

AGENDA
BOARD OF CITY COMMISSIONERS
March 3, 2014 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

REV. AMY BUSSE
UNITED PRESBYTERIAN

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider an Executive session for discussion of matters relating to sales tax enforcement action, including discussion of retention of outside counsel. The City Attorney recommends an executive session as authorized by 25 O.S. §307(B)(4)

**RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE AIRPORT AUTHORITY
AND SHAWNEE MUNICIPAL AUTHORITY.**

RECONVENE

3. Consider matters discussed in Executive Session regarding matters relating to sales tax enforcement action, including discussion of retention of outside counsel. The City Attorney recommends an executive session as authorized by 25 O.S. §307(B)(4).
4. 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 Agenda Item No. 18
 - b. Minutes from the February 18, 2014 meeting.
 - c. Budget Amendment General Fund 001
To add additional money to legal services in the city attorney's budget to accommodate for on-going legal services and add additional money to City Managers contractual services for Public Relations
 - d. Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving garage sale licenses and fees for the days of April 25-27, 2014.
 - e. Approve agreement with Shaughnessy Group, LLC to produce a cable TV video show highlighting various aspects of the City of Shawnee.

- f. Authorize staff to solicit bids for the remodeling and construction of the Shawnee Municipal Pool.
5. Commissioners Comments
6. Citizens Participation
 - (A three minute limit per person)
 - (A twelve minute limit per topic)
7. City Manager's presentation of Employee of the Month to Julie Daniels, Police Department Dispatch
8. Presentation of Audited Financial Statements for the City of Shawnee and Related Authorities for the Fiscal Year 2012-2013.
9. Discuss, consider and possible action of acceptance on roadway dedications by the Oklahoma Commissioners of the Land Office along North Kickapoo
10. Discuss, consider and possible action on an ordinance repealing Section 3-216 (non-accessory signs) of the Shawnee Municipal Code.
11. Discuss, consider and possible action on establishing a moratorium on non-accessory sign regulations. (Not needed if Section 3-216 of the municipal code is repealed)
12. Discuss, consider and possible action on an ordinance repealing and amending portions of Chapter 1, General Provisions of the Shawnee Municipal Code.
13. Discuss, consider and possible action on an ordinance repealing and amending portions of Chapter 7, Buildings and Building Regulations, of the Shawnee Municipal Code.
14. Discuss, consider and possible action on an ordinance repealing and amending Chapter 13, Fire Prevention and Protection, of the Shawnee Municipal Code.
15. Discuss, consider and possible action on an ordinance amending Shawnee Municipal Code, Chapter 17, Law Enforcement.
16. Consider an ordinance calling for a general and runoff election for Ward 1, Ward 5 and Ward 6.
17. Discussion, consideration and possible action on a contract with Anglin PR to kick off a public education campaign that educates our citizens how sales tax is used to provide necessary city services.
18. Consider Bids:
 - a. New Shawnee Police Range Tower Project (Open)
19. New Business
 - (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
20. Administrative Reports

21. 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

2.

Meeting Date: 03/03/2014

Executive Session

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an Executive session for discussion of matters relating to sales tax enforcement action, including discussion of retention of outside counsel. The City Attorney recommends an executive session as authorized by 25 O.S. §307(B)(4)

RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY.

RECONVENE

Regular Board of Commissioners

3.

Meeting Date: 03/03/2014

Action from Executive Session

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding matters relating to sales tax enforcement action, including discussion of retention of outside counsel. The City Attorney recommends an executive session as authorized by 25 O.S. §307(B)(4).

Regular Board of Commissioners

4. a.

Meeting Date: 03/03/2014

Bids to Open

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 18

Regular Board of Commissioners

4. b.

Meeting Date: 03/03/2014

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the February 18, 2014 meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
FEBRUARY 18, 2014 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, Tuesday, February 18, 2014 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

Absent
Commissioner Ward 1

Linda Agee
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Absent
Commissioner Ward 4

John Winterringer
Commissioner Ward 5

Absent
Commissioner Ward 6

ABSENT: Pam Stephens, Keith Hall, Steve Smith

INVOCATION

Rev. J. Clifton Briscoe
Living Word Church

FLAG SALUTE

Led by Commissioner Winterringer

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve the Agenda. Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Winterringer

NAY: None

AGENDA ITEM NO. 2:

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 SMA Agenda Item No. 2-a.
- b. Minutes from the February 3, 2014 regular meeting and February 6, 2014 special called meeting
- c. Acknowledge the following minutes and reports:
 - Shawnee Civic and Cultural Development Authority minutes from December 19, 2013
 - License Payment Report for January 2014
 - Project Payment Report for January 2014
- d. Acknowledge the preliminary 2014-2015 Budget Schedule

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to approve the Consent Agenda Item Nos. 2(a-d). Motion carried 4-0.

