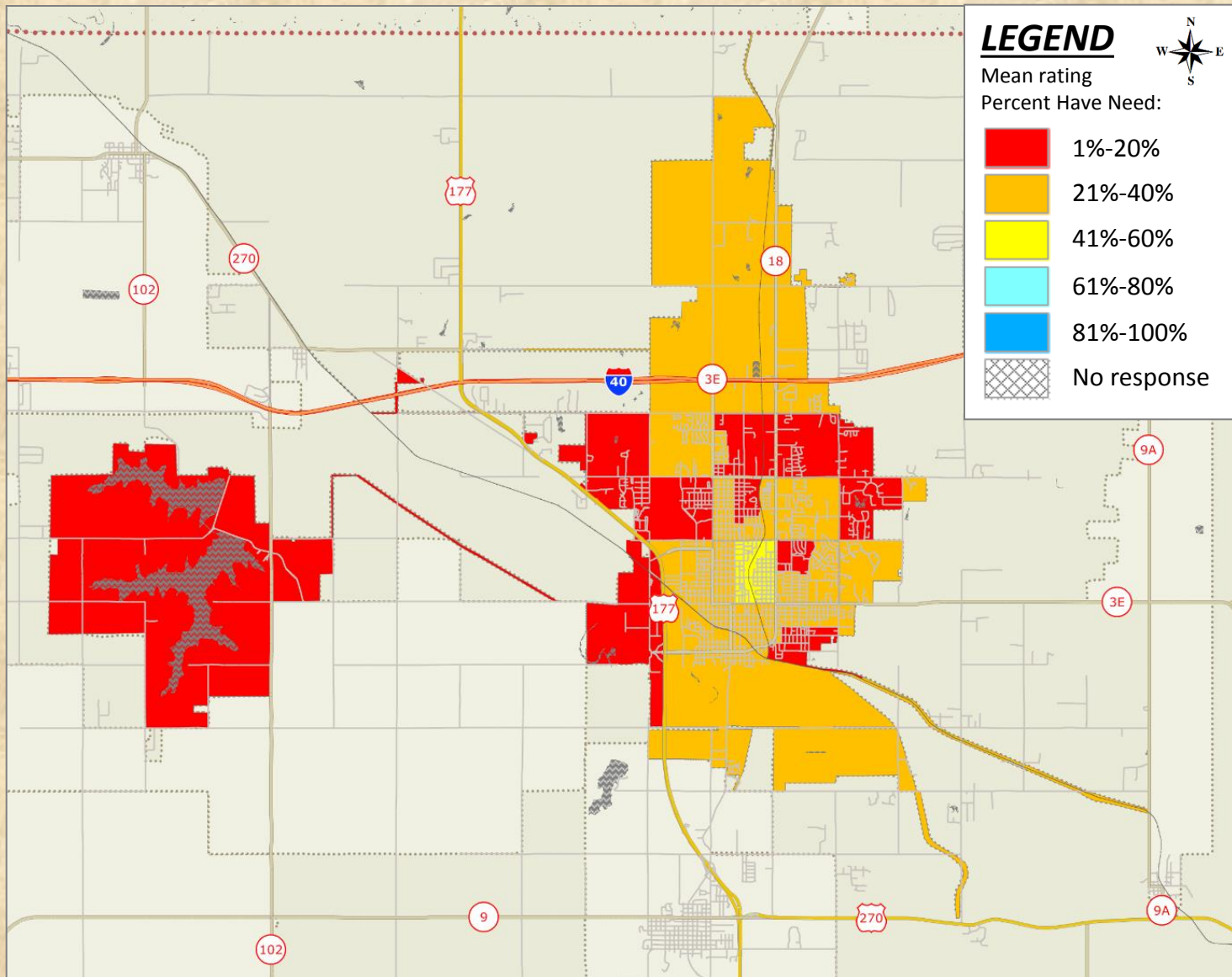
Q9m: Condition of Other



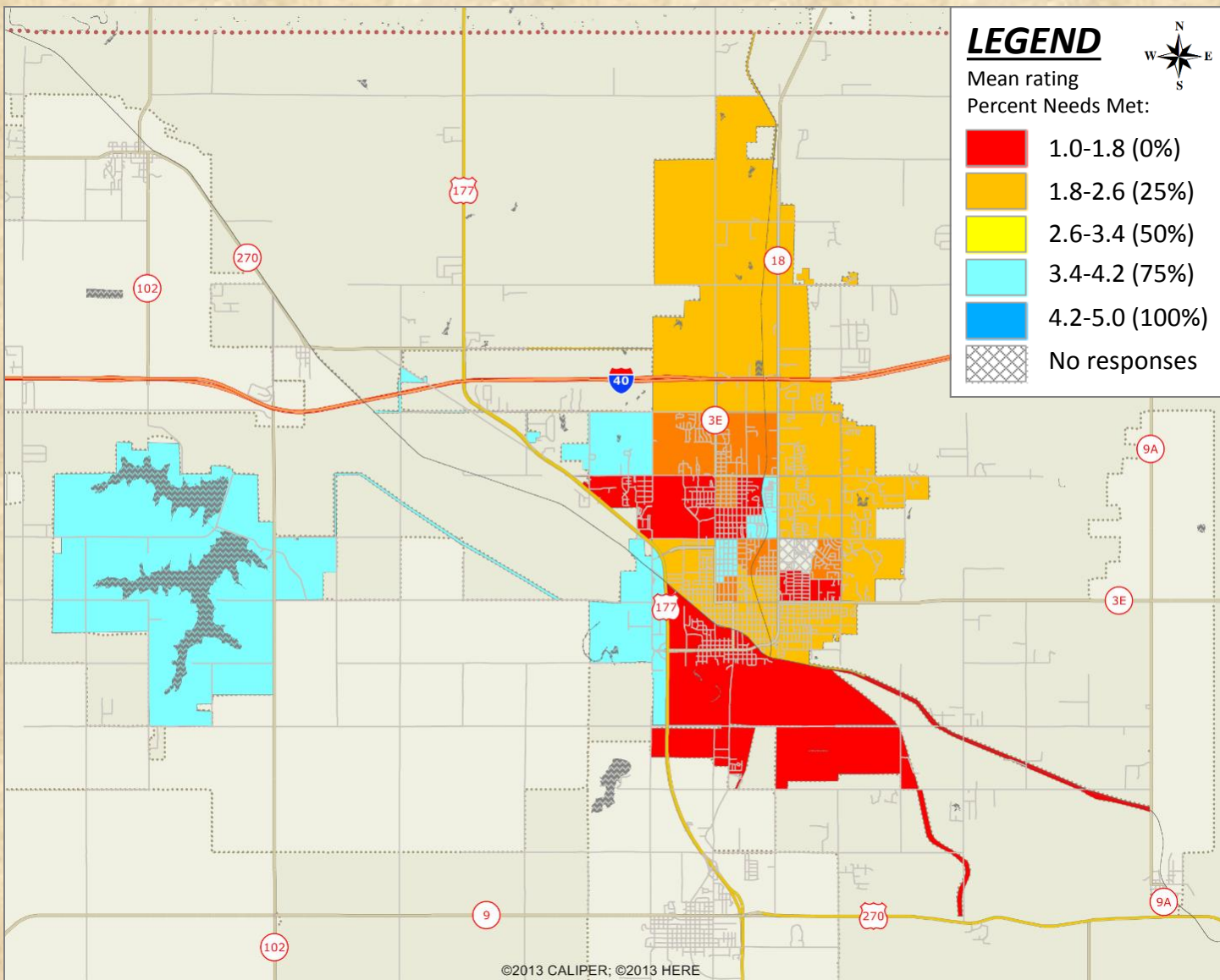
Facility Needs and How Well Needs Are Being Met

Question #12

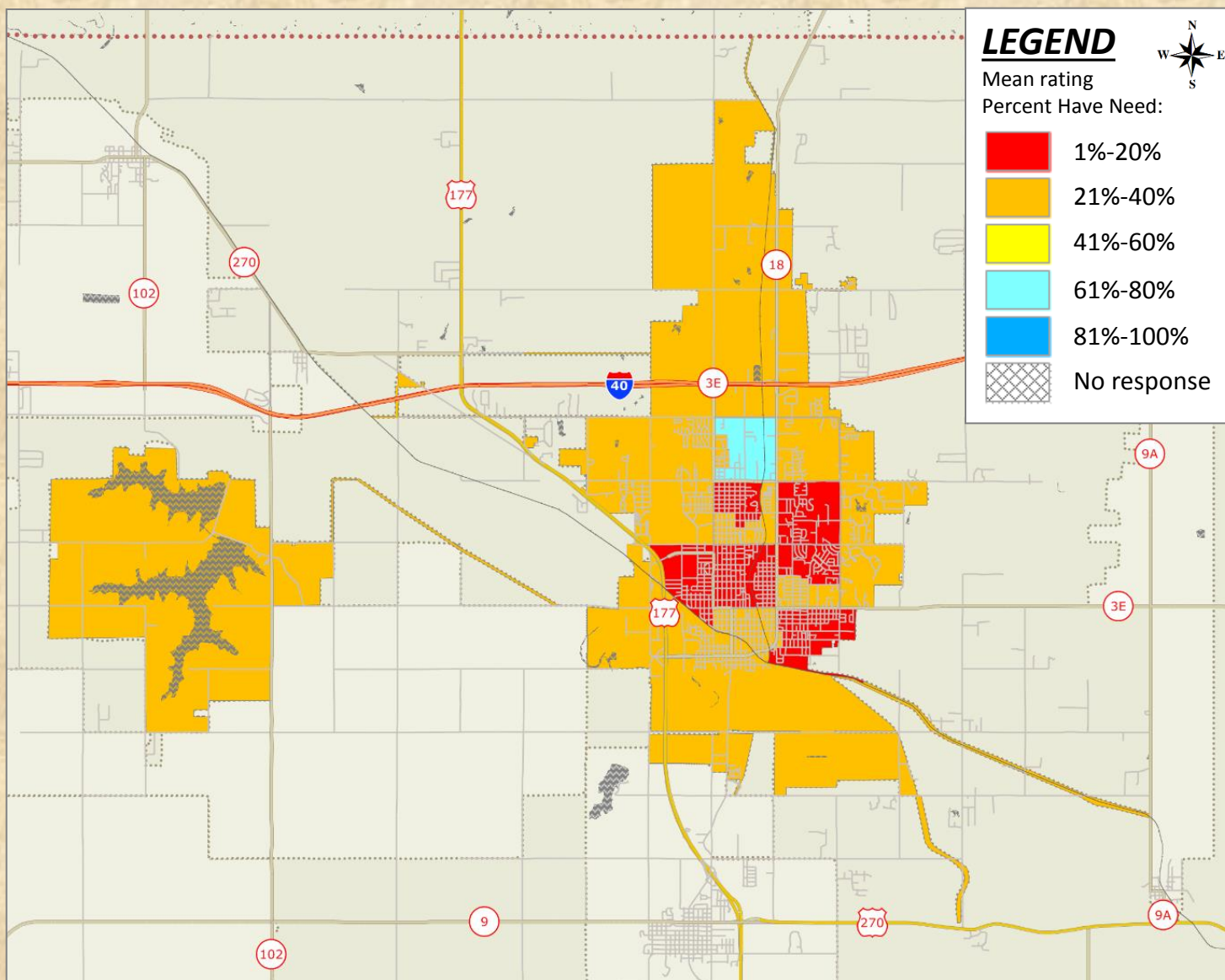
Q12A: Households Who Have a Need for Off Leash Dog Parks



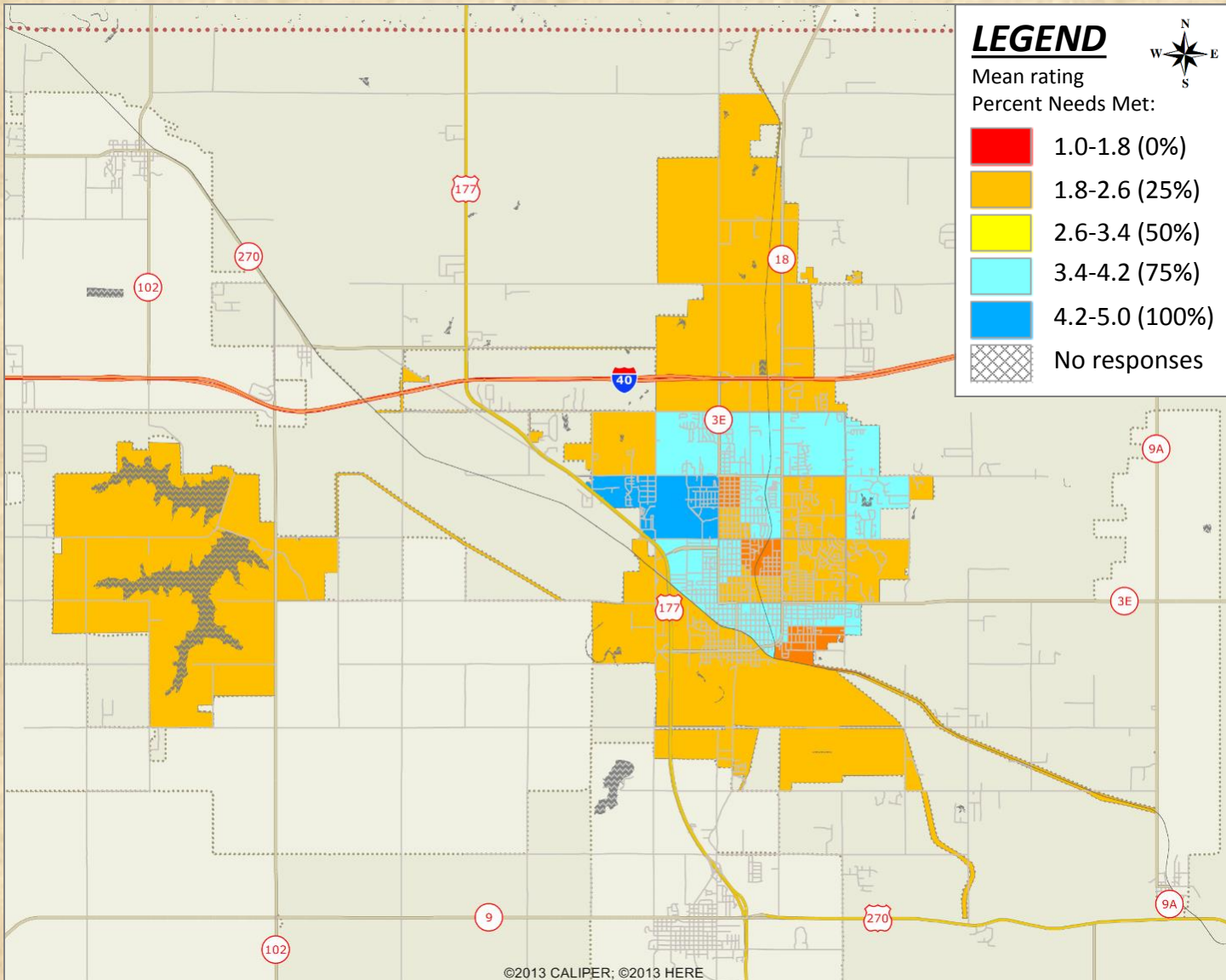
Q12a: How Well Needs are Being Met for Off Leash Dog Parks



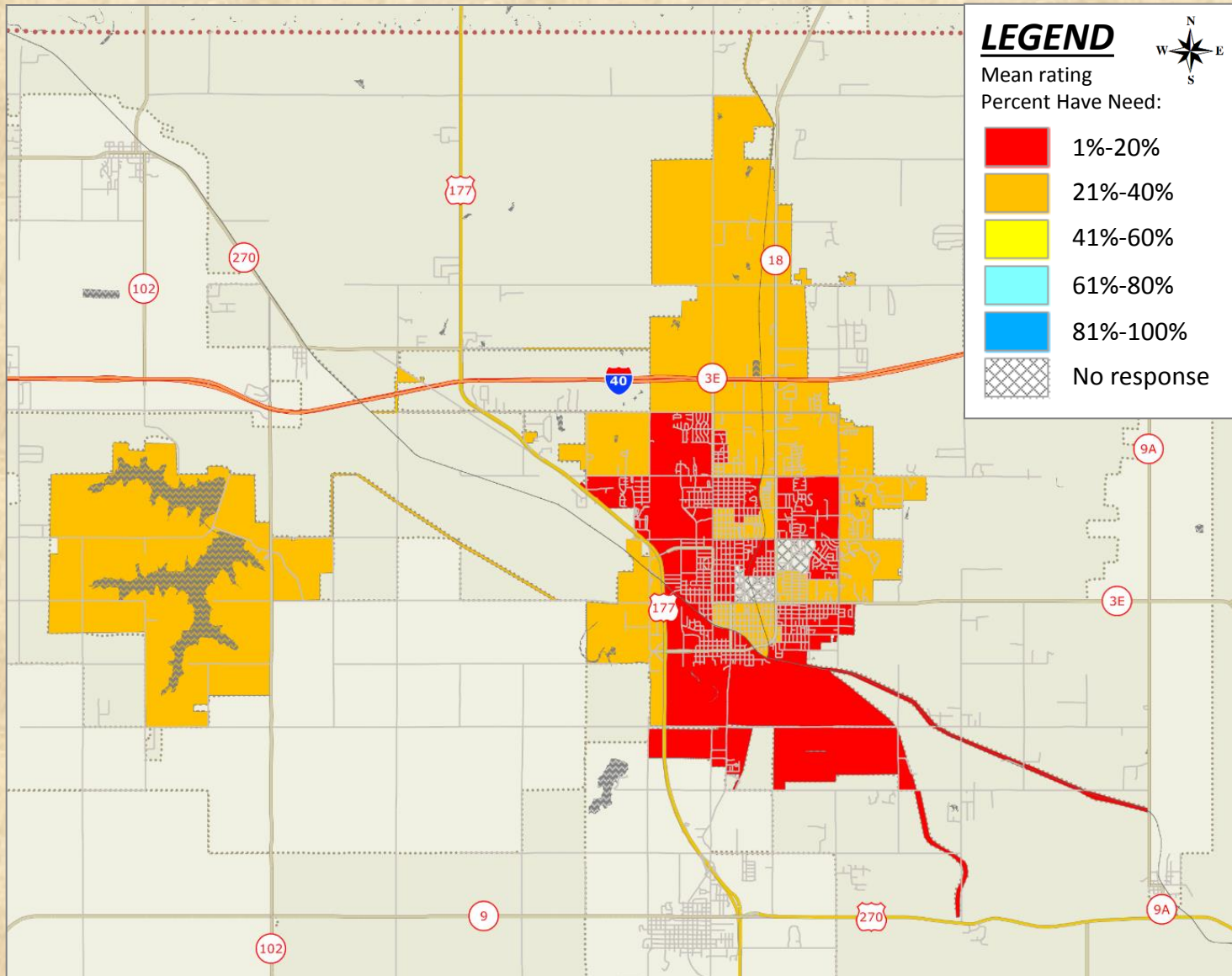
Q12B: Households Who Have a Need for Youth Baseball and Softball Fields



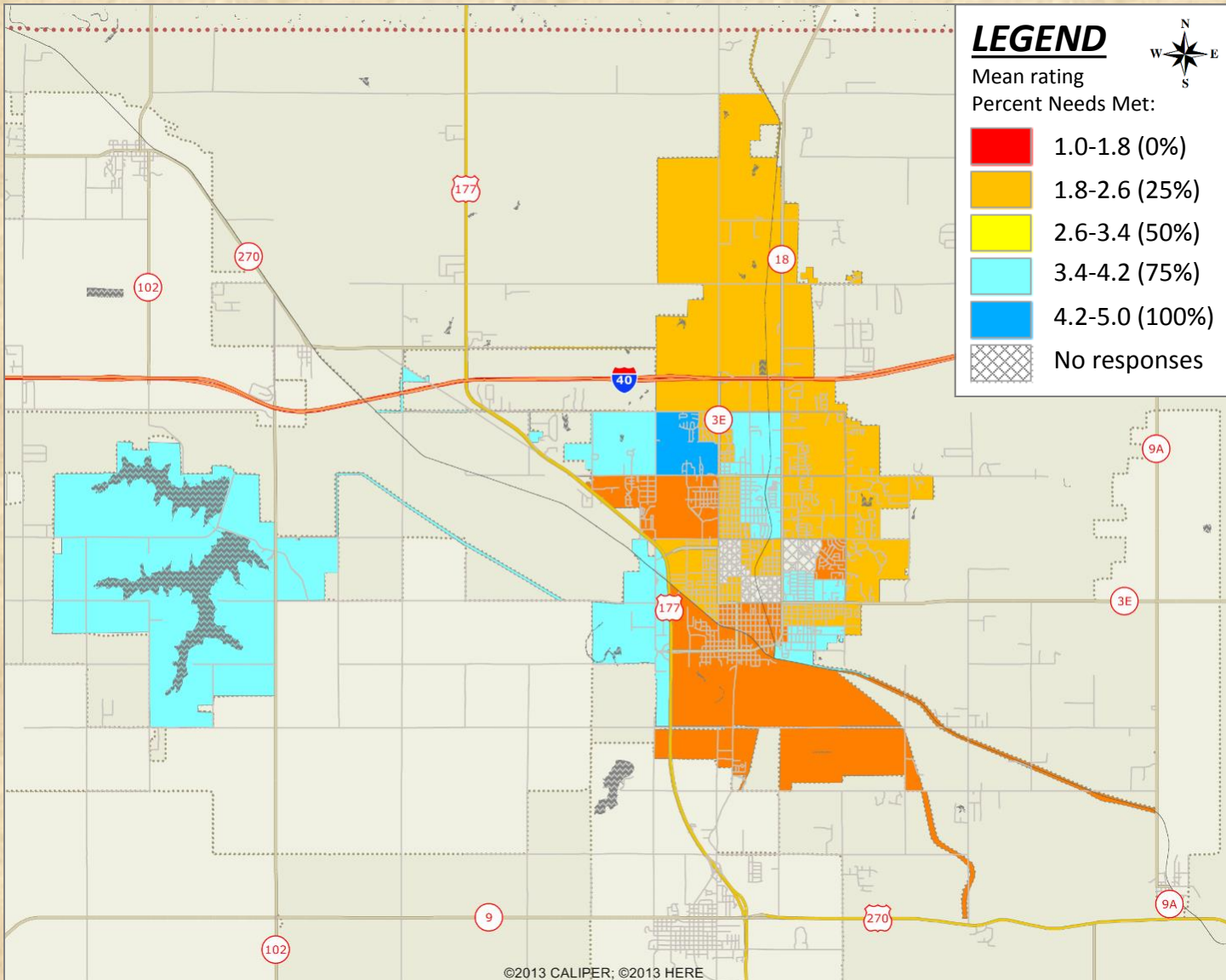
Q12b: How Well Needs are Being Met for Youth Baseball and Softball Fields



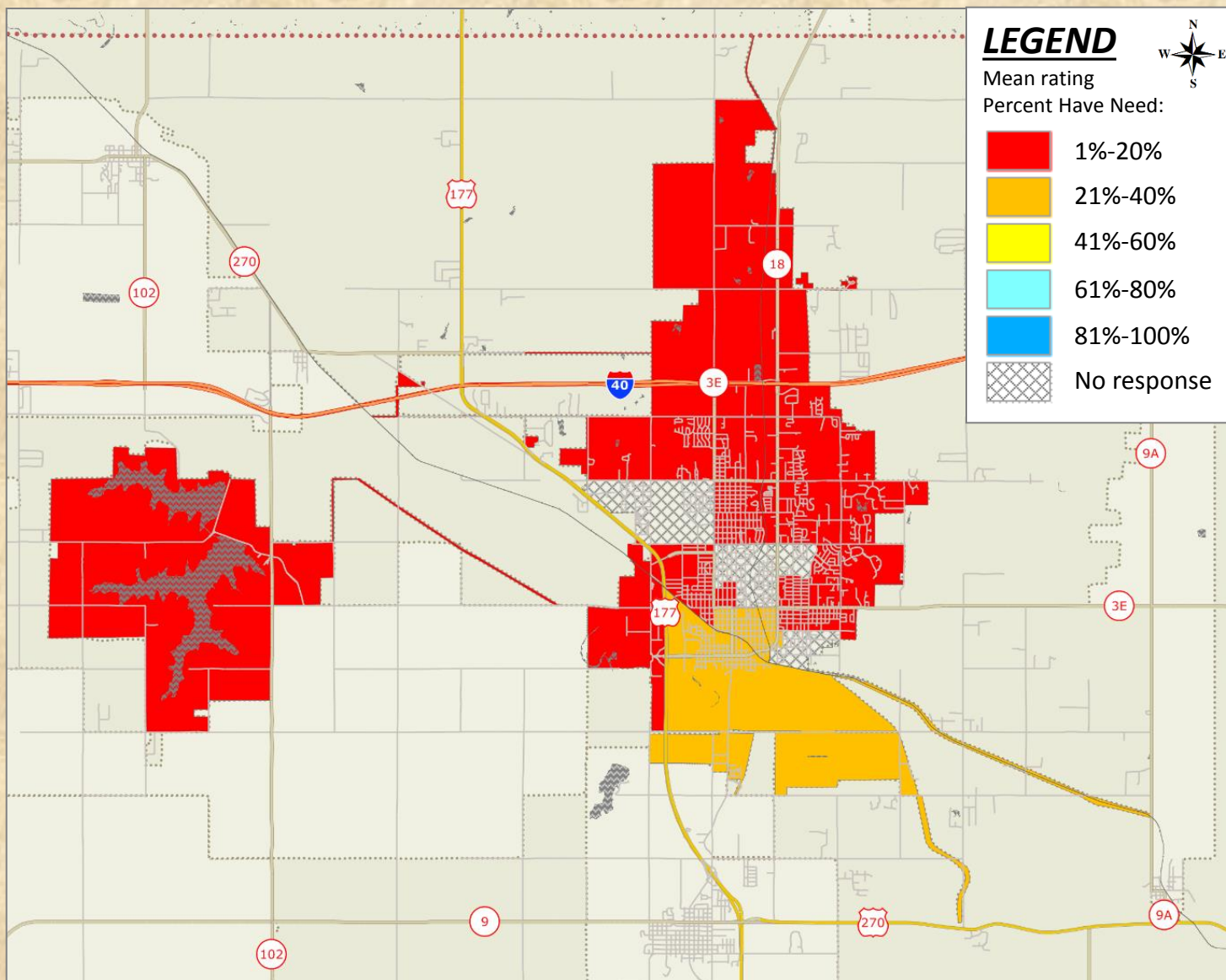
Q12C: Households Who Have a Need for Youth Soccer Fields



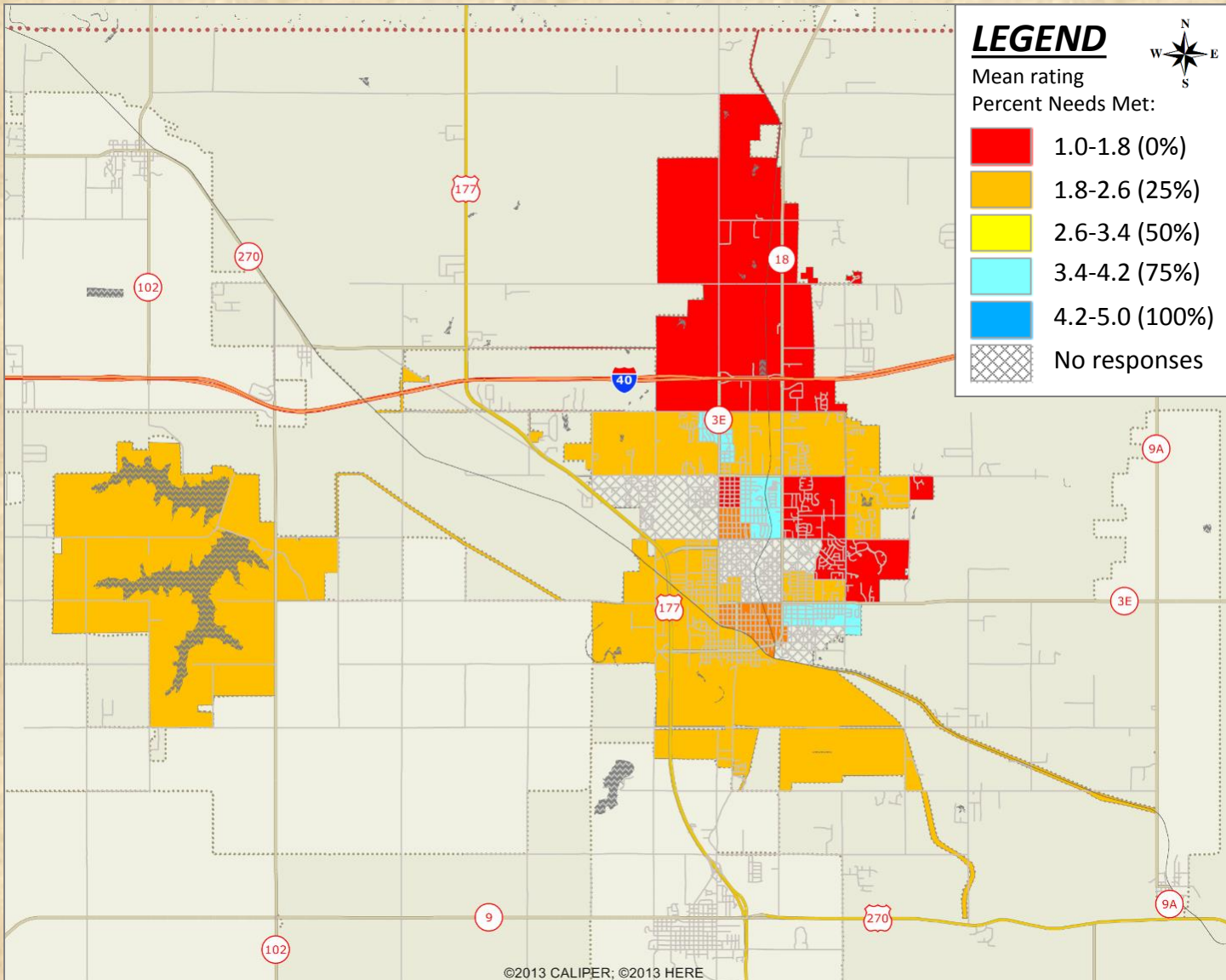
Q12c: How Well Needs are Being Met for Youth Soccer Fields



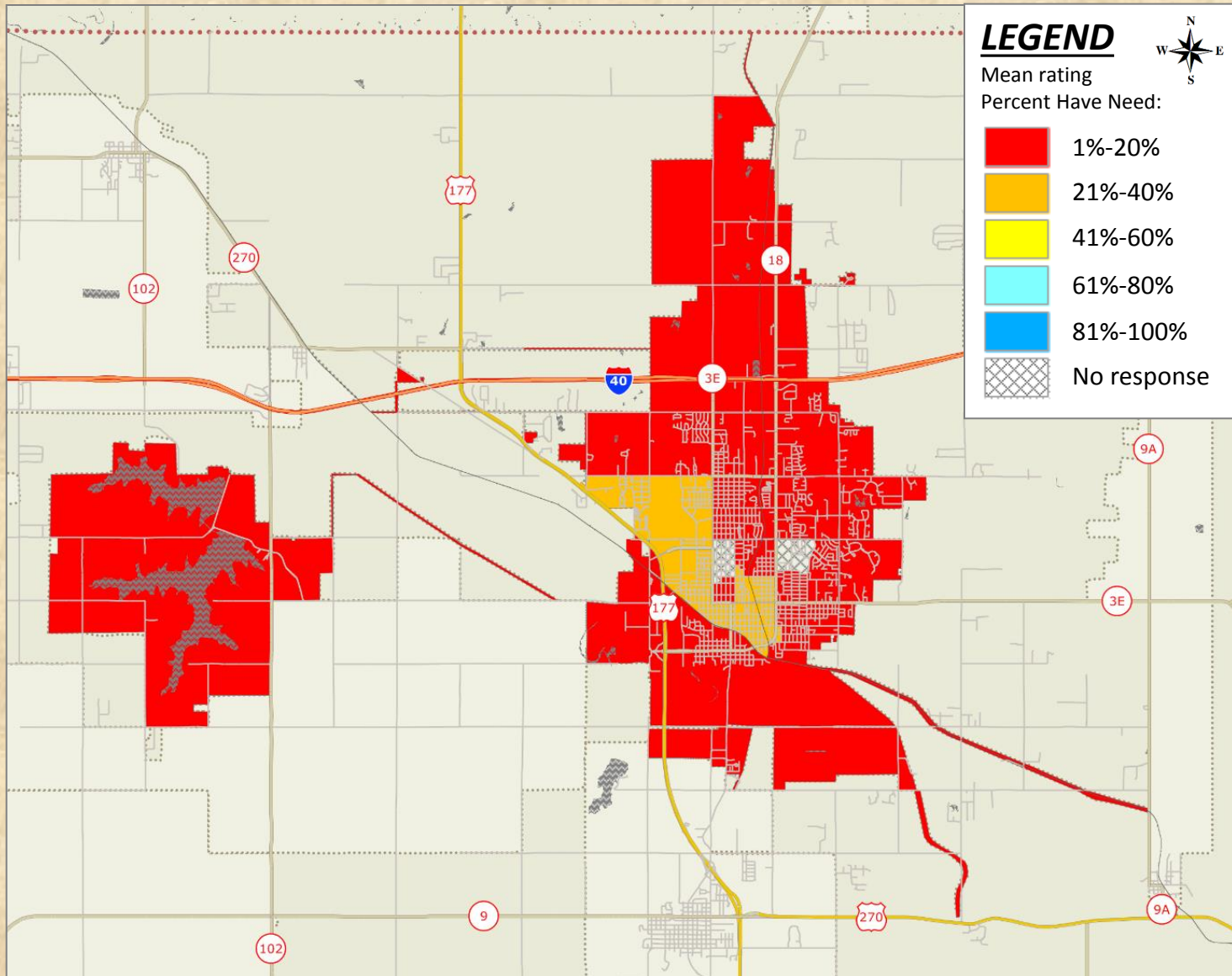
Q12D: Households Who Have a Need for Youth Football/Lacrosse Fields



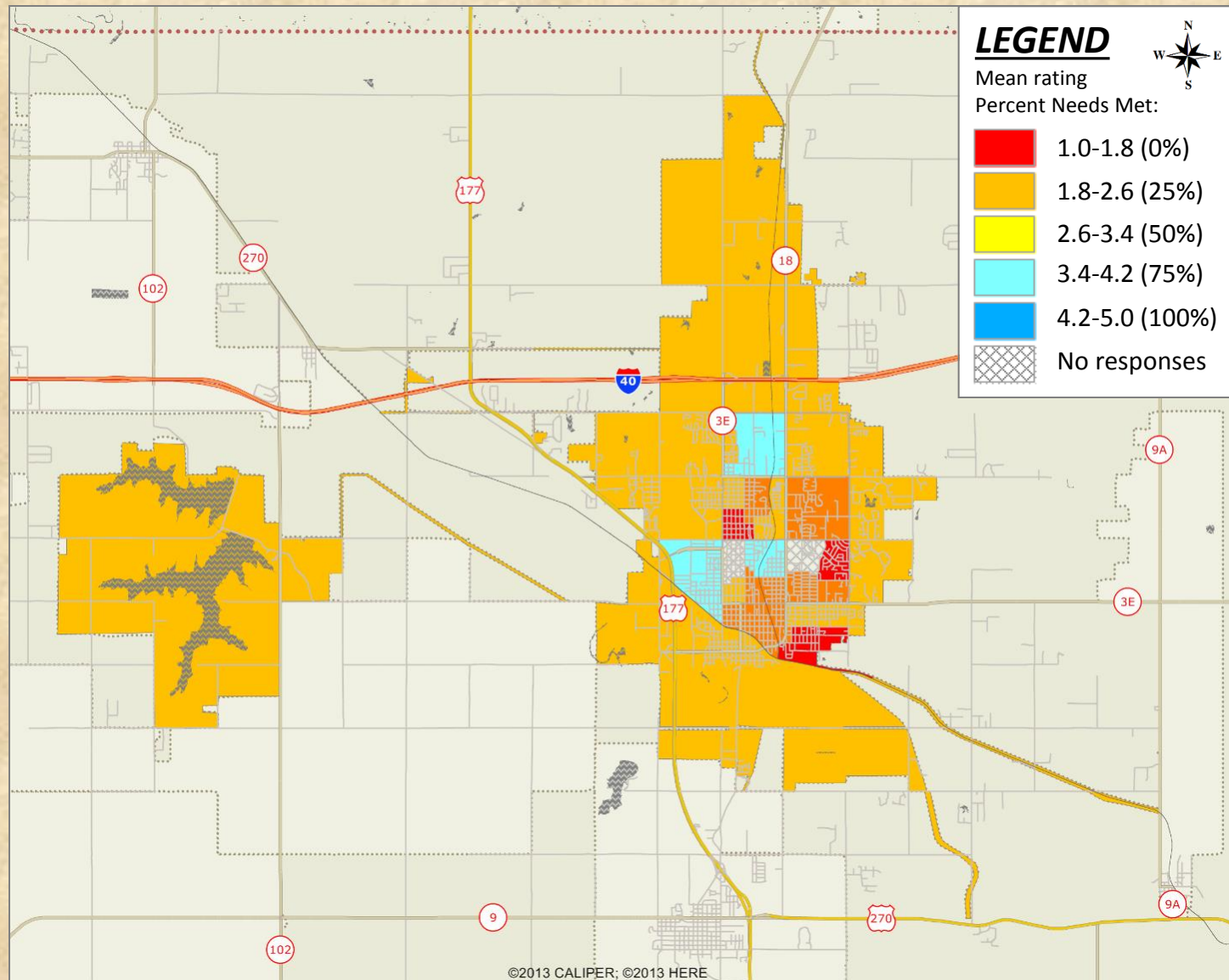
Q12d: How Well Needs are Being Met for Youth Football/Lacrosse Fields



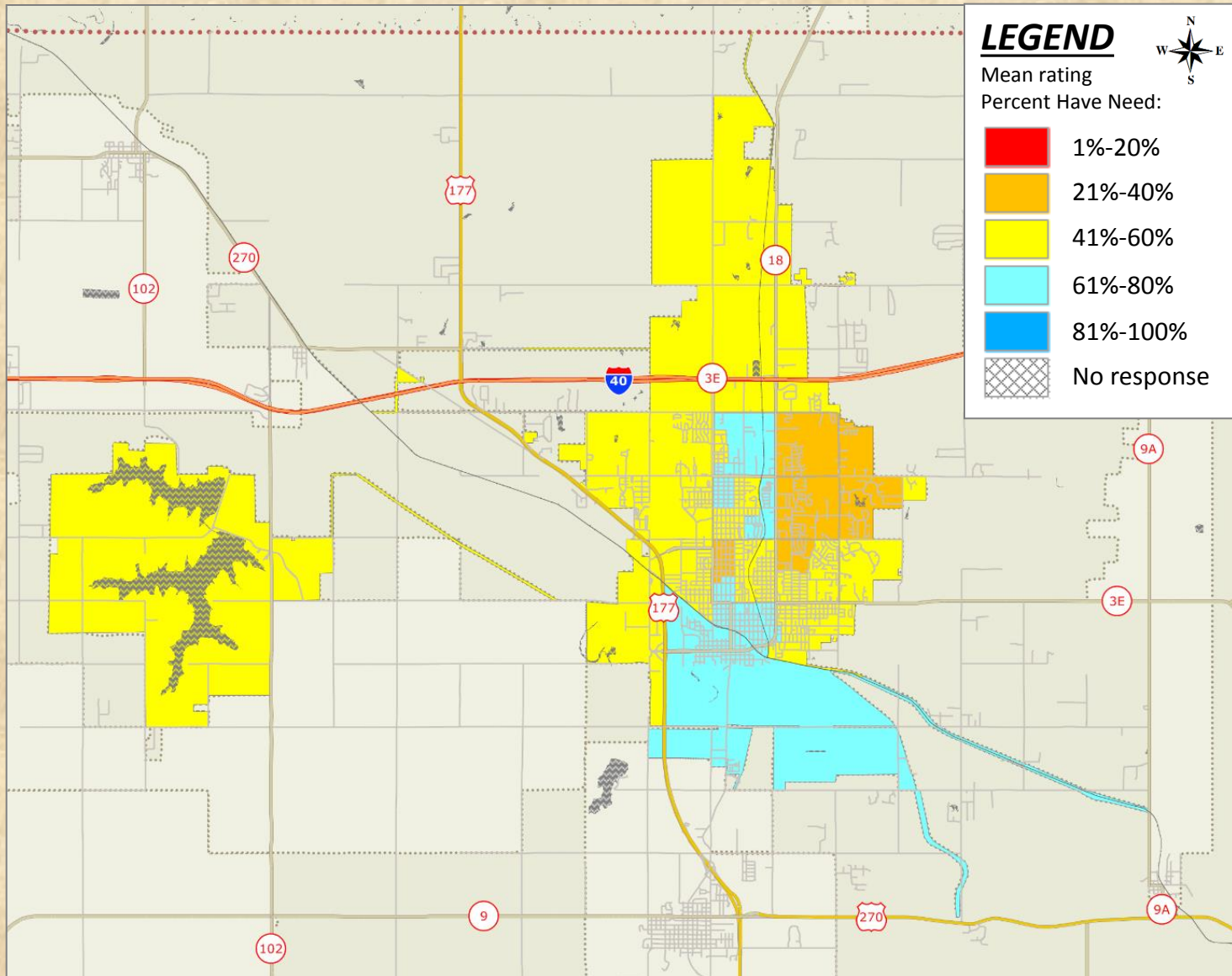
Q12E: Households Who Have a Need for Adult Softball Fields



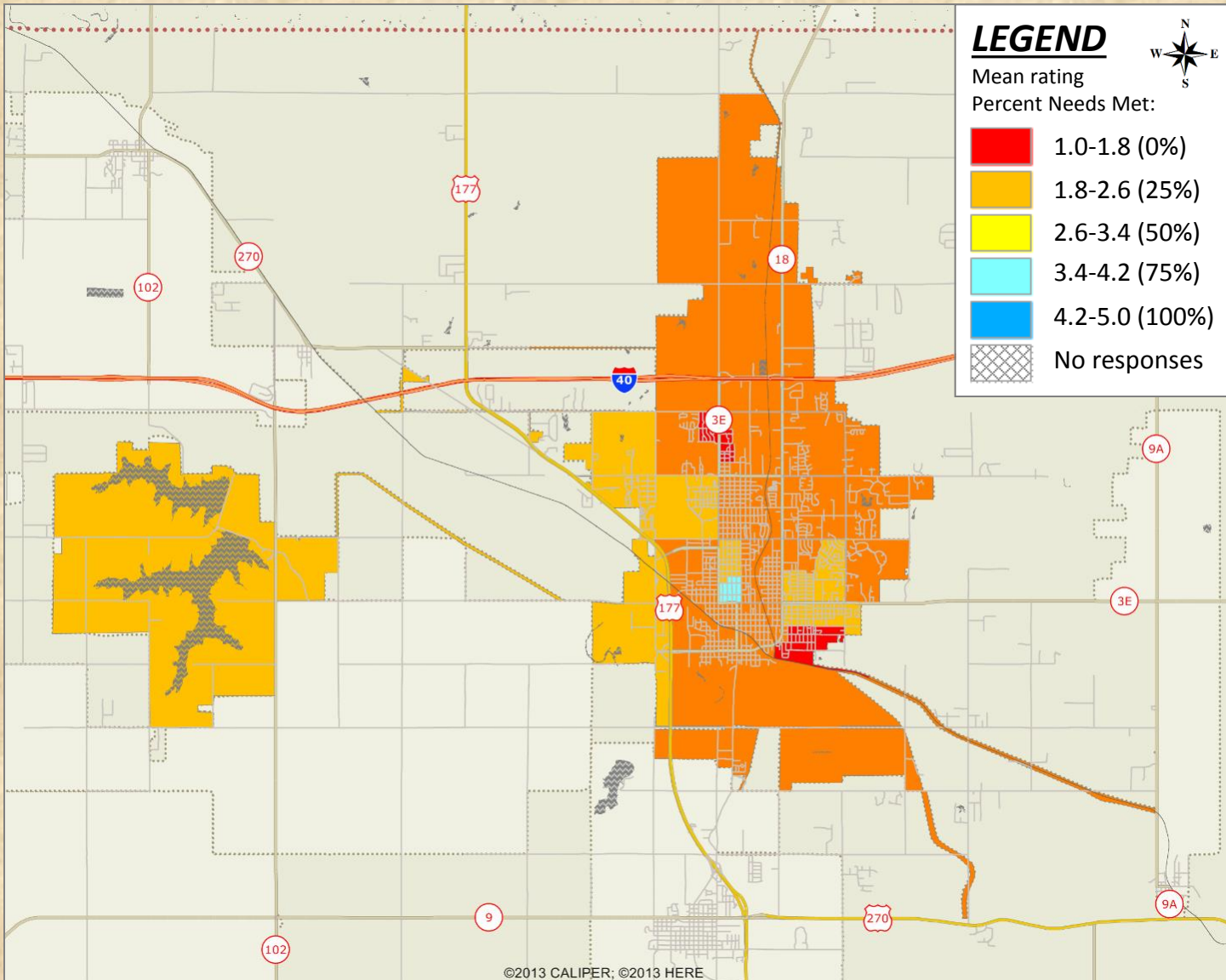
Q12e: How Well Needs are Being Met for Adult Softball Fields