AYE: Agee, Harrod, Mainord, Winterringer

NAY: None

COMMISSIONER SMITH ARRIVES AT 6:35 P.M.

AGENDA ITEM NO. 3: Commissioners Comments

Commissioner Agee stated that one of her constituents called regarding the high costs paid by citizens for water/sewer and ad valorem taxes. Commissioner Agee asked that Commission and staff be mindful of all citizens, not just select groups, during this year's budget process.

AGENDA ITEM NO. 4: Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 5: Mayor's Presentation of Certificates of Appreciation for Disaster Response and Recovery.

The Mayor presented the following organizations with Certificates of Appreciation for their assistance in response and recovery following the May 19, 2013 tornado:

Oklahoma Baptist University
Rotary International
The Salvation Army
Lowes
Gordon Cooper Vo-Tech
Shawnee Public Schools
East Central Workforce Investment Board
Avedis Foundation
United Way of Pottawatomie County
TDK
Wal-Mart

Each of the above organization sent a representative to accept the certificate. The Certificate of Appreciation to the Citizen Potawatomi Nation was refused by Chairman Rocky Barrett, who was present at the meeting.

AGENDA ITEM NO. 6: Discussion, consideration and possible action on an ordinance amending Chapter 4, Alcoholic Beverages, of the Code of Ordinances of the City of Shawnee, OK.

City Attorney Mary Ann presented the staff report and recommended approval of the ordinance.

A motion was made by Commissioner Winterringer, seconded by Commissioner Smith, to approve an ordinance amending Chapter 4, Alcoholic Beverages, of the Code of Ordinances of the City of Shawnee, OK.

Ordinance No. 2529NS was introduced.

AN ORDINANCE AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, OKLAHOMA, BY PROVIDING THAT DEFINITIONS ARE TO BE IN ACCORDANCE WITH STATE LAW; PROVIDING FOR THE ADOPTION OF LICENSE FEES, PENALTIES AND OCCUPATIONAL TAXES BY RESOLUTION OF THE CITY COMMISSIONER; ADDING DEFINITIONS; PROVIDING FOR SETTING OF FINES; EFFECTS OF RENUMBERING; PROHIBITING ALTERING OF THE CODE; PROVIDING

FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Winterringer, Smith, Agee, Harrod, Mainord

NAY: None

Ordinance No. 2529NS was adopted by the City Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to approve emergency clause relating to Ordinance No. 2529NS. Motion carried 5-0.

AYE: Harrod, Winterringer, Agee, Mainord, Smith

NAY: None

AGENDA ITEM NO. 7:

Discussion, consideration and possible action on an ordinance amending Chapter 26, Utilities, of the Code of Ordinances of the City of Shawnee, Oklahoma.

The staff report regarding the proposed ordinance was given by Public Works Director Steve Nelms.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Smith, to approve an ordinance amending Chapter 26, Utilities, of the Code of Ordinances of the City of Shawnee, Oklahoma.

Ordinance No. 2530NS was introduced.

AN ORDINANCE AMENDING CHAPTER 26, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, OKLAHOMA, BY PROVIDING FOR SETTING THE FORMULA FOR DETERMINING CHARGES; DEALING WITH THE HAULING OF WASTEWATER; PROVIDING FOR THE USE OF POLYETHYLENE PIPE; PROVIDING FOR POLLUTANT STANDARDS; PROVIDING FOR REQUIREMENT TO NOTIFY OF CERTAIN CHANGES AT THE FACILITY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Harrod, Smith, Agee, Mainord, Winterringer

NAY: None

Ordinance No. 2530NS was adopted by the City Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to approve emergency clause relating to Ordinance No. 2530NS. Motion carried 5-0.

AYE: Harrod, Winterringer, Agee, Mainord, Smith

NAY: None

AGENDA ITEM NO. 8: Discussion, consideration and possible action on a resolution setting certain fees connected with the water and wastewater system.

Resolution No. 6462 was introduced.