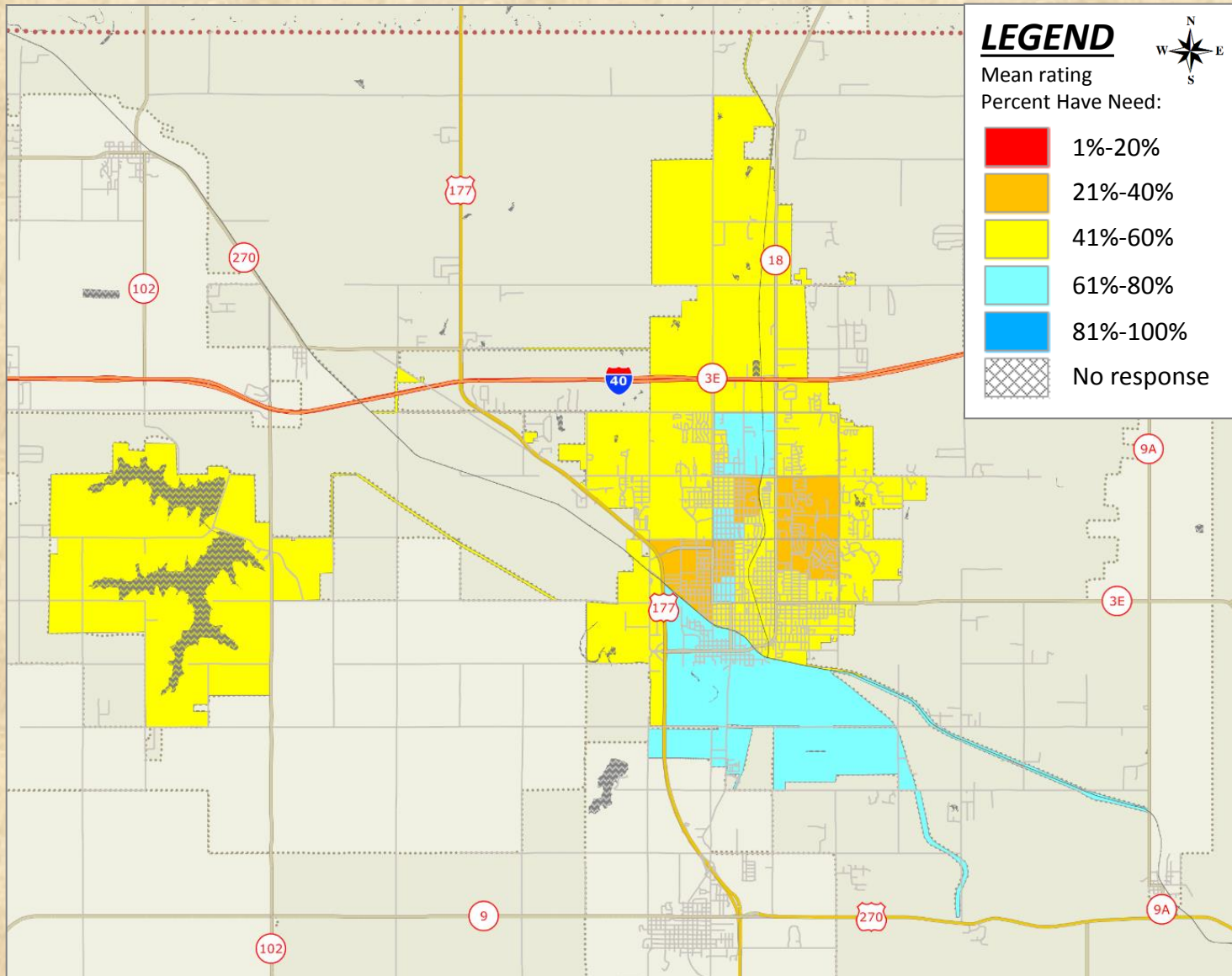
Q12F: Households Who Have a Need for Outdoor Swimming Pools/Water Parks



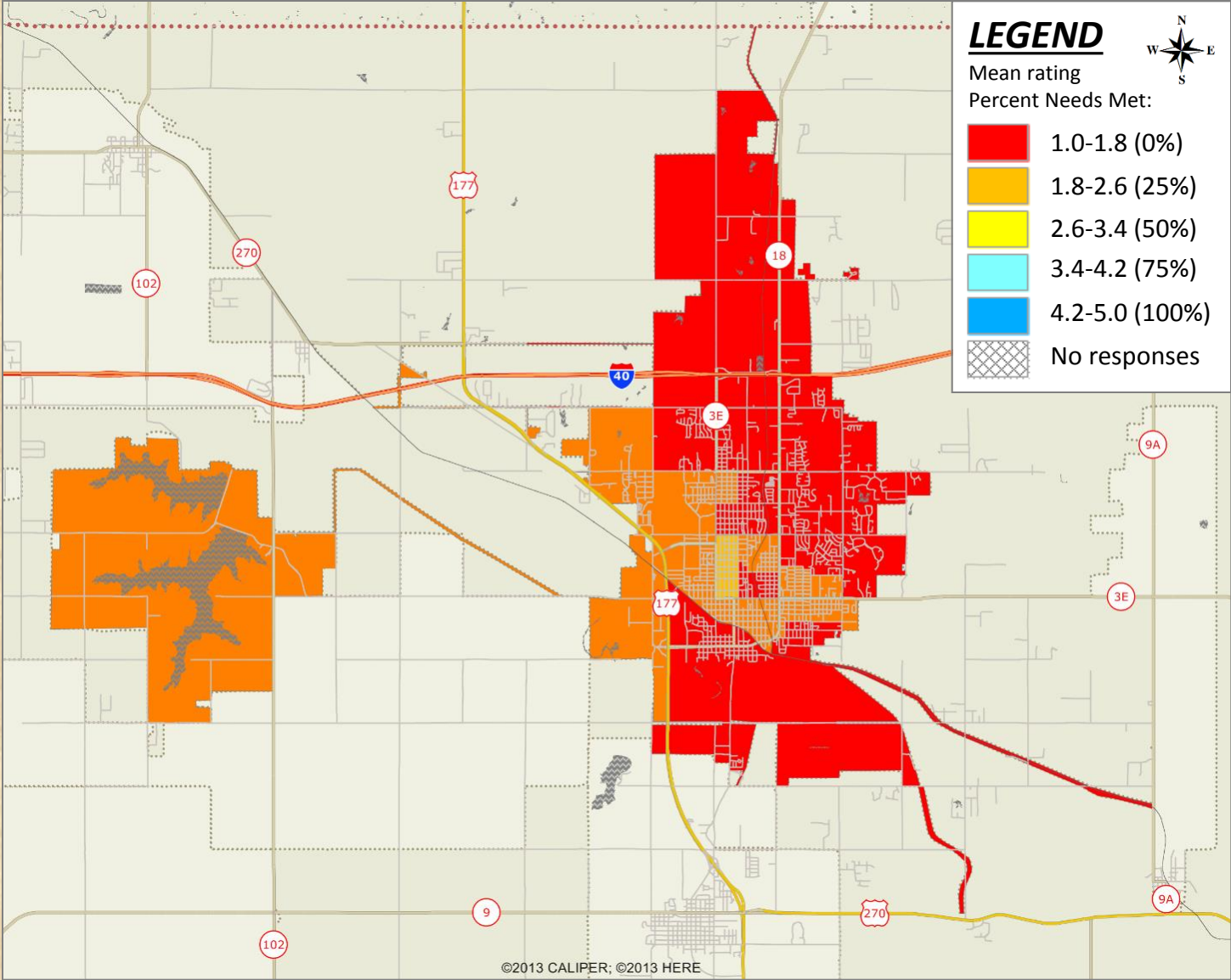
Q12f: How Well Needs are Being Met for Outdoor Swimming Pools/Water Parks



Q12G: Households Who Have a Need for Outdoor Water Spray Parks

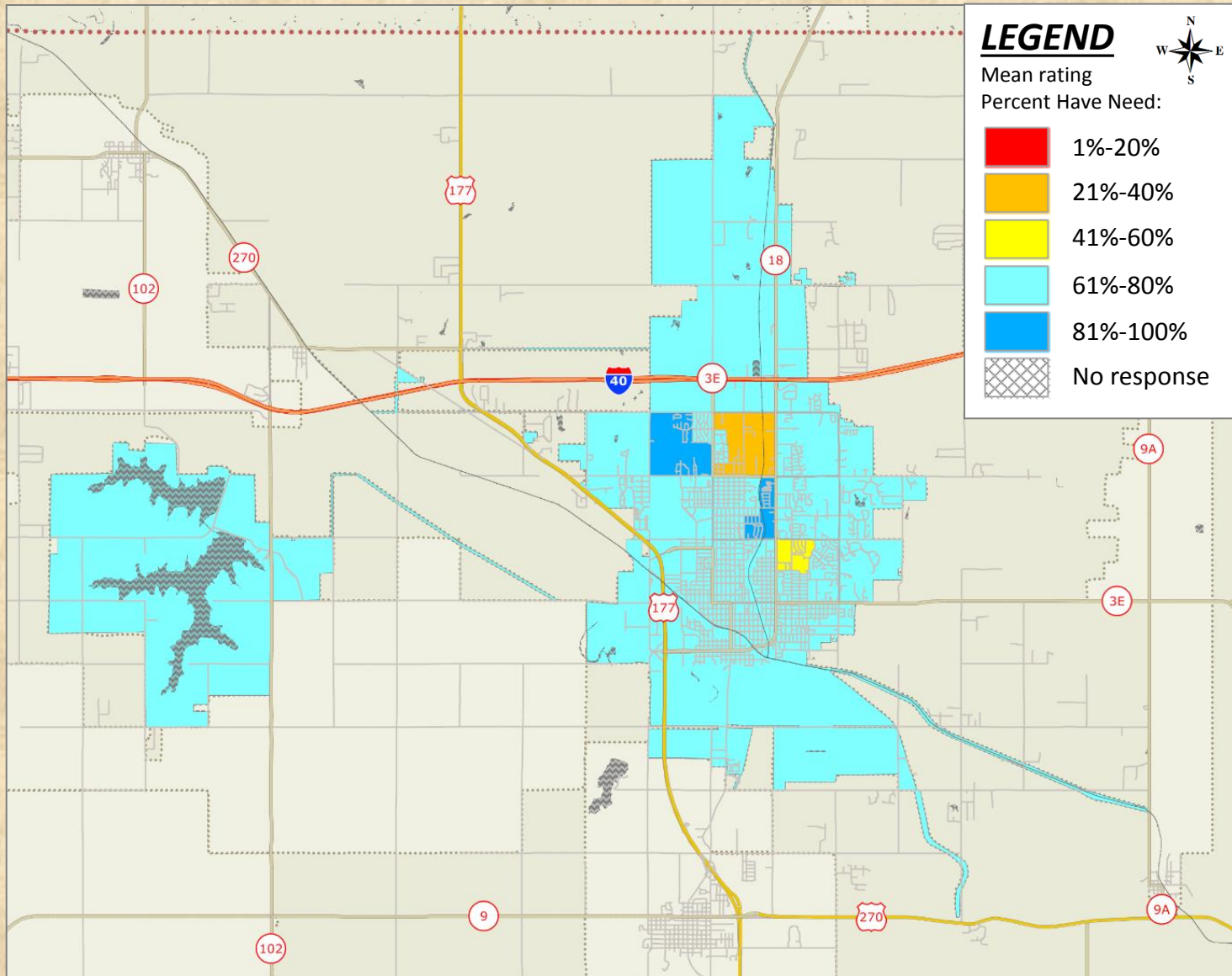


Q12g: How Well Needs are Being Met for Outdoor Water Spray Parks

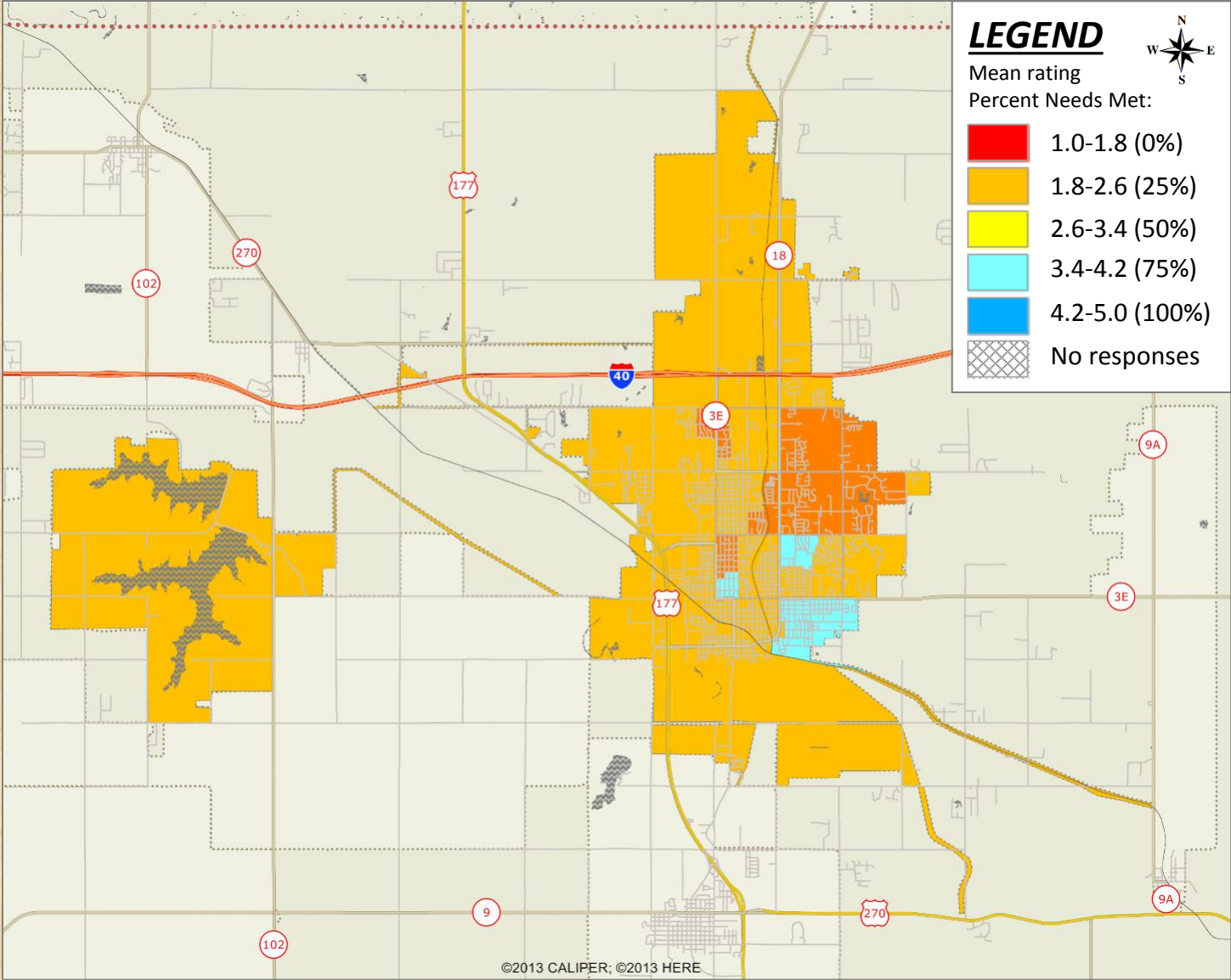


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Q12H: Households Who Have a Need for Walking and Biking Trails

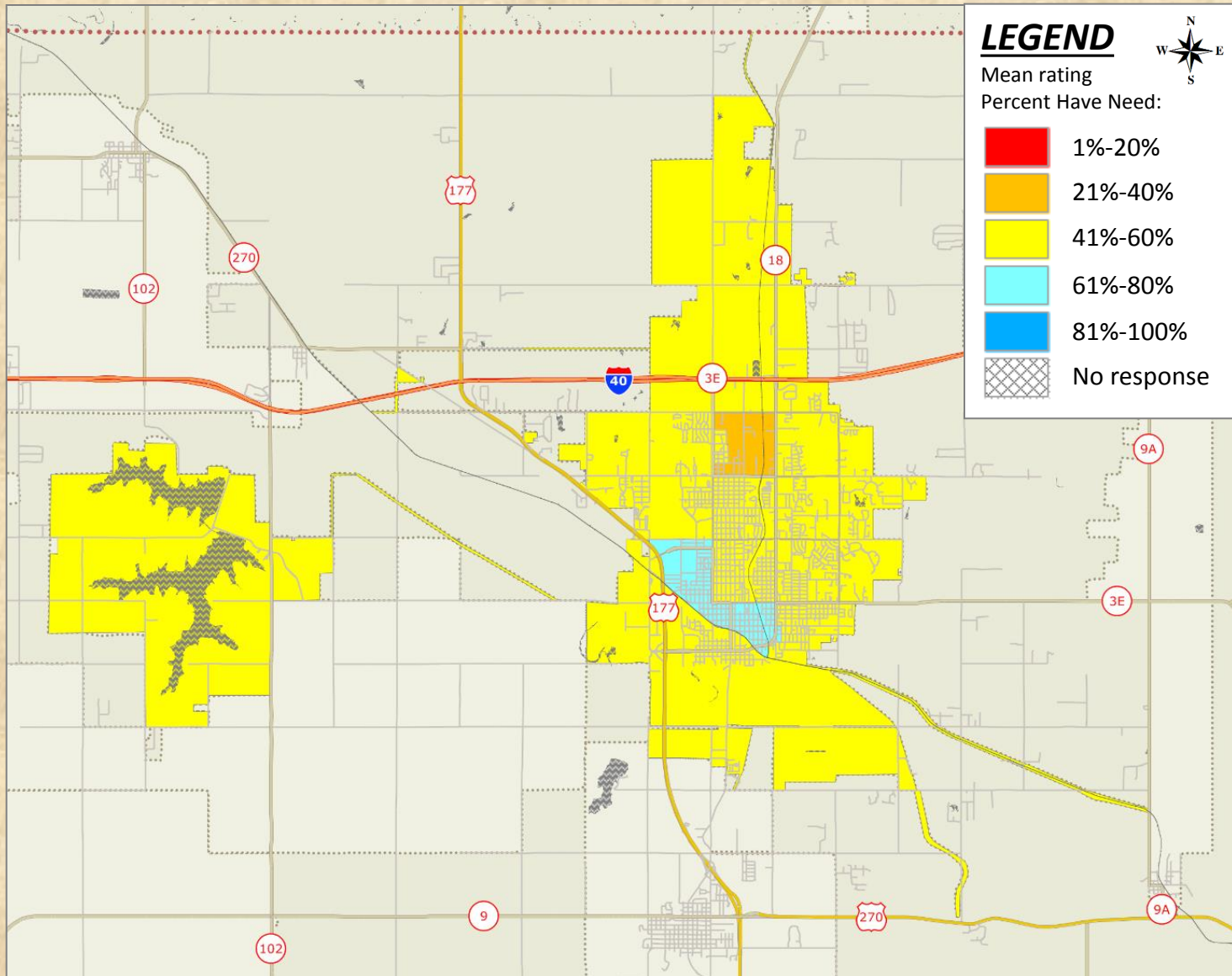


Q12h: How Well Needs are Being Met for Walking and Biking Trails

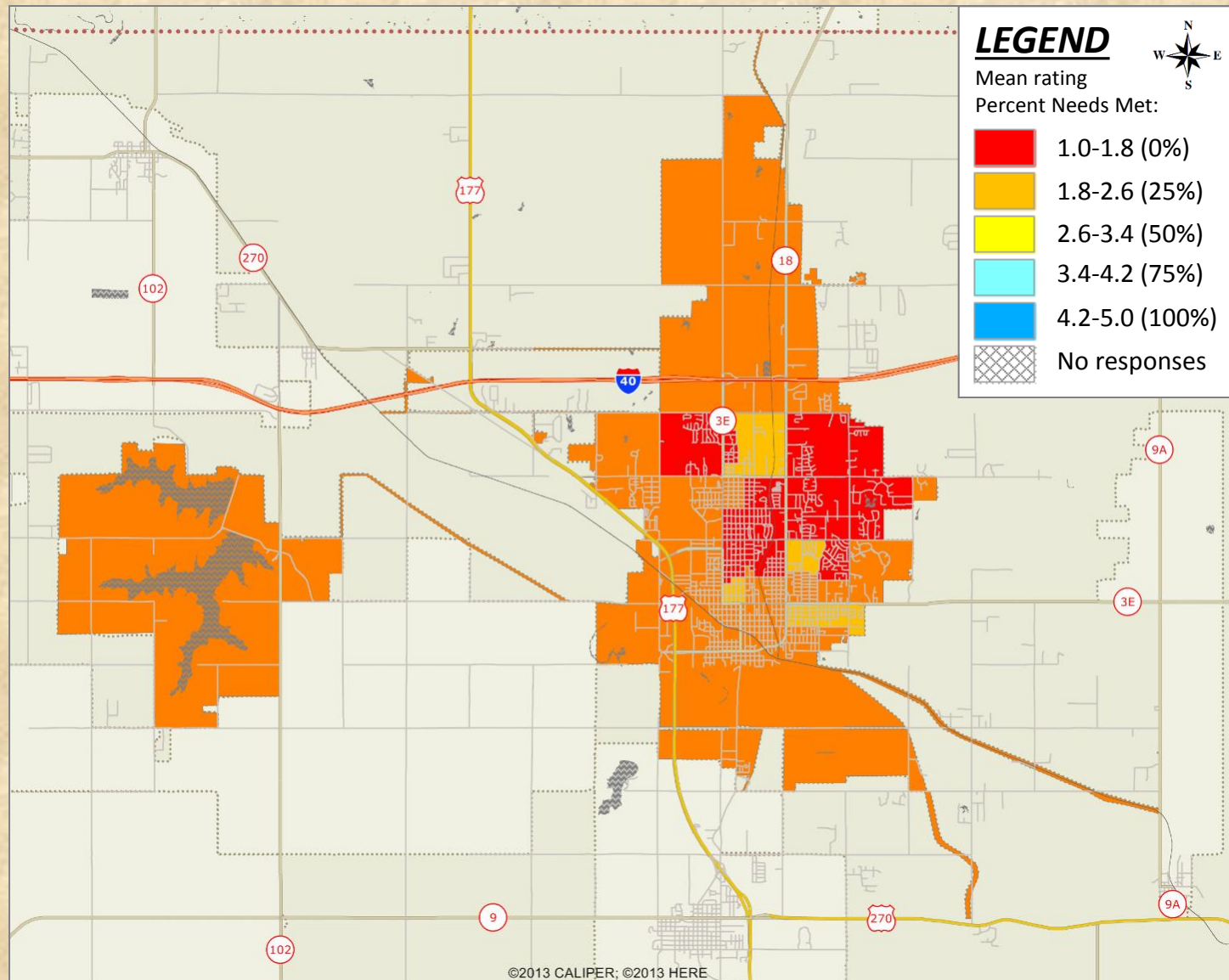


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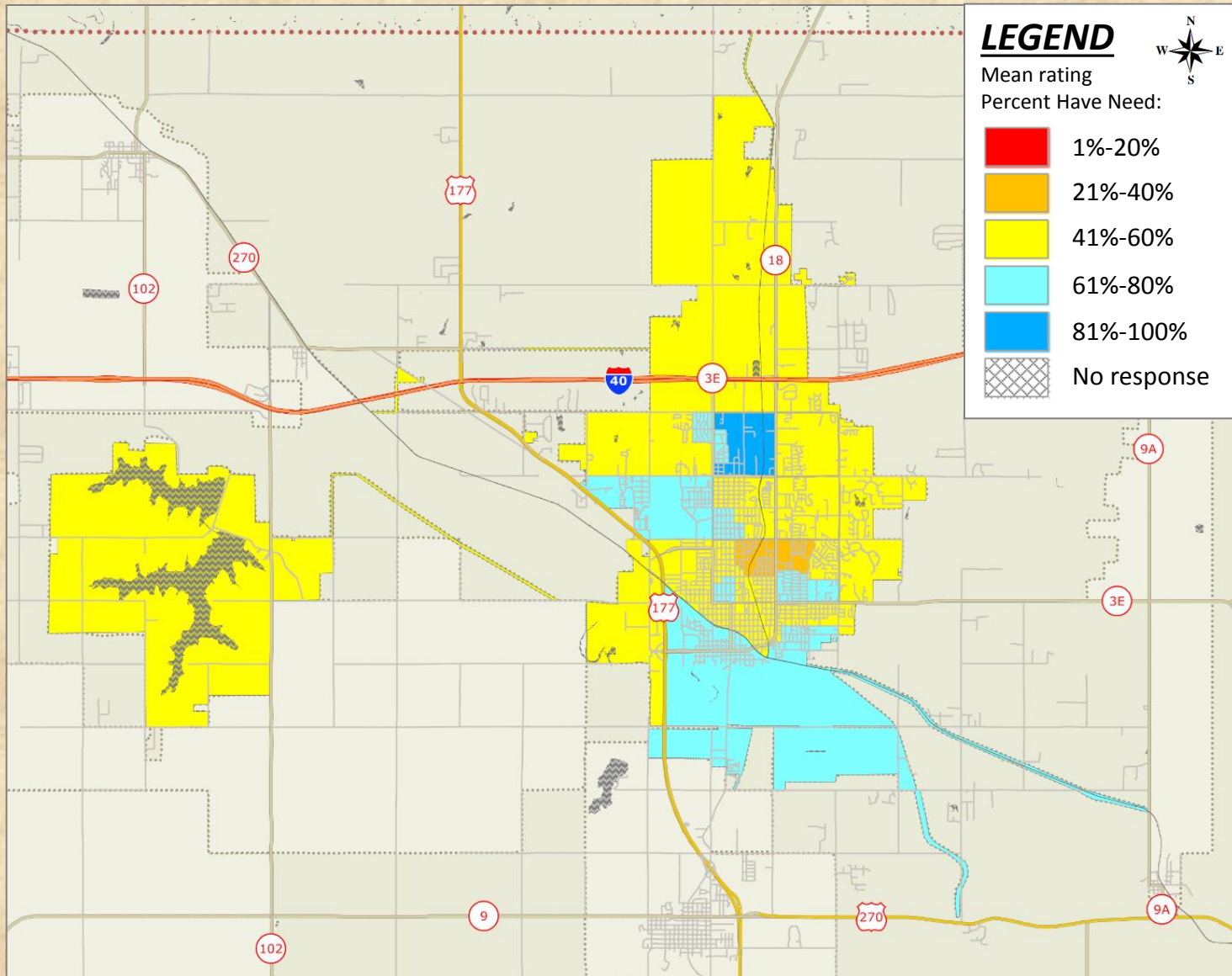
Q12I: Households Who Have a Need for Nature Center and Trails



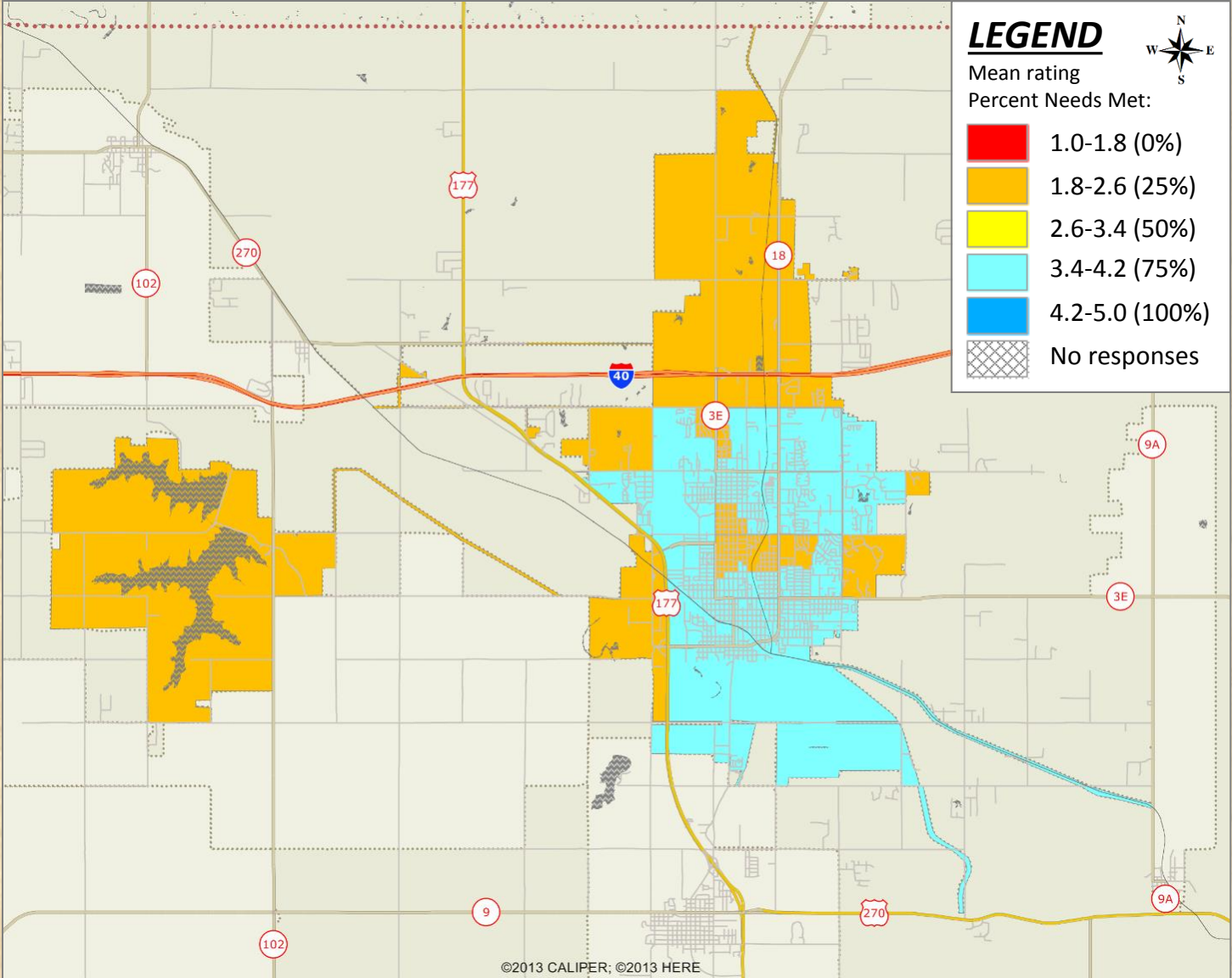
Q12i: How Well Needs are Being Met for Nature Center and Trails



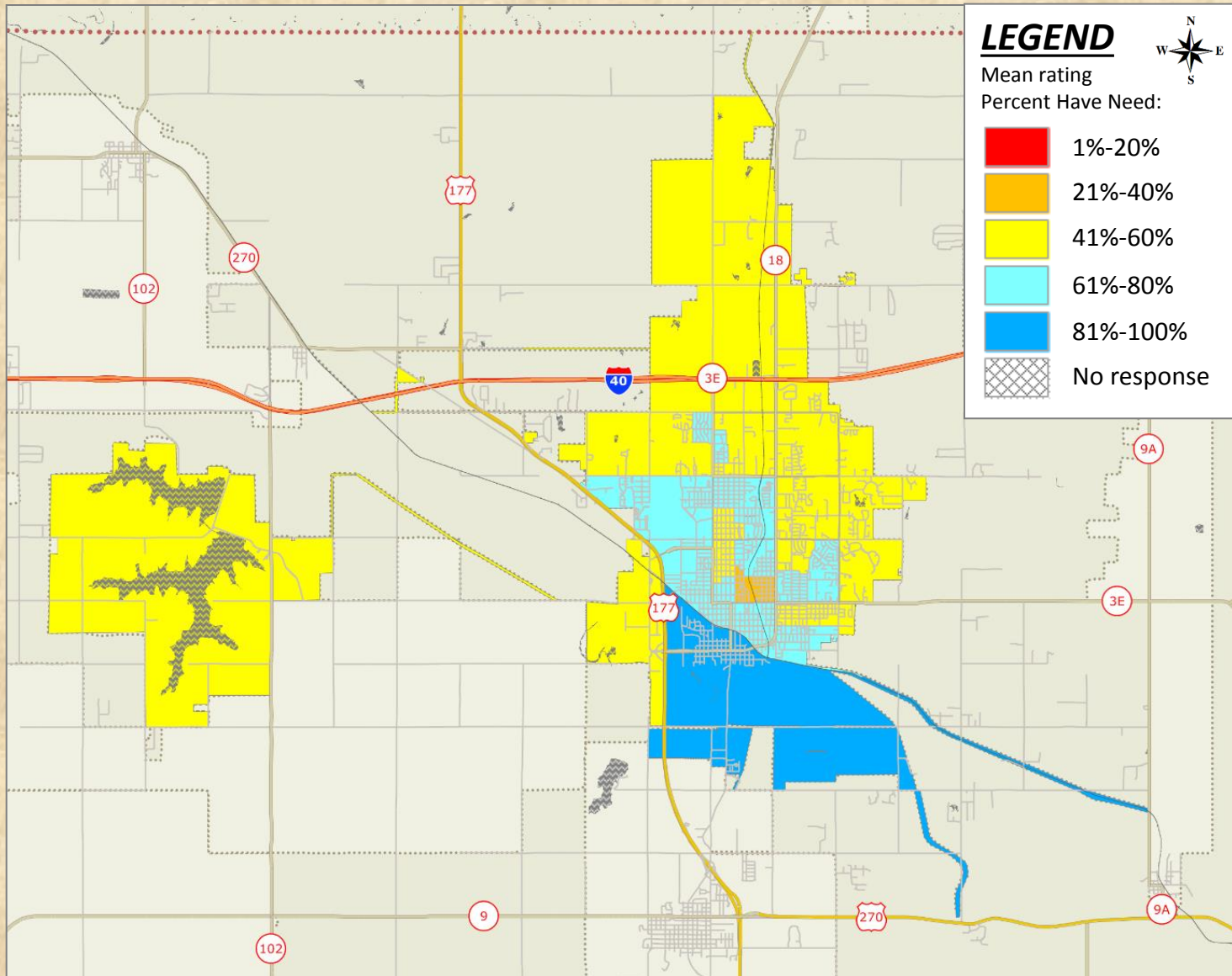
Q12J: Households Who Have a Need for Playground Equipment



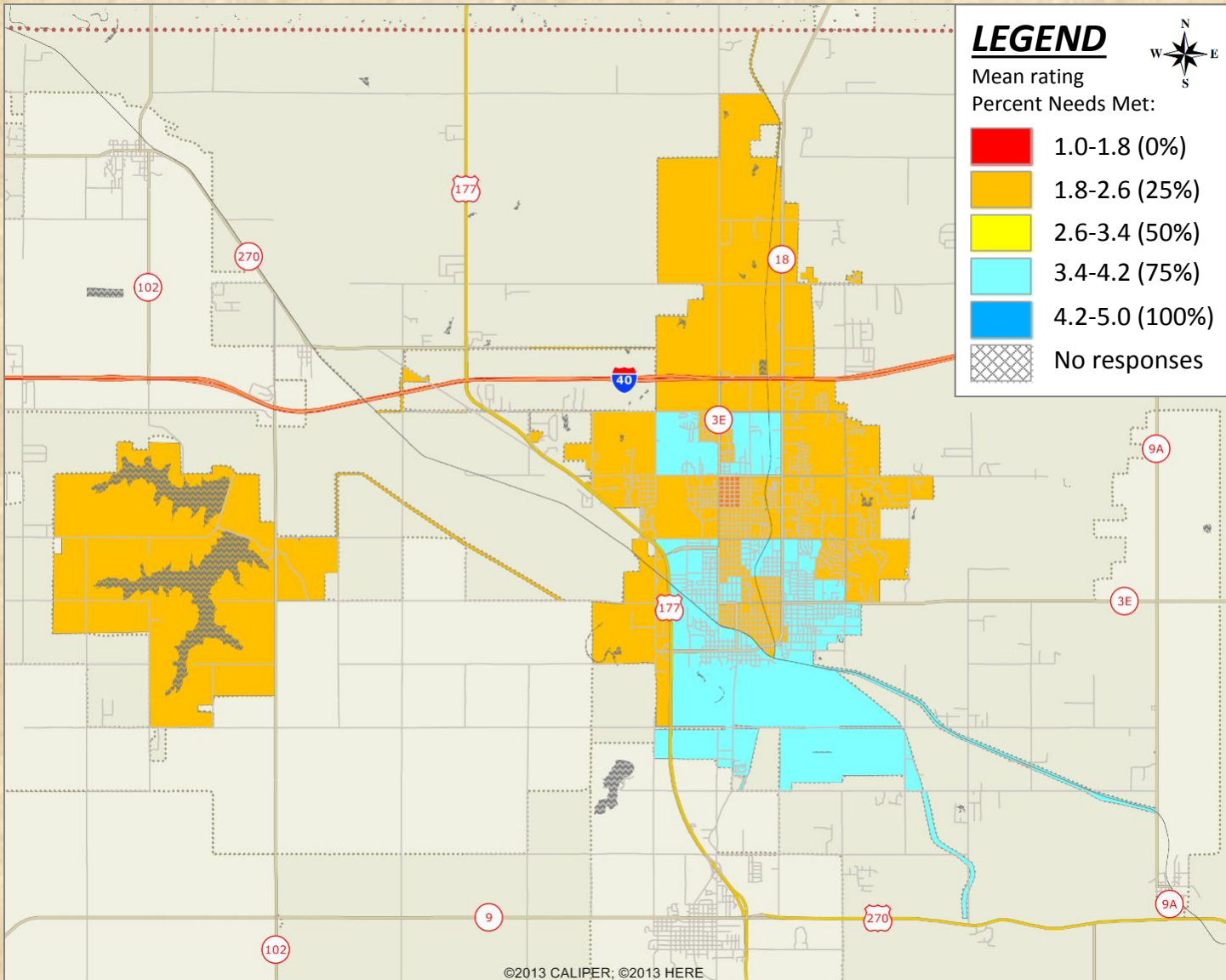
Q12j: How Well Needs are Being Met for Playground Equipment



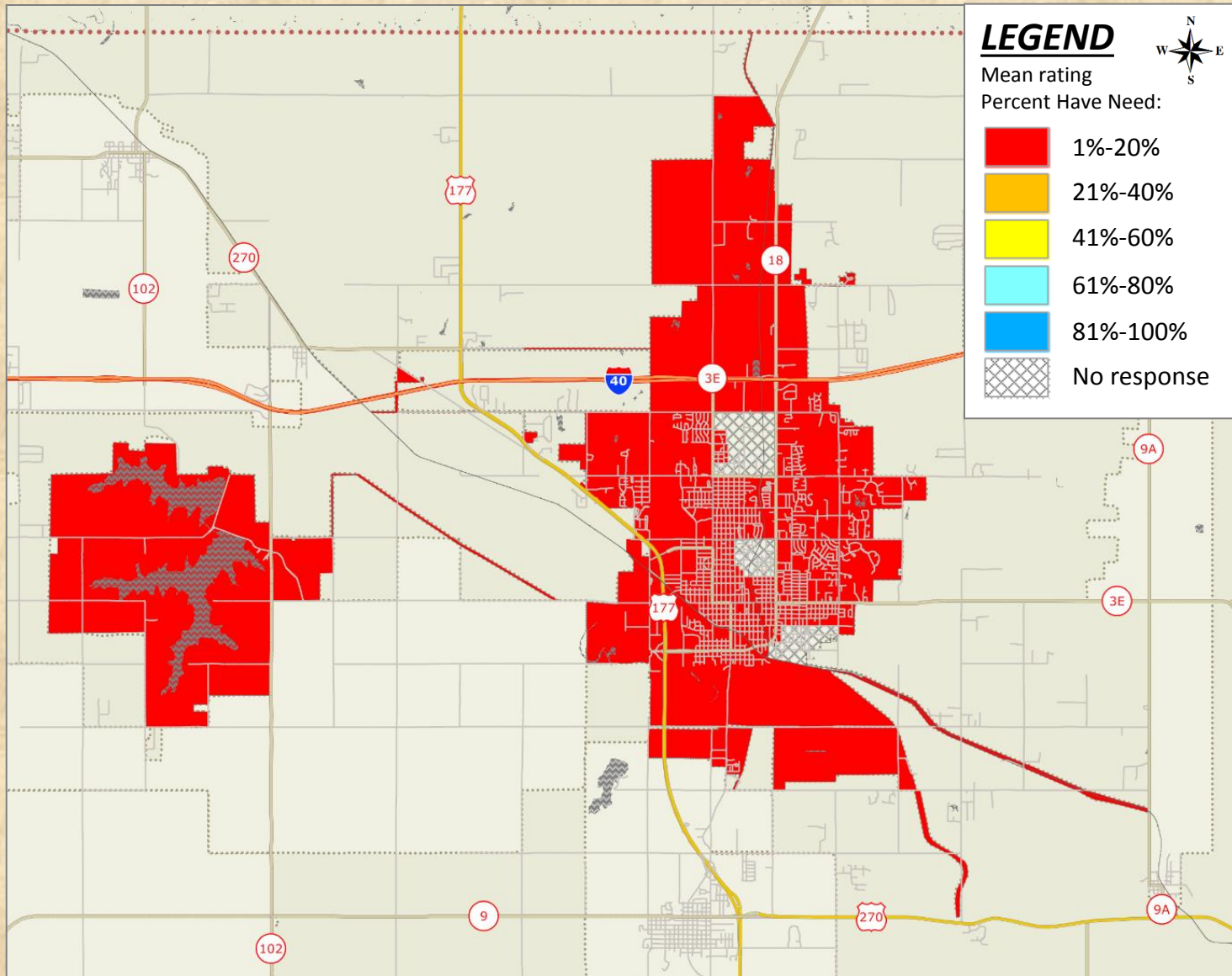
Q12K: Households Who Have a Need for Shelters and Picnic Areas