A RESOLUTION SETTING CERTAIN FEES CONNECTED WITH THE WATER AND WASTEWATER SYSTEM OF THE CITY OF SHAWNEE, OKLAHOMA

The staff report regarding the proposed resolution was given by Public Works Director Steve Nelms.

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to approve a resolution setting certain fees connected with the water and wastewater system. Motion carried 5-0.

AYE: Agee, Harrod, Mainord, Winterringer, Smith

NAY: None

AGENDA ITEM NO. 9: Acknowledge Sales Tax Report received February 2014.

Cynthia Sementelli, Finance Director, reported that February sales tax collected this month was \$1,569,452.00. Compared to last year's we are down \$675,618.00, but last year we received a one-time payment of \$639,295.40. Realistically, we are down \$37,322.00 from last year's figures but are still above budget projections.

AGENDA ITEM NO. 10: City Manager's Report.

City Manager Brian McDougal reported on the following:

1. He is continuing to work with Hunt Properties regarding the Shawnee Marketplace project. He thanked Justin Erickson and John Krywicki for their assistance. Hunt Properties estimates the groundbreaking will be April 1, 2014.
2. He recently attended the City Managers' Association meeting in Stillwater. Further, he and Vice Mayor Harrod met with legislators at the State Capitol regarding funding priorities.
3. The IUPA and the IAFF unions have announced their intention to bargain for FY 2014-15.
4. Recycling bins will be delivered this week.
5. Staff will be working on the Tobacco Settlement Grant and it will be on the City Commission agenda soon.

AGENDA ITEM NO. 11:

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. 12:

Administrative Reports, including but not limited to:

- a. Non-accessory Signs – Justin Erickson, Community Development

Community Development Director Justin Erickson began the discussion by providing historical dates and facts as they relate to City Commission action taken on non-accessory signs (billboards). He stated that staff has reviewed this issue again at the request of a City Commissioner and presented the following options for consideration: (1) Maintain the status quo (billboards allowed with stringent requirements), (2) No billboards allowed at all within the city limits, (3) Declare a moratorium while changes are being made to the existing ordinance.

Vice Mayor Harrod said he would be in favor of revisiting the moratorium and stated he receives many complaints regarding billboards, especially on Highway 177 (not in city limits). Commissioner Agee concurred that she would be in favor of the moratorium while changes are being made to the existing ordinance.

Mr. Erickson will bring this issue back to the Commission at a future meeting.

AGENDA ITEM NO. 13: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:30 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

4. c.

Meeting Date: 03/03/2014

Budget Amendment

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

c. Budget Amendment General Fund 001

To add additional money to legal services in the city attorney's budget to accommodate for on-going legal services and add additional money to City Managers contractual services for Public Relations

Attachments

Memo

Budget Amendment

MEMORANDUM

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Budget Amendment
Date: February 26, 2014

I am requesting a budget amendment, increasing outside legal services by \$100,000.

We have three outside matters pending that are unlikely to be resolved this budget year:

City v. Arnett, the police officer discipline case

Nash v. City of Shawnee, the paving dispute

City v. Hunter Mechanical, dealing with the City Hall HVAC system.

We incurred fees for the arbitration of the insurance dispute (most of that in the prior budget year) and had substantial arbitration expenses in the Arnett case.

The increase will ensure that we have sufficient funds to complete these matters with sufficient funds to take care of needs as they arise in the remaining months of the year.

City of Shawnee
Budget Amendment
General Fund 001
March 3, 2014

Estimated Revenue, Fund Balance, or Transfers IN

| Fund Number | Account Number | Project Code | Line Item | Description | Balance | Amount of | Balance |
|-------------|----------------|--------------|-----------|-------------|------------------|-------------------------------|-----------------|
| | | | | | Before Amendment | Amendment Increase (Decrease) | After Amendment |
| 001 | 4001 | | | SALES TAX | 11,300,000.00 | 95,000.00 | 11,395,000.00 |
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| | | | | Total | | 95,000.00 | |

Appropriations

| Fund Number | Account Number | Project Code | Line Item | Description | Balance | Amount of | Balance |
|-------------|----------------|--------------|-----------|----------------------------|------------------|-------------------------------|-----------------|
| | | | | | Before Amendment | Amendment Increase (Decrease) | After Amendment |
| 001 | 5-0110-5339 | | | Other contractual services | 21,500.00 | 45,000.00 | 66,500.00 |
| 001 | 5-0130-5310 | | | Legal Services | 35,000.00 | 100,000.00 | 135,000.00 |
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| | | | | | - | - | - |
| | | | | | 56,500.00 | 145,000.00 | 201,500.00 |

Approved by the City Commission this

Approved: _____

Mayor _____

Attest: _____

City Clerk _____

Explanation of Budget Amendment:

To add additional money to legal services in the city attorney's budget to accomadate for on-going legal services. Also to add additional money to City Managers contractual services for Public Relations

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

4. d.