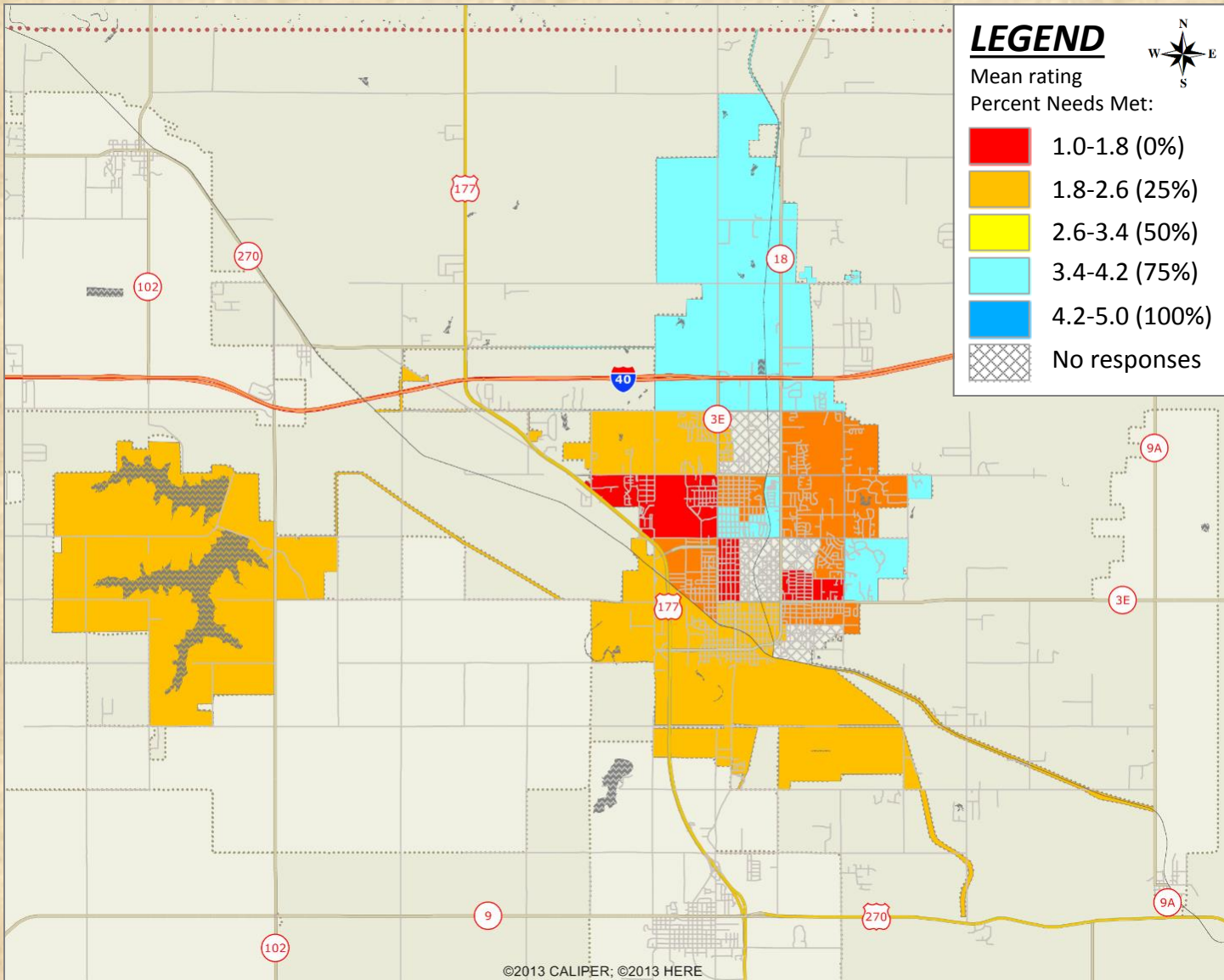
Q12k: How Well Needs are Being Met for Shelters and Picnic Areas



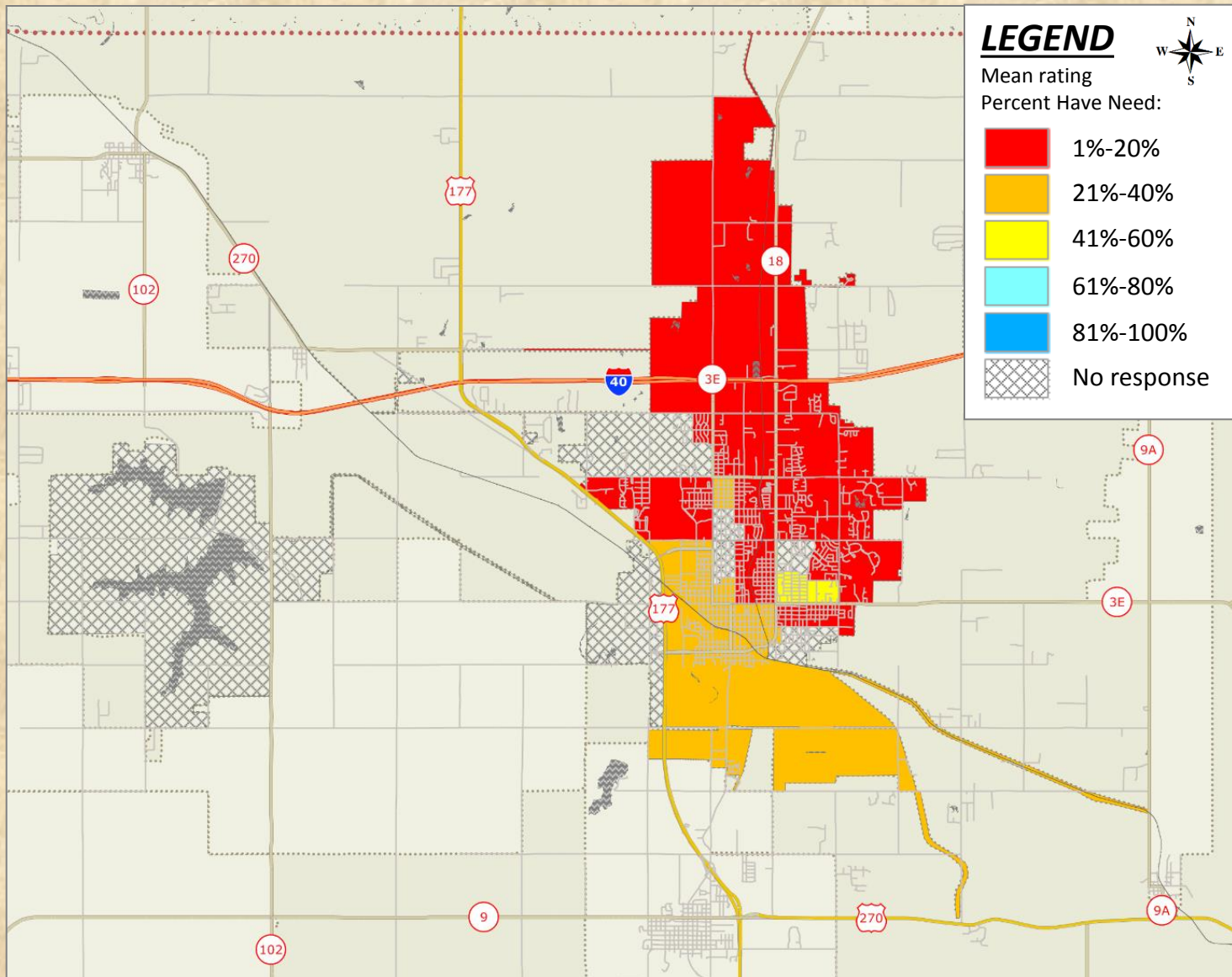
Q12L: Households Who Have a Need for Disc Golf



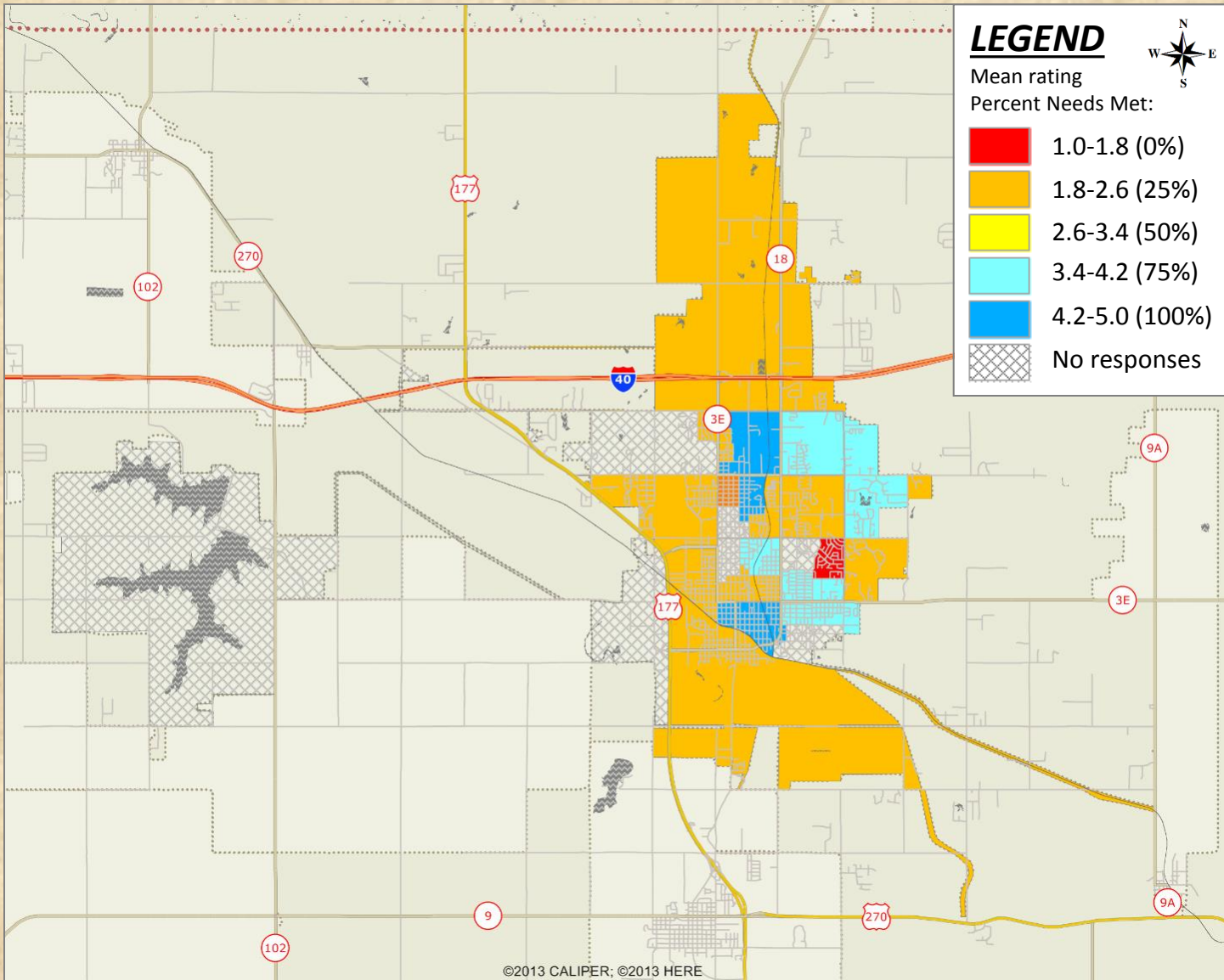
Q12l: How Well Needs are Being Met for Disc Golf



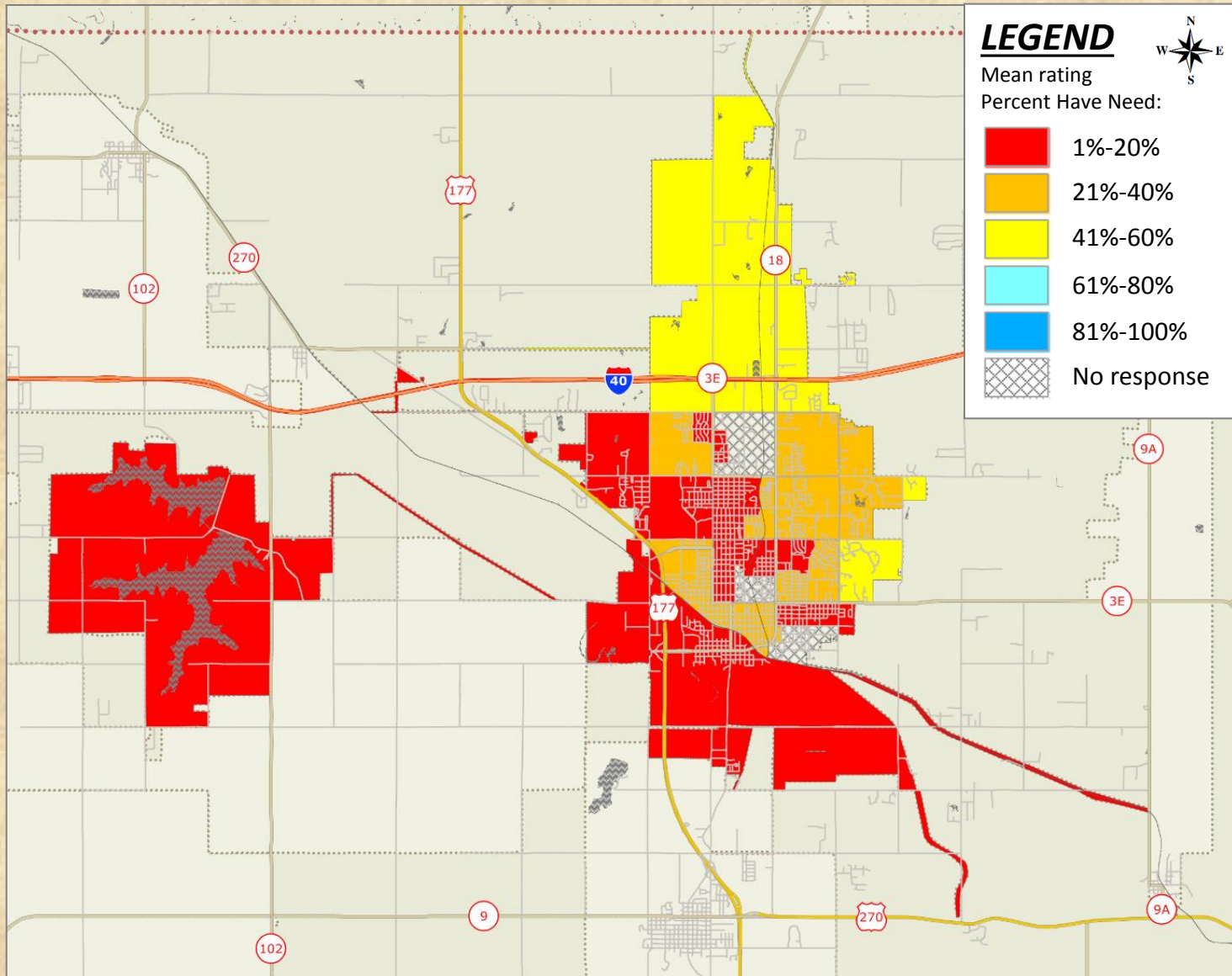
Q12M: Households Who Have a Need for Skateboarding Park



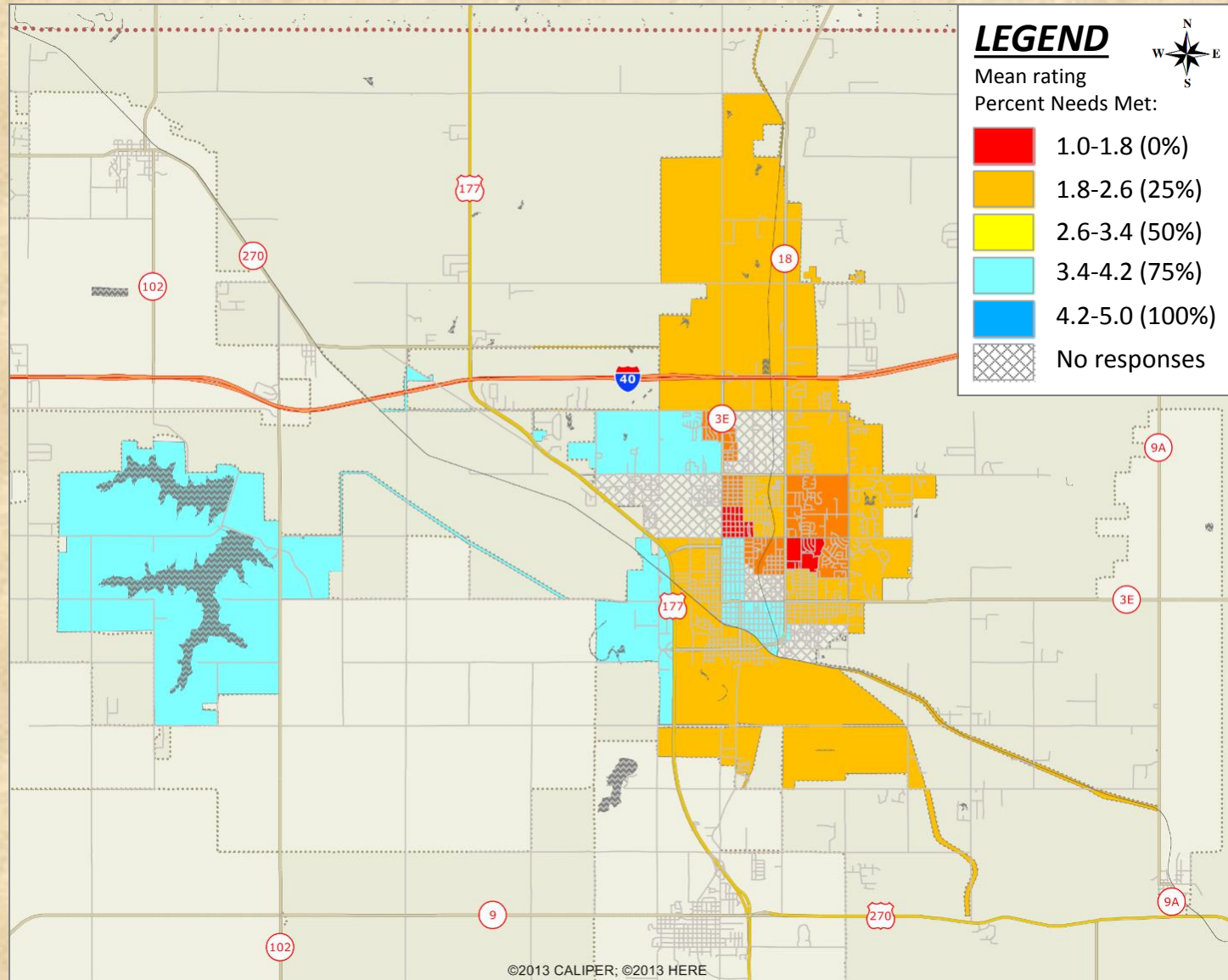
Q12m: How Well Needs are Being Met for Skateboarding Park



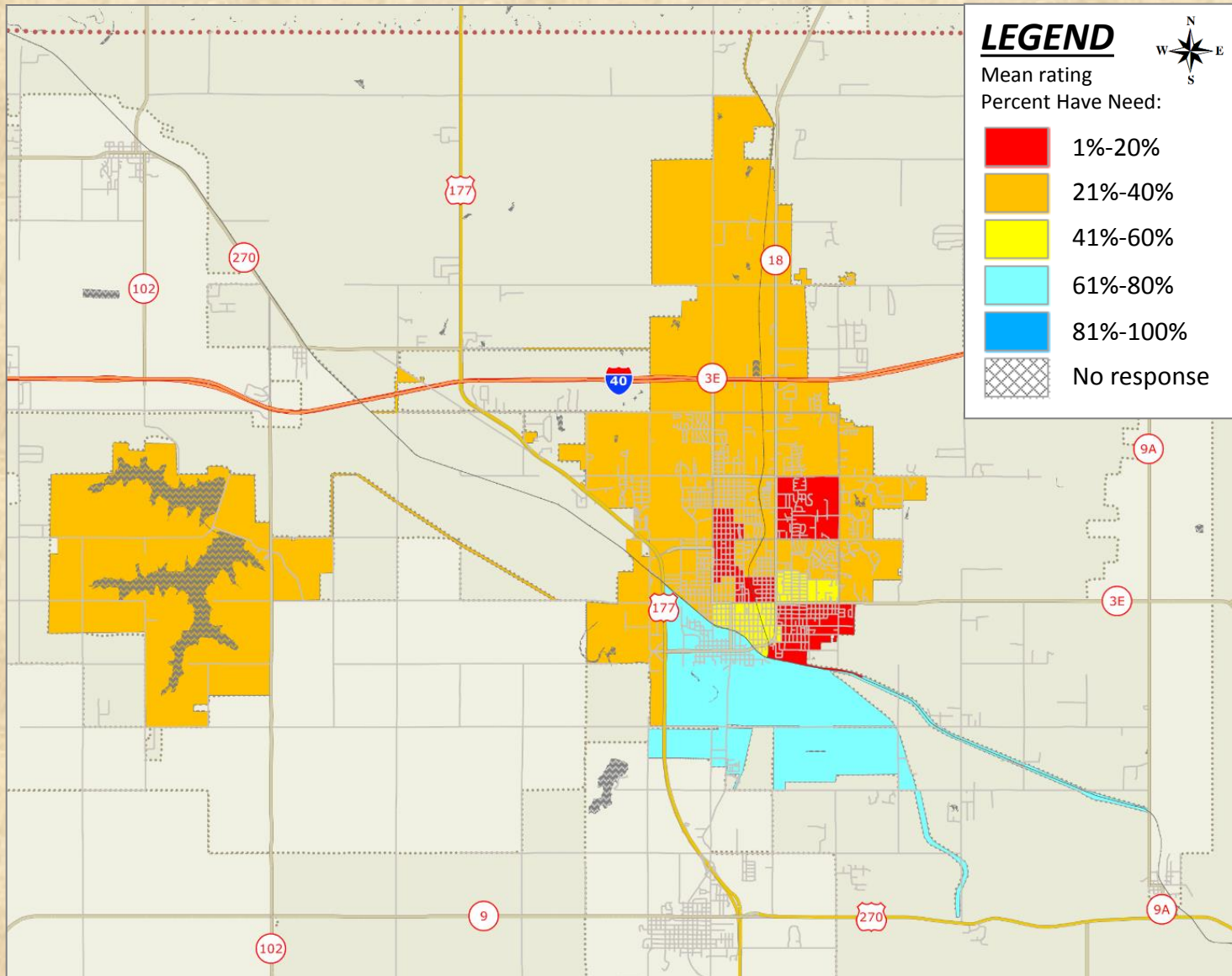
Q12N: Households Who Have a Need for Outdoor Tennis Courts