Meeting Date: 03/03/2014

Garage Sale Fee Waiver

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving garage sale licenses and fees for the days of April 25-27, 2014.

Regular Board of Commissioners

4. e.

Meeting Date: 03/03/2014

Shaughnessy Group

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve agreement with Shaughnessy Group, LLC to produce a cable TV video show highlighting various aspects of the City of Shawnee.

Attachments

Agreement Shaughnessy

A G R E E M E N T

This Agreement entered is into this ____ day of _____ by and between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "City"), and Shaughnessy Group, LLC, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City desires to produce a cable TV video show highlighting various aspects of the City and its community; and

WHEREAS, Contractor possesses both the expertise and ability to produce the video programs desired by the City and wishes to contract with the City to do so; and

WHEREAS, the cable TV advisory committee of the City has negotiated with the Contractor and recommends that the City contract with Contractor to produce video shows presenting various aspects of the City and its community on the local cable TV system.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Contractor will produce twenty-six (26) "City Connect" shows of various aspects of the City and its citizens, between the July 1, 2013 and June 30, 2014. Each program will be created and produced in conformance with the acknowledged and accepted standards and practices of the video production industry.
2. Contractor agrees to deliver the first "City Connect" within two (2) weeks of the execution of this agreement and contracted additional reports will follow approximately two (2) weeks apart.
3. Each "City Connect" production will be informative, predominantly interview based, covering current topics or events of interest to citizens of Shawnee of approximately ten (10) minutes in length. The City may also air additional programming as provided by the Contractor for local news, events, sports, legislative updates, or other community based content as modeled on the Public Broadcasting System (PBS) ad supported style. The City reserves the sole right to determine what will be accepted and aired. No reimbursement to the Contractor shall be made for such content.
4. In creating each "City Connect", Contractor and assignees of the City Manager will work together to develop a script for each show, with contractor providing all professional services needed to produce an approximately ten minute TV program, including scripting, lighting, cameras, video recording and post editing. This provision applies to all productions.
5. Both parties agree that the finished programs and any footage not used in the televised program but recorded during interview sessions will be the sole property of the City and may not be copied, used or distributed in any form without the express authority of the City Manager or his designee. Contractor will be allowed to library such footage for such future productions.

Upon request, the Contractor must provide to the City all copies of raw or produced media shot during any interview session under this Agreement.

6. A final approval will always be given by the city manager or his designees before any showing. Upon final approval by the City, Contractor will deliver a final DVD copy or appropriate electronic file format and invoice for services rendered to the finance department.

7. All productions created by Contractor may be subject to periodic review by the City's Cable TV Advisory Committee to insure quality of work and presentation of content.

8. Contractor acknowledges that the City's Cable TV Advisory Committee will report any concerns in the production to the city manager or his designee. Contractor and City agree that either party may terminate this contract with thirty (30) days written notice.

9. Nothing in this Agreement is to be construed to create an employer employee relationship between the City and the Contractor. Contractor remains an independent contractor at all times during this contractual relationship and will supply its own insurance, including workman's compensation insurance, labor and equipment totally independent of the City.

10. City agrees to pay Nine Hundred Ninety One dollars (\$991.00) for each "City Connect" show approved by the City subject to final approval by the city manager or his designee. Payment becomes due upon receipt of an invoice from Contractor to be submitted following the completion of each show. Should the Contractor fail to produce the required twenty-six (26) "City Connect" programs for any reason, including termination of this Agreement by the city manager, both parties agree the City will be liable for payment only for those shows which have been completed to the City's satisfaction. The City will not be liable for payment for any shows that were not produced or were produced in an inferior manner pursuant to the standards and practices of the Contractor's profession.

11. Any agreed upon work performed by the Contractor outside of the above specified services may be billed at an hourly rate of \$75 per hour.

12. This agreement will be controlled by the laws of the state of Oklahoma. Venue for any legal action pursuant to this contract will be in Pottawatomie County, Oklahoma.