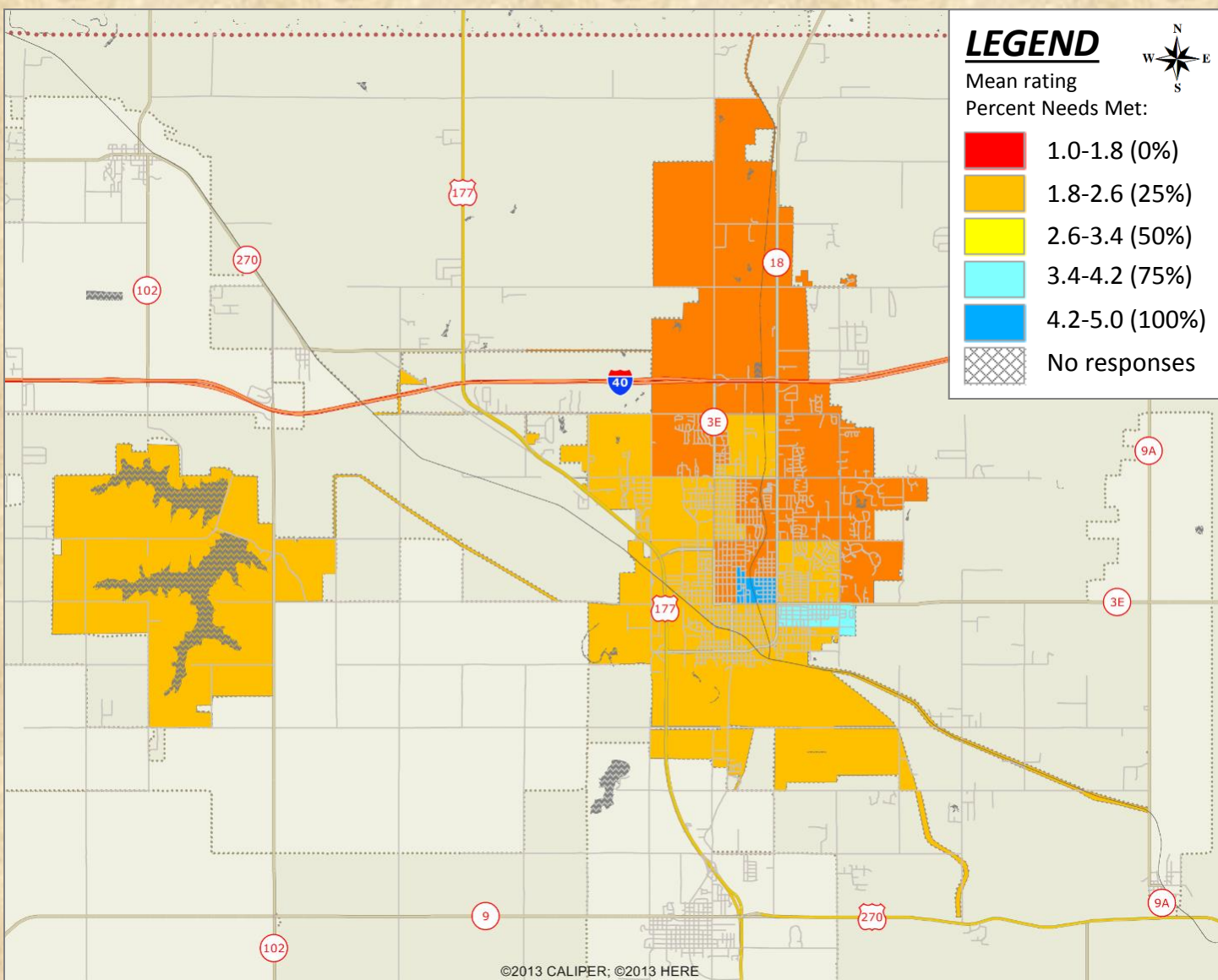
Q12n: How Well Needs are Being Met for Outdoor Tennis Courts



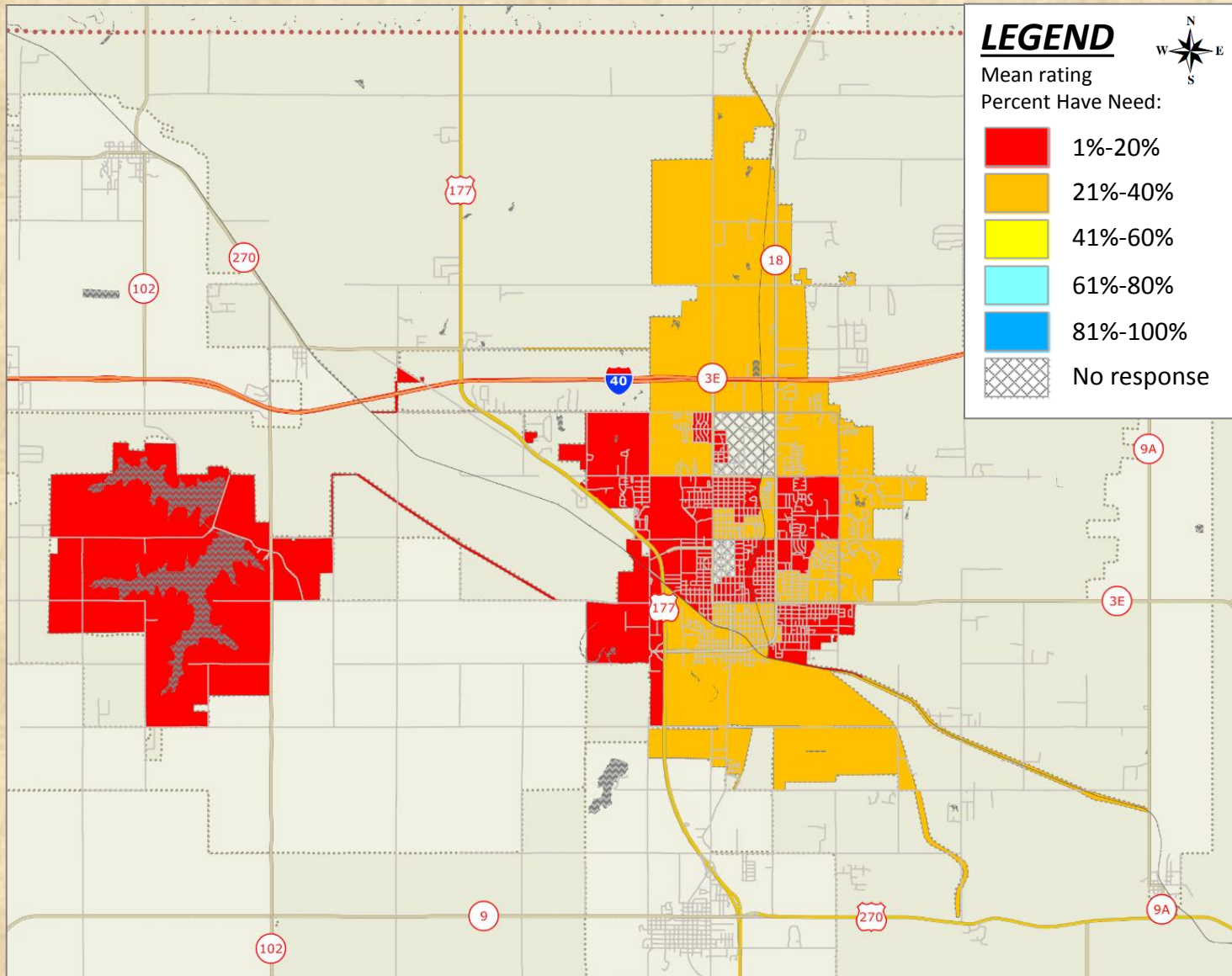
Q120: Households Who Have a Need for Outdoor Basketball Courts



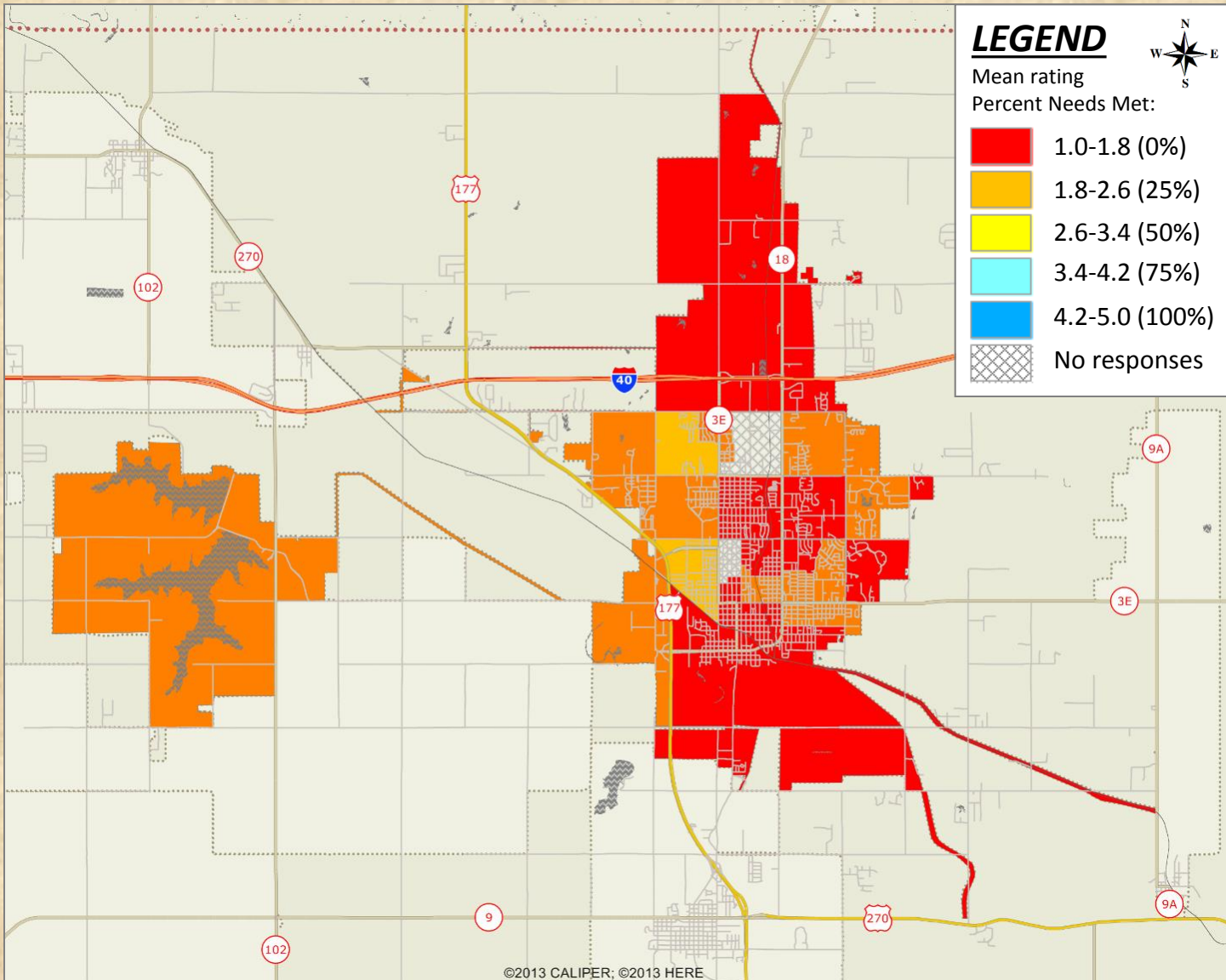
Q12o: How Well Needs are Being Met for Outdoor Basketball Courts



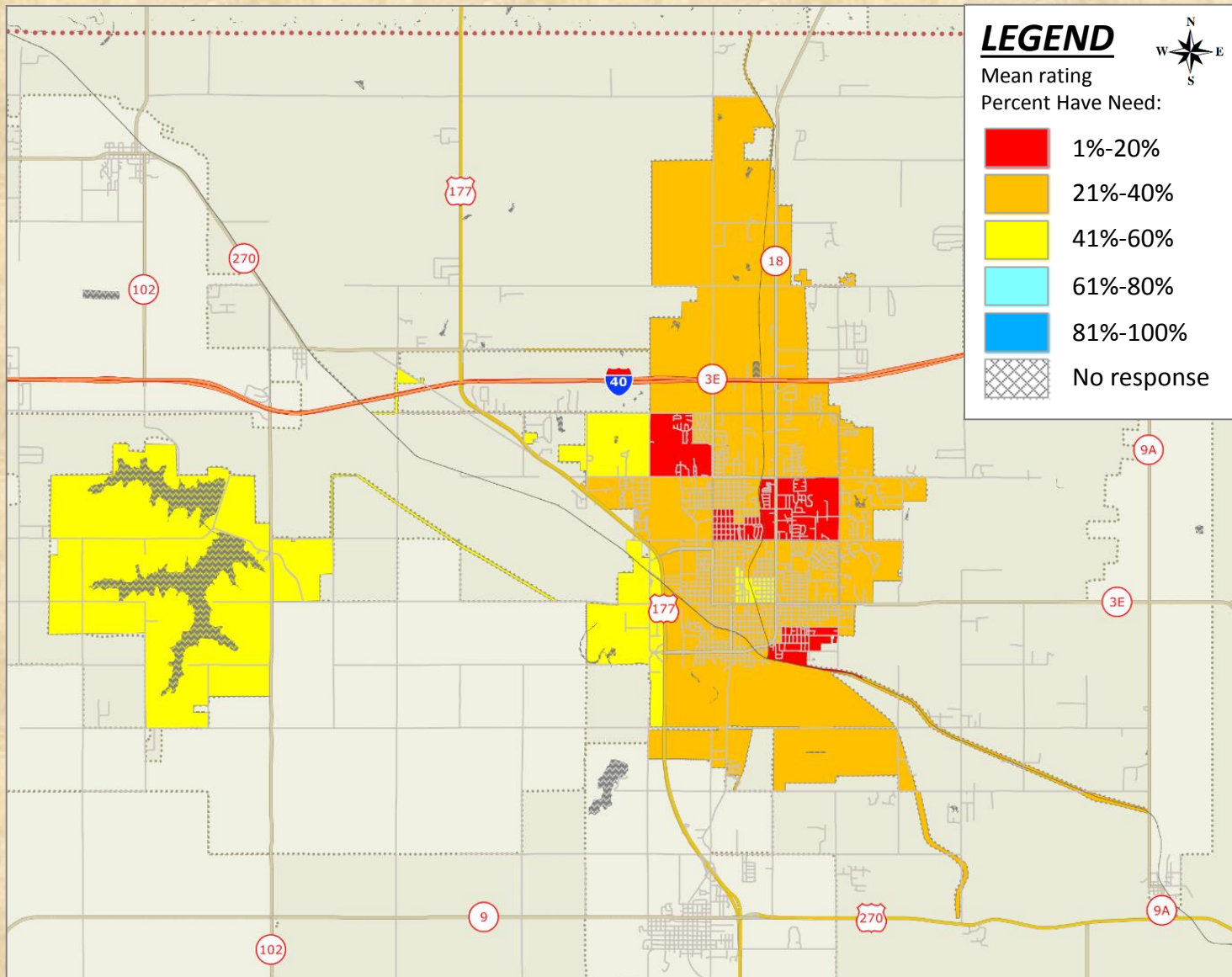
Q12P: Households Who Have a Need for Outdoor Sand Volleyball Courts



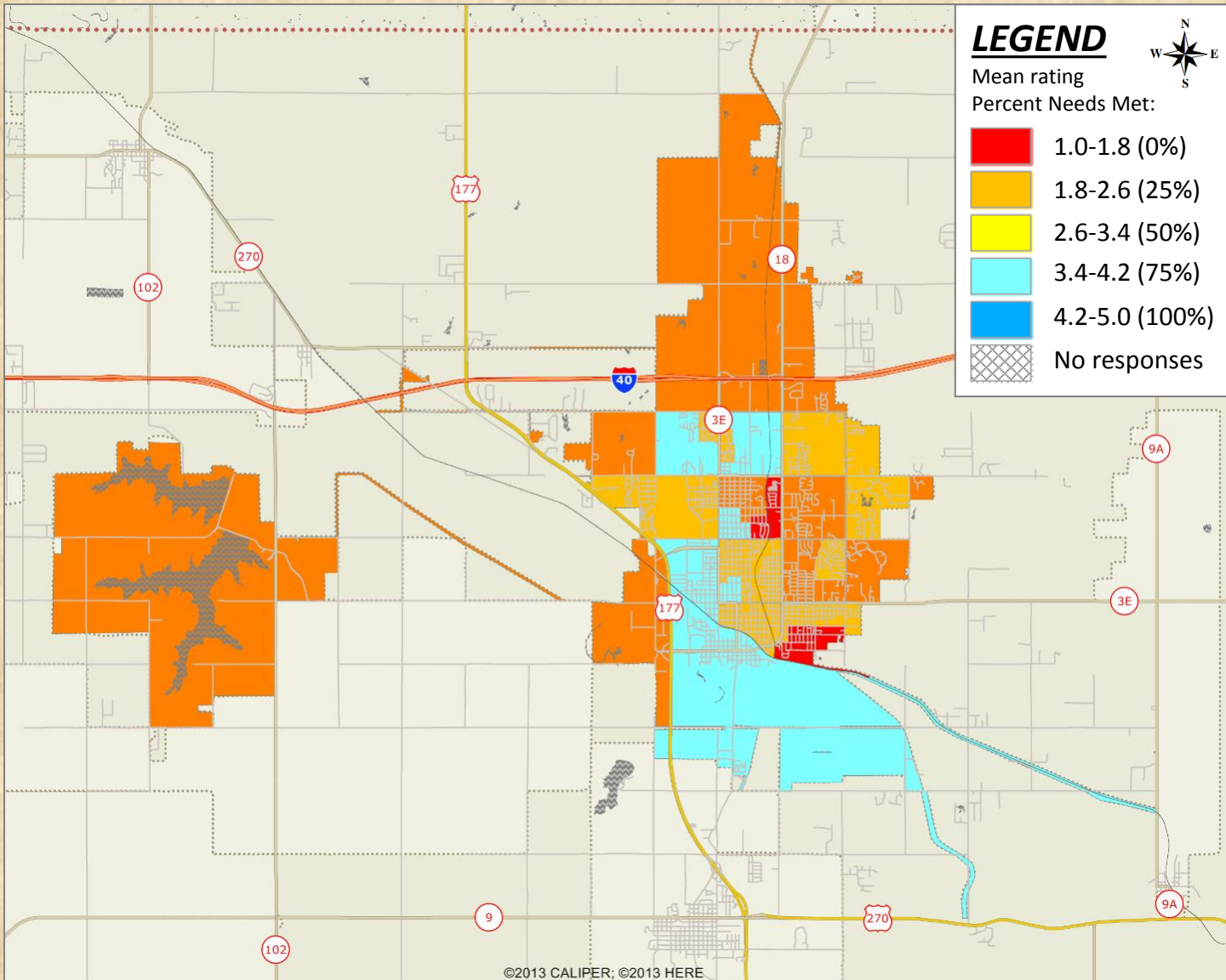
Q12p: How Well Needs are Being Met for Outdoor Sand Volleyball Courts



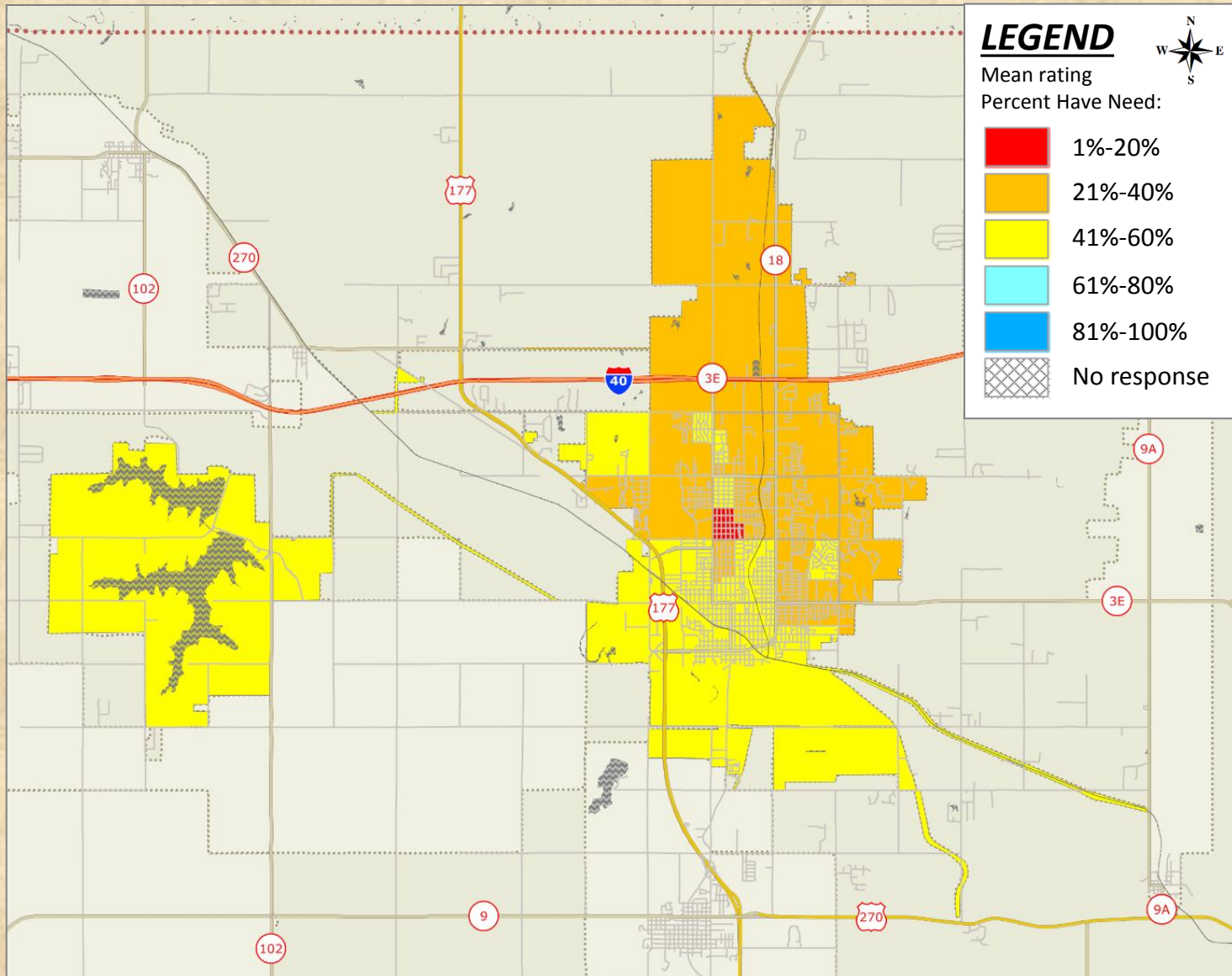
Q12Q: Households Who Have a Need for Boating Areas