13. All notices are to be sent to each party at the following addresses:

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

Contractor:
Shaughnessy Group, LLC
Dbas Shawnee CTV
c/o Daniel Shaughnessy
44602 E Macarthur St
Shawnee, OK 74804-8947

14. This agreement terminates on June 30, 2014. Should the parties wish to continue the contractual relationship, a new contract will be negotiated between the parties to commence no sooner than July 1, 2014.

15. This contract represents the entire agreement of the parties and may only be amended in writing by both parties

16. Nothing contained in this agreement shall create a contractual relationship with a cause of action in favor of a third party against either the City or Contractor.

Done this ____ day of _____.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation
Shaughnessy Group, L.L.C.

By: _____
BRIAN MCDOUGAL
CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Shaughnessy Group, LLC

By: _____
DANIEL SHAUGHNESSY
OWNER

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, ____ by Daniel Shaughnessy on behalf of Shaughnessy Group LLC, a sole proprietorship.

NOTARY PUBLIC

My Commission Expires: _____

Commission No. _____

Regular Board of Commissioners

4. f.

Meeting Date: 03/03/2014

Request for bids Municipal Pool

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to solicit bids for the remodeling and construction of the Shawnee Municipal Pool.

Attachments

Memo Pool Request Bids

Mayor
WES MAINORD



The City of Shawnee
Office of the Director of Operations

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1529 Fax (405) 878-1593
www.ShawneeOK.org

Commissioners

PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

Date: February 25, 2014
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Shawnee Municipal Pool Project

Nature of the Request:

Staff requests authorization to go out for bid on New Municipal Pool Project.

Staff Analysis, Considerations:

After many months of design and fund raising, staff is ready to go out for bid on the New Shawnee Municipal Pool Project. Though we do not have the Health Departments approval, the Engineer and Staff feel confident that we will have the approval soon and that the revisions wanted by the health Department are minor and do not require redesign of the pool. Some of those revisions include more hose bibs, location of fire extinguishers marked, additional inlets and outlets in lap pool and guttering, and the bench in the zero depth entry area that does not fall within any regulation due to the depth of water. If needed, an addendum can be issued and given to plan holders.

Recommendation:

It is Staff's recommendation that the City begin the bidding process on the New Municipal Pool Project.

Budget Consideration:

Pool construction will be funded by the loan made in September 2013.

Regular Board of Commissioners

7.

Meeting Date: 03/03/2014

Employee of the Month

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

City Manager's presentation of Employee of the Month to Julie Daniels, Police Department Dispatch

Regular Board of Commissioners

8.

Meeting Date: 03/03/2014

Audit Report

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation of Audited Financial Statements for the City of Shawnee and Related Authorities for the Fiscal Year 2012-2013.

Regular Board of Commissioners

9.

Meeting Date: 03/03/2014

Acceptance of Roadway Dedications

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discuss, consider and possible action of acceptance on roadway dedications by the Oklahoma Commissioners of the Land Office along North Kickapoo

Attachments

Memo Accept Roadway



City of Shawnee
16 W. 9th Street
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

MEMORANDUM

AGENDA: March 3, 2014

TO: Mayor and City Commissioners

FROM: Justin Erickson, Planning Director

RE: **Street Dedications – Commissioners of the Land Office
North Kickapoo / Hunt Properties, Inc.**

Nature of the Request

Approve one street dedication and one street dedication amendment as presented by the Oklahoma Commissioners of the Land Office (CLO) along N. Kickapoo (Figure 1).

Staff Analysis, Considerations

During discussions with the CLO and Hunt Properties, Inc. it was determined that public right-of-way and dedications were needed in the vicinity of the development site. Said dedications were approved and signed by the CLO on January 9, 2014 (attached).

Recommendation

Staff recommends *approval and acceptance* of the street dedications. The dedications will facilitate the Shawnee Marketplace commercial development, which will also include public roadways.

Budget Considerations

There are no immediate or short-term budgetary impacts resulting from the acceptance of the street dedications. The roadways are in good condition and were built to City of Shawnee specifications. Longer term, there will be street maintenance expenses, just as there are with any City street.



Figure 1: Dedication areas indicated (generally) by red circles.

January 31, 2014

Justin Erickson
Community Development Director
City of Shawnee
222 N. Broadway
Shawnee, OK 74801

Justin,

Enclosed you will find an original copy of the new Street Easement Dedication and the Amendment to the previous Street Easement Dedication.

After your Commission meeting on Monday will you have the document filed and return a copy to me along with a copy of the minutes where the dedication is accepted.

Let me know if you have any additional questions.

Cordially,



Tranna Fischer, CPO

COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA

STREET EASEMENT DEDICATION PURSUANT TO
COMMERCIAL GROUND LEASE #106282 & 106297

Easement No. 9428
Account Nos. 106282 & 106297

KNOW ALL MEN BY THESE PRESENTS: This indenture is made and entered into by and between the Commissioners of the Land Office of the State of Oklahoma (the "CLO") and the City of Shawnee ("Shawnee"):

WITNESSETH: In compliance with Article XI, § 7 Oklahoma Constitution, Title 64 O.S. §§ 1, 1.1., 1.2, 11, 13, 101, 193 and Section 4.2 of Commercial Ground Lease Nos. 106282 & 106297 (collectively, the "Lease") executed and approved by Dixie Restaurants, Inc. d/b/a Delta Cafe and CLO on September 25, 2001, the CLO, by the power invested in it by the Constitution and the laws of the State of Oklahoma, hereby dedicate, grant, and convey unto Shawnee an easement (the "Easement") for so long as it is used for construction and maintenance of a public street, utilities, and facilities which are necessary and incidental to the Lease and street; the Easement covers the following described land situated in Pottawatomie County, State of Oklahoma:

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty-six (36), Township Eleven (11) North, Range Three (3) East of the Indian Meridian, City of Shawnee, Pottawatomie County, Oklahoma, and being more particularly described as follows:

COMMENCING at the northeast corner of said Southeast Quarter;

THENCE South 00°05'03" West, along the east line of said Southeast Quarter, a distance of 957.54 feet to the POINT OF BEGINNING;

THENCE continuing South 00°05'03" West, along said east line of the Southeast Quarter, a distance of 60.00 feet;

THENCE North 89°54'57" West a distance of 300.00 feet; THENCE North 00°05'03" East a distance of 60.00 feet; THENCE South 89°54'57" East a distance of 300.00 feet to the POINT OF BEGINNING.

Said tract of land containing 18,000 square feet or 0.4132 acres more or less.

Described and shown on the surveyor's plat attached hereto as Exhibit "A".

The CLO, for the purposes and duration of this Easement only, relinquishes all right, title or interest in and to the surface of the above-granted and dedicated tract of land and appurtenances including any and all dirt, rock, gravel, sand and other road building materials, but reserves and excepts all minerals and mineral rights. The CLO agrees any exploration or development of reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes granted herein.

The CLO hereby reserves all rights of ingress and egress to said public street from any adjacent real property it owns.

Shawnee shall be held free and clear and discharged from any and all claims of damages or injury sustained directly or indirectly to the remaining lands of the CLO by reason of non-negligent acts required in construction or maintenance of a public street and all excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities necessary for the construction and maintenance of a public street and incidental facilities on the above-described real property; supervision and control of use and maintenance of said public street shall be the sole responsibility of the appropriate municipality, count or entity of the State of Oklahoma according to governing law; Shawnee, its officers, agents, contractors and employees are granted free access to said real property for the purpose of entering upon, constructing, maintaining or regulating the use of said public street and incidental facilities.

The Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the CLO, without Shawnee filing the transfer or a certified copy in the records of the CLO, paying the transfer fee and obtaining written approval of the CLO.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma, by and through its Secretary, have caused this Easement to be executed on this 9th day January, 2014.

ATTEST:

(Seal)

By [Signature]
Harry L. Birdwell, Secretary

Commissioners of the Land Office of the State of Oklahoma

ACKNOWLEDGMENT

No. 9428
Vol. DB Page 1
Recorded 1/30/2014
(Date)
By [Signature]
(Records Clerk)

State of Oklahoma)

SS:

County of Oklahoma)