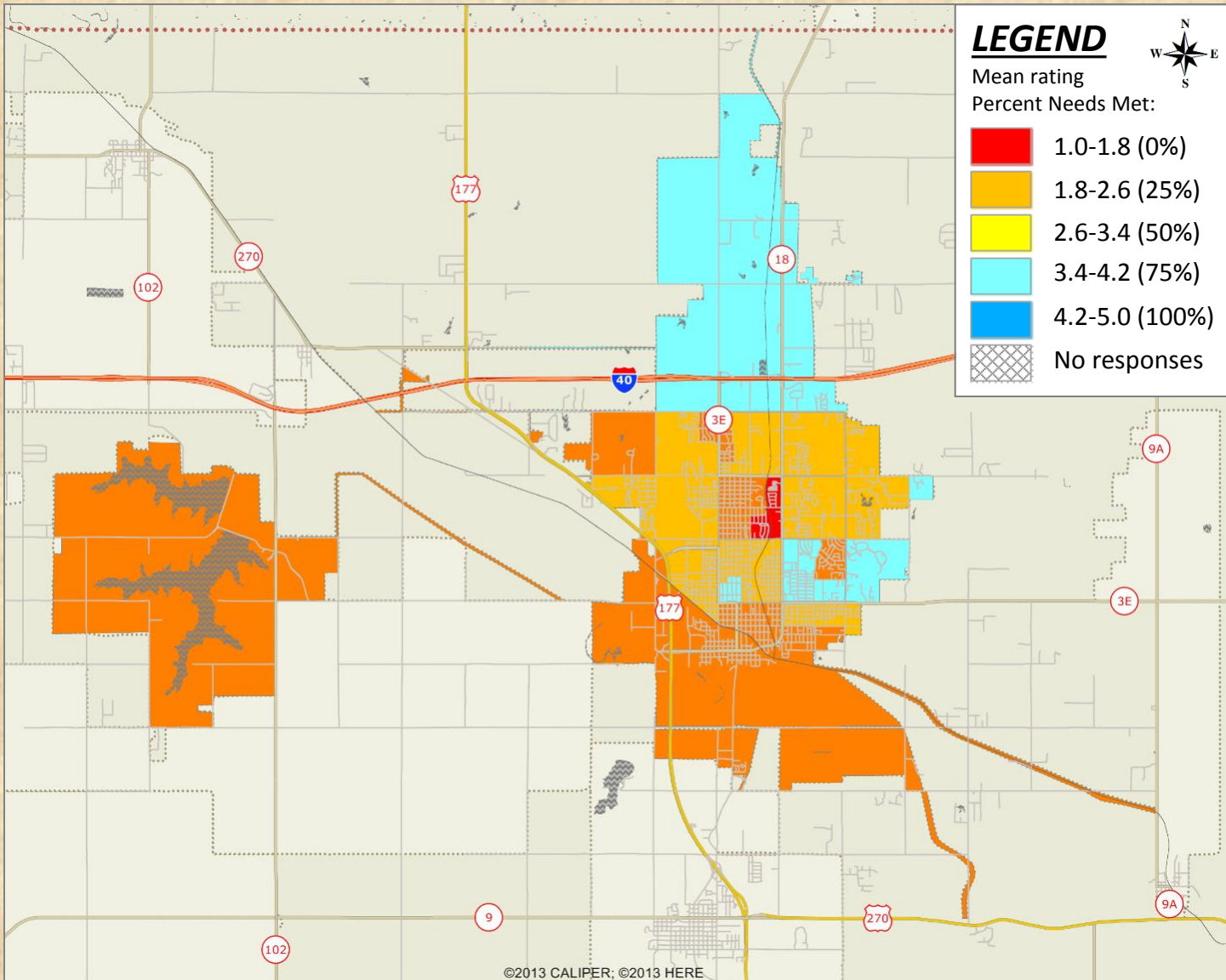
Q12q: How Well Needs are Being Met for Boating Areas



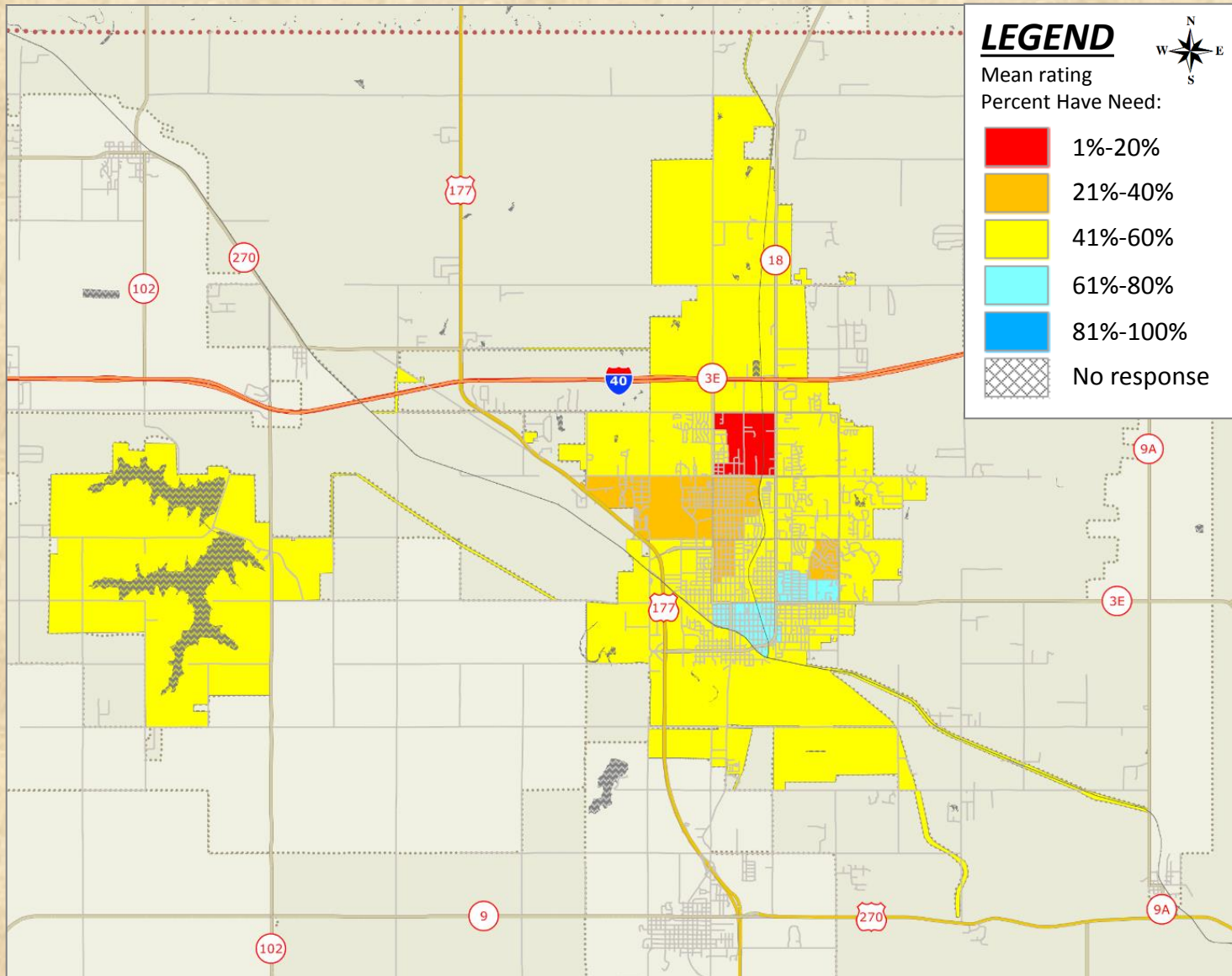
Q12R: Households Who Have a Need for Fishing Areas



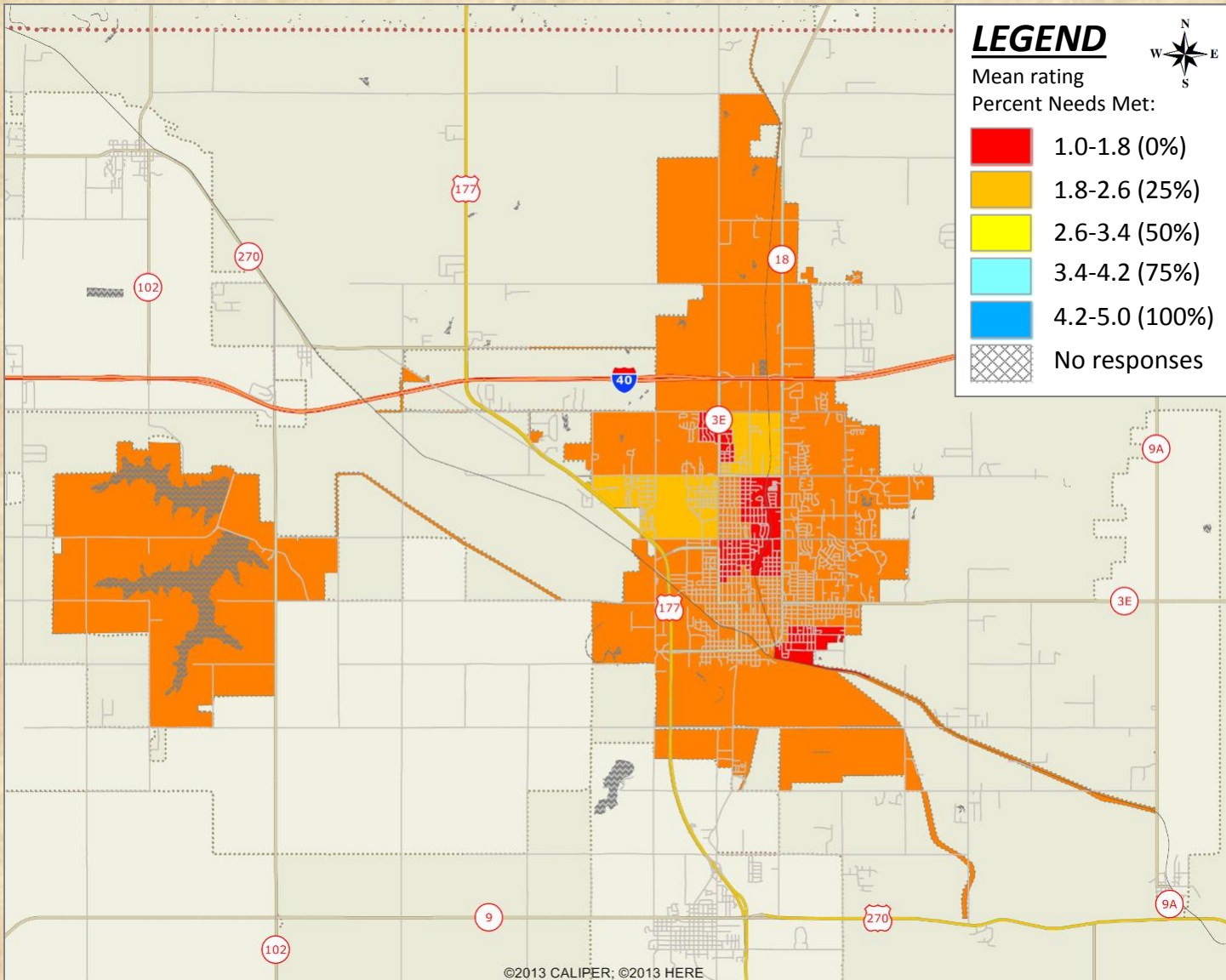
Q12r: How Well Needs are Being Met for Fishing Areas



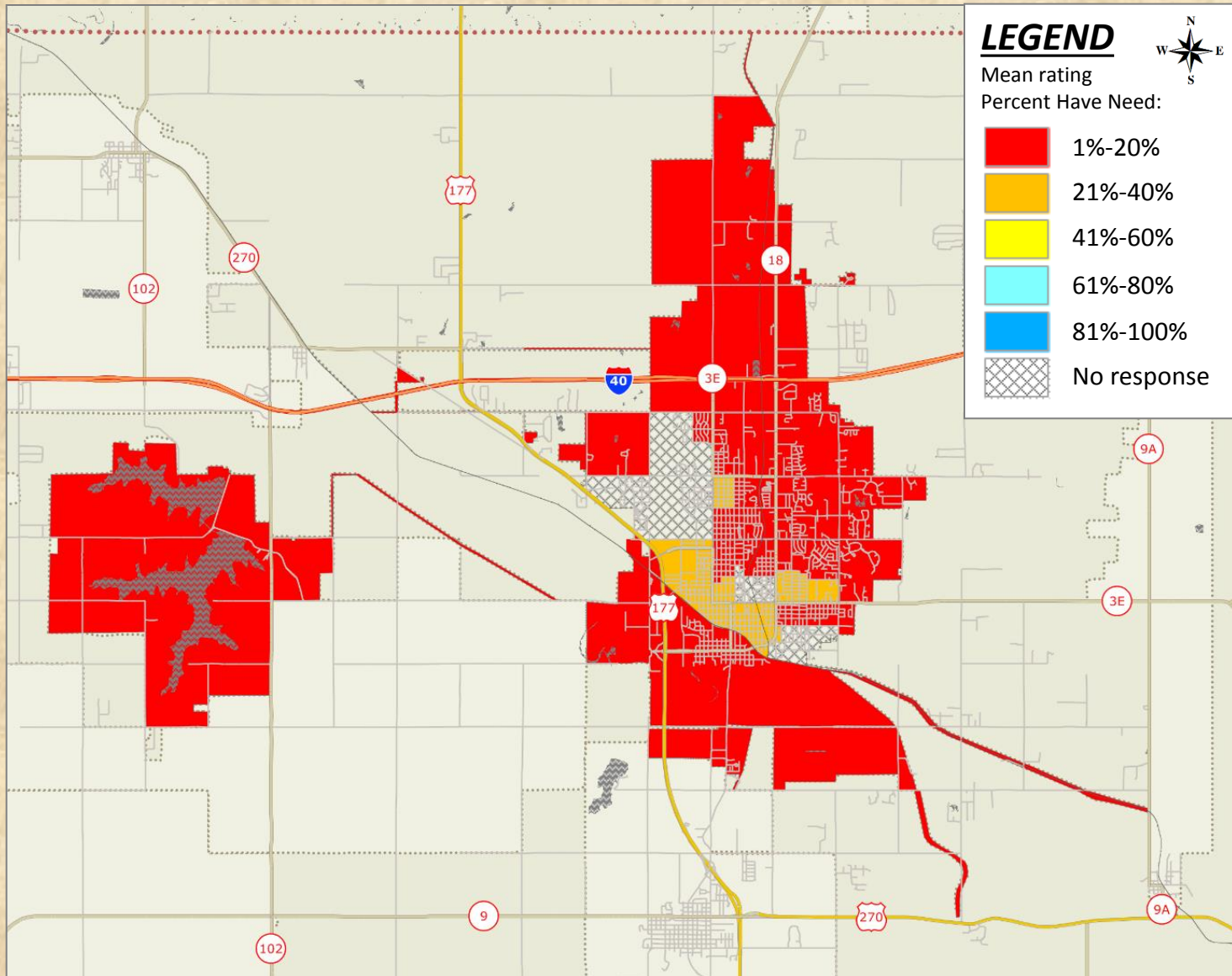
Q12S: Households Who Have a Need for Wildlife and Natural Areas



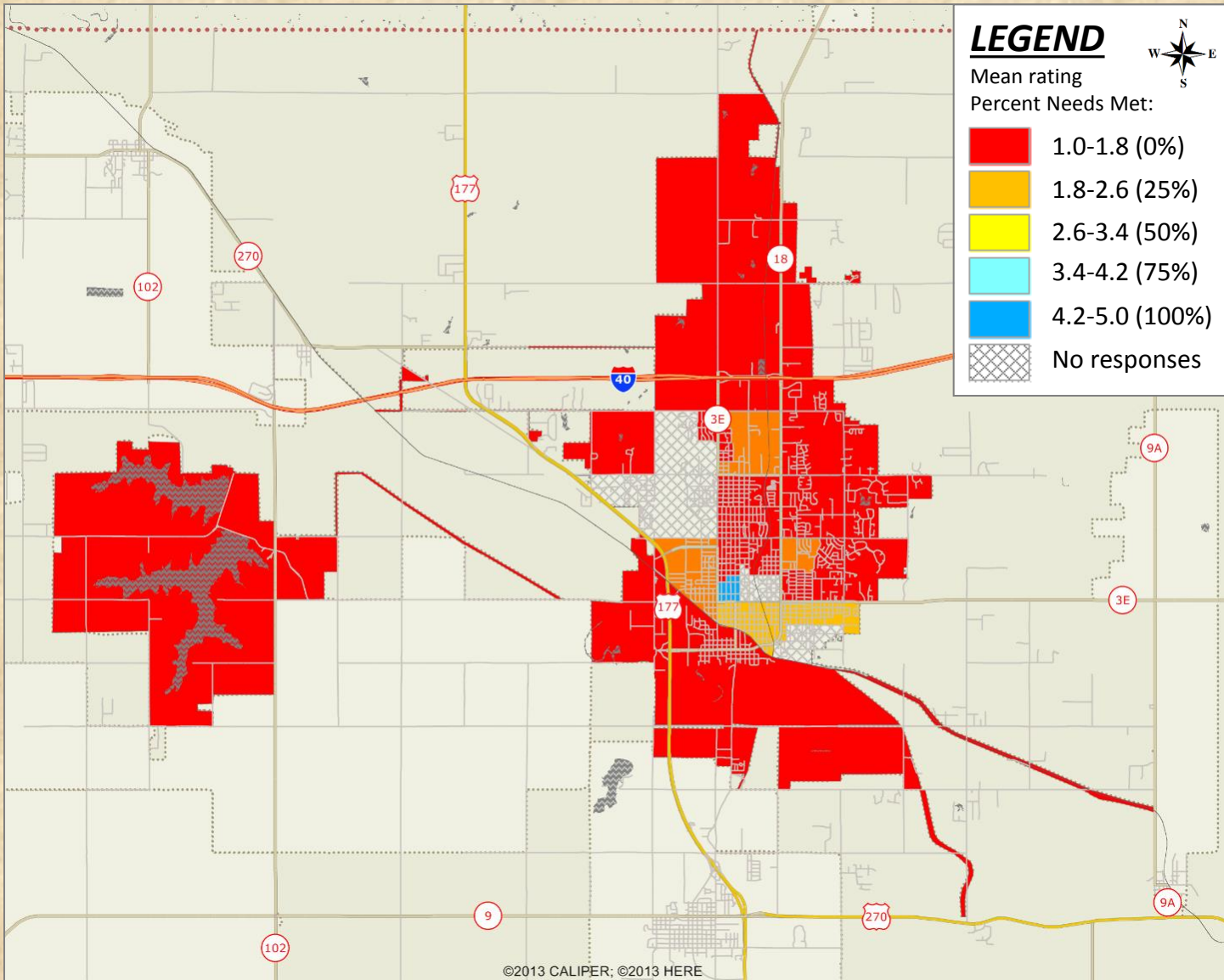
Q12s: How Well Needs are Being Met for Wildlife and Natural Areas