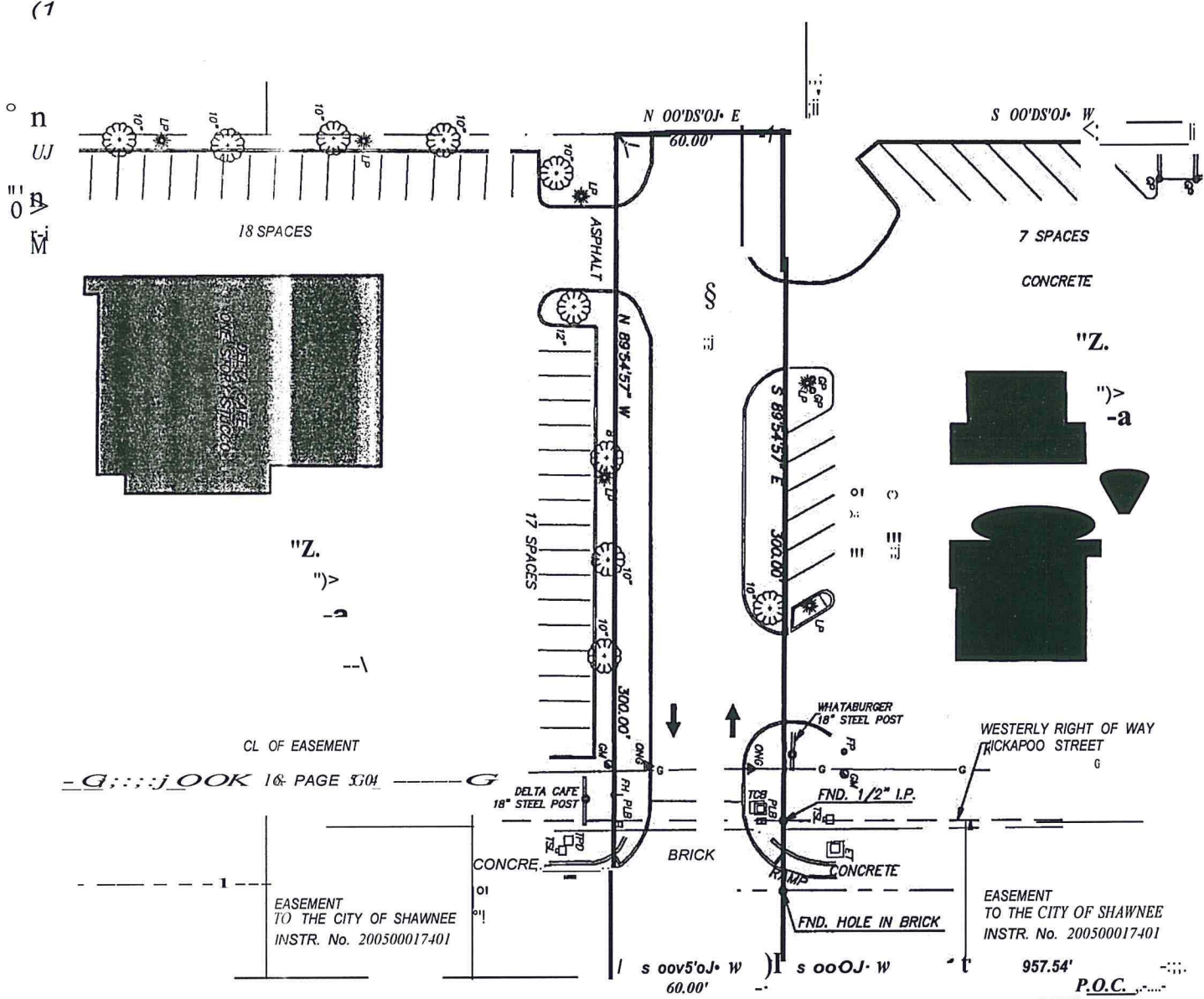
Before me, the undersigned, a Notary Public in and for said County and State, on 9th day of January, 2014, personally appeared Harry L. Birdwell, Secretary of the Commissioners of the Land Office of the State of Oklahoma, who subscribed his name to the foregoing instrument as its Secretary and acknowledged to me it was executed freely and voluntarily and as the free and voluntary act and deed of the Commissioners of the Land Office of the State of Oklahoma for the uses and purposes set forth therein.



Commission Expires: 5-31-15

[Signature]
Notary Public

1. 00'S 00' E
2. 75' E
3. 00' S 00' W



--- CT LINE OF S.E. QUARTER
SECTION 36, T. 11 N. R. J E., I.M.

P.O.C. 957.54'
SOUTH DRIVE
N.E. CORNER, S.E. QUARTER
SECTION 36, T. 11 N. R. J E., I.M.

W

P.O.C.