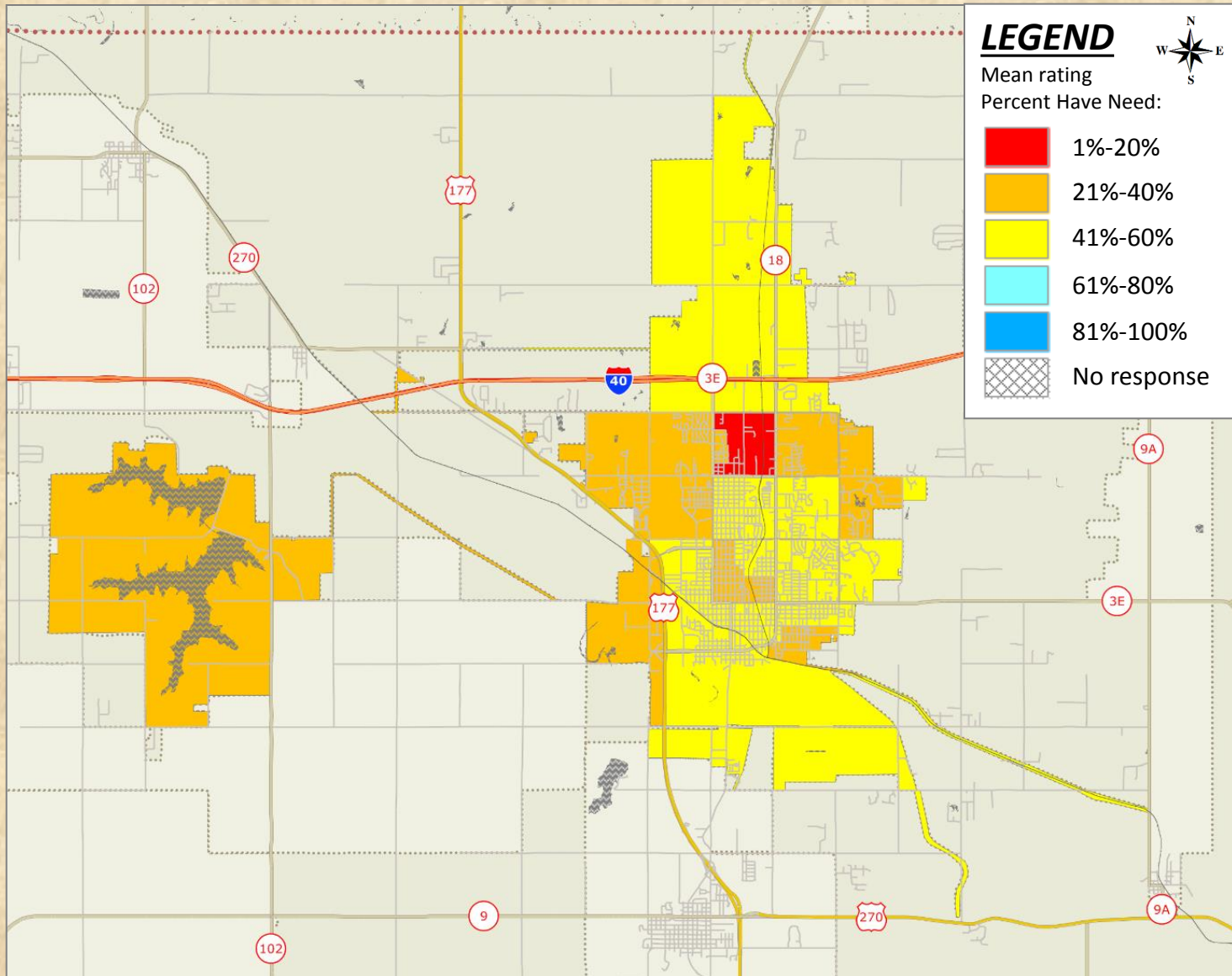
Q12T: Households Who Have a Need for Band Shell



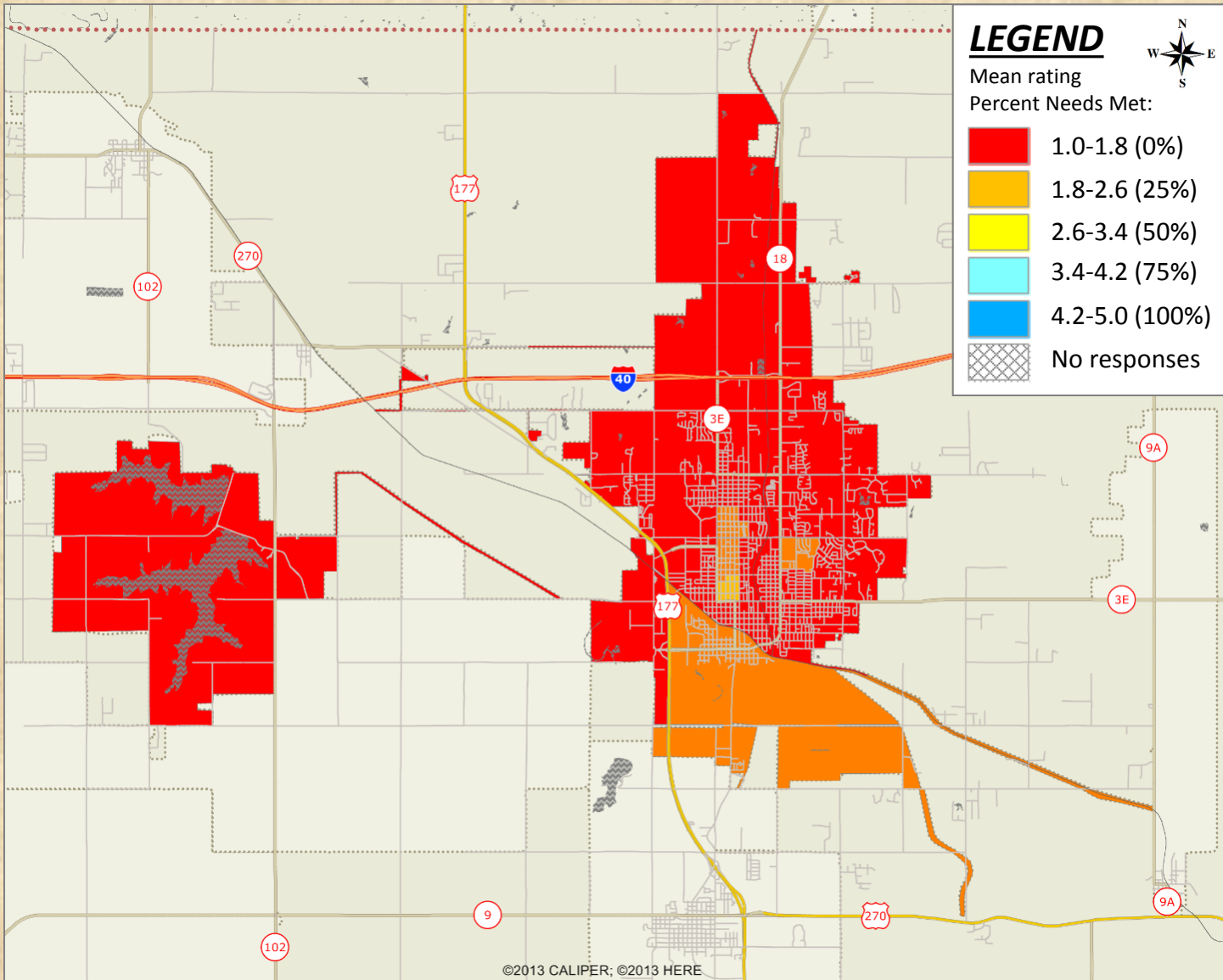
Q12t: How Well Needs are Being Met for Band Shell



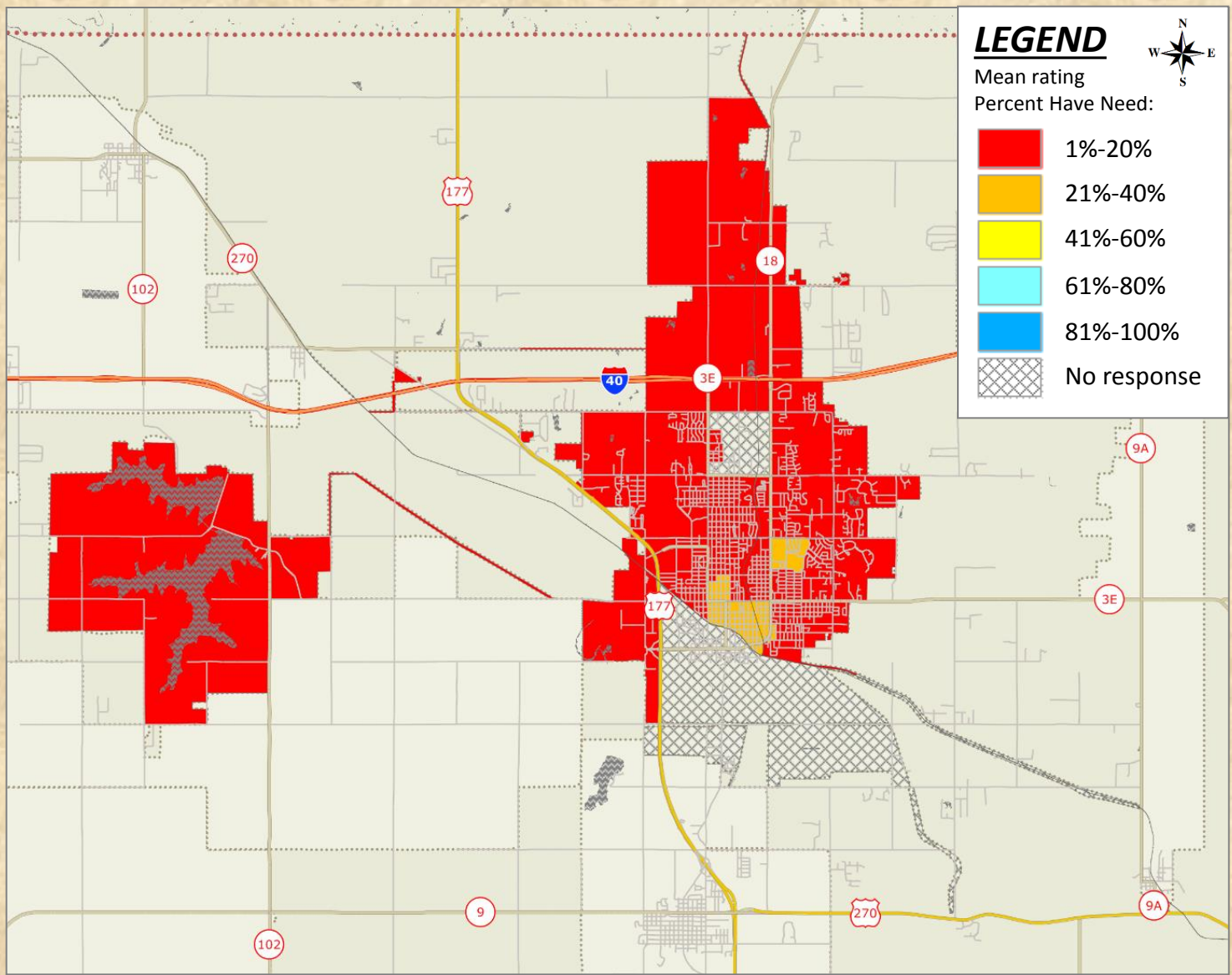
Q12U: Households Who Have a Need for Botanical Gardens



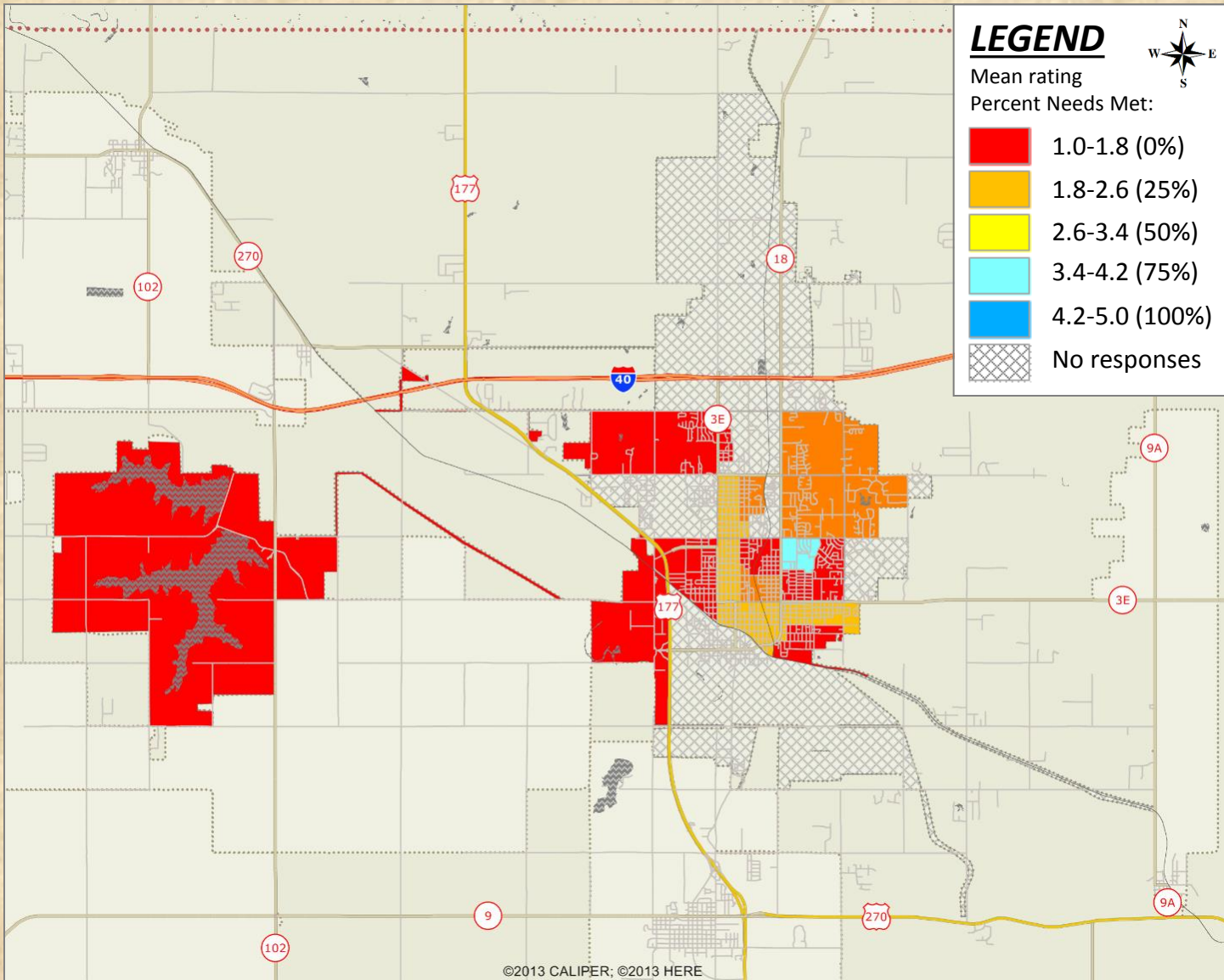
Q12u: How Well Needs are Being Met for Botanical Gardens



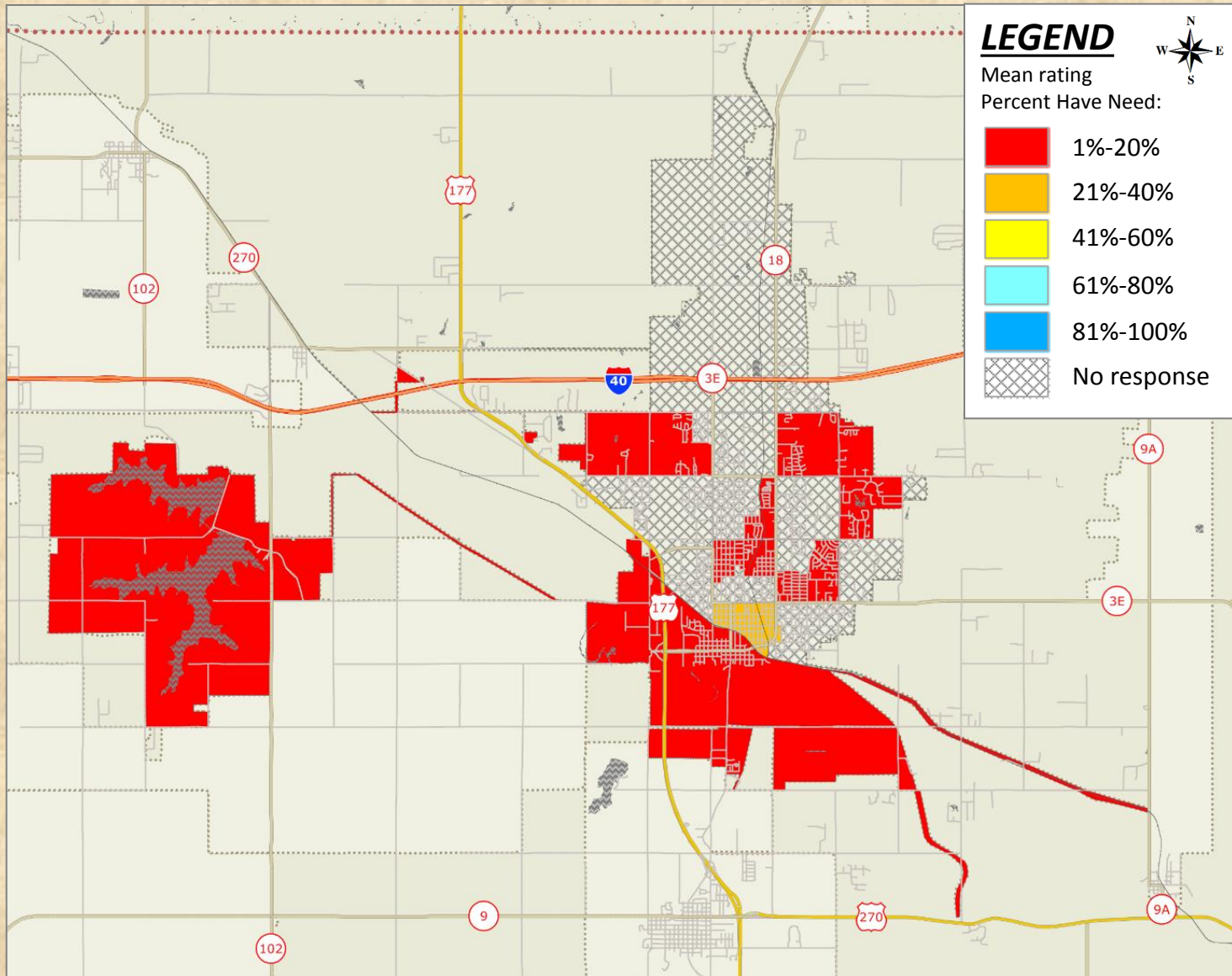
Q12V: Households Who Have a Need for Trap Range



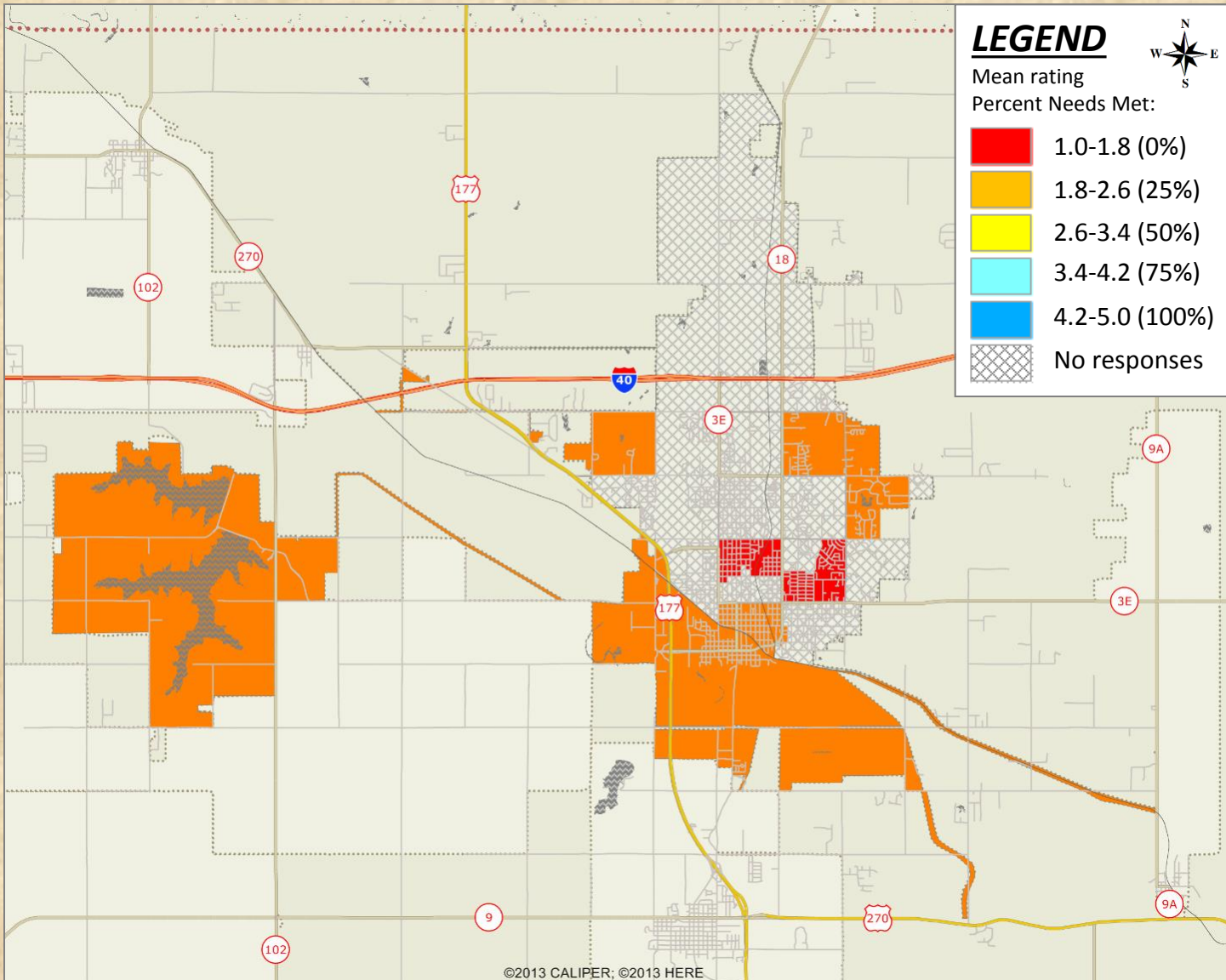
Q12v: How Well Needs are Being Met for Trap Range



Q12W: Households Who Have a Need for Other



Q12w: How Well Needs are Being Met for Other



Regular Board of Commissioners

12.

Meeting Date: 07/20/2015

Exec Session Enter

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider going into executive session for the purpose of interviewing candidates for the position of Municipal Judge, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a Municipal Judge.

Regular Board of Commissioners

13.

Meeting Date: 07/20/2015

Exec Session Discuss

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action on matters discussed in executive session for the purpose of interviewing candidates for the position of Municipal Judge, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a Municipal Judge.