"I t: J.
ol hii

R I

COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA

AMENDMENT TO
STREET EASEMENT DEDICATION PURSUANT TO
COMMERCIAL GROUND LEASE #106127
FILE NO. 7678 VOL. 6 PAGE 7 ON 3-22-93

Easement No. 7678
Account No. 106127

KNOW ALL MEN BY THESE PRESENTS : This indenture is made and entered into by and between the Commissioners of the Land Office of the State of Oklahoma (the "CLO") and the City of Shawnee ("Shawnee"):

WITNESSETH: In compliance with Article XI, § 7 Oklahoma Constitution, Title 64 O.S. §§ 1, 1.1., 1.2, 11, 13, 101, 193 and Section 4.2 of Commercial Ground Lease # 106127 (the "Lease") executed and approved by Phillips 66 Company and CLO on November 13, 1990, the CLO, by the power invested in it by the Constitution and the laws of the State of Oklahoma, hereby dedicate, grant, and convey unto Shawnee an easement (the "Easement") for so long as it is used for construction and maintenance of a public street, utilities, and facilities which are necessary and incidental to the Lease and street; the Easement covers the following described land situated in Pottawatomie County, State of Oklahoma:

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty-six (36), Township Eleven (11) North, Range Three (3) East of the Indian Meridian, City of Shawnee, Pottawatomie County, Oklahoma, and being more particularly described as follows :

COMMENCING at the northeast corner of said Southeast Quarter;

THENCE South 00°05'03" West, along the east line of said Southeast Quarter, a distance of 575.06 feet to a point, said point being 2064.74 feet North 00°05'03" East of the southeast corner of said Southeast Quarter;

THENCE North 89°54'57" West a distance of 63.59 feet to a point on the westerly right-of-way line of Kickapoo Street as established by those certain EASEMENTS in favor of the State Highway Department and Oklahoma Department of Highways recorded in Book 170, Page 333 and Book 427, Page 159, respectively, Pottawatomie County records, and the POINT OF BEGINNING;

THENCE South 01°09'54" East, along the westerly line of said EASEMENTS, a distance of 60.01 feet;

THENCE North 89°54'57" West a distance of 237.71 feet;

THENCE North 00°05'03" East a distance of 60.00 feet;

THENCE South 89°54'57" East a distance of 236.41 feet to the POINT OF BEGINNING .

Said tract of land containing 14,223 square feet or 0.3265 acres more or less.

Described and shown on the surveyor's plat attached hereto as Exhibit "A".

The CLO, for the purposes and duration of this Easement only, relinquishes all right, title or interest in and to the surface of the above-granted and dedicated tract of land and appurtenances including any and all dirt, rock, gravel, sand and other road building materials, but reserves and excepts all minerals and mineral rights. The CLO agrees any exploration or development of reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes granted herein. The CLO hereby reserves all rights of ingress and egress to said public street from any adjacent real property it owns.

Shawnee shall be held free and clear and discharged from any and all claims of damages or injury sustained directly or indirectly to the remaining lands of the CLO by reason of non-negligent acts required in construction or maintenance of a public street and all excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities necessary for the construction and maintenance of a public street and incidental facilities on the above-described real property; supervision and control of use and maintenance of said public street shall be the sole responsibility of the appropriate municipality, count or entity of the State of Oklahoma according to governing law; Shawnee, its officers, agents, contractors and employees are granted free access to said real property for the purpose of entering upon, constructing, maintaining or regulating the use of said public street and incidental facilities.

The Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the CLO, without Shawnee filing the transfer or a certified copy in the records of the CLO, paying the transfer fee and obtaining written approval of the CLO.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma, by and through its Secretary, have caused this Easement to be executed on this 9th day of January, 2014.

ATTEST:

(Seal)

By [Signature]
Harry L. Birdwell, Secretary

Commissioners of the Land Office of the State of Oklahoma

ACKNOWLEDGMENT No. 7678
Vol. DB Page 1
Recorded 1/30/2014
(Date)
By [Signature]
(Records Clerk)

State of Oklahoma)

SS:

County of Oklahoma)

Before me, the undersigned, a Notary Public in and for said County and State, on 9th day of January 2014, personally appeared Harry L. Birdwell, Secretary of the Commissioners of the Land Office of the State of Oklahoma, who subscribed his name to the foregoing instrument as its Secretary and acknowledged to me it was executed freely and voluntarily and as the free and voluntary act and deed of the Commissioners of the Land Office of the State of Oklahoma for the uses and purposes set forth therein.

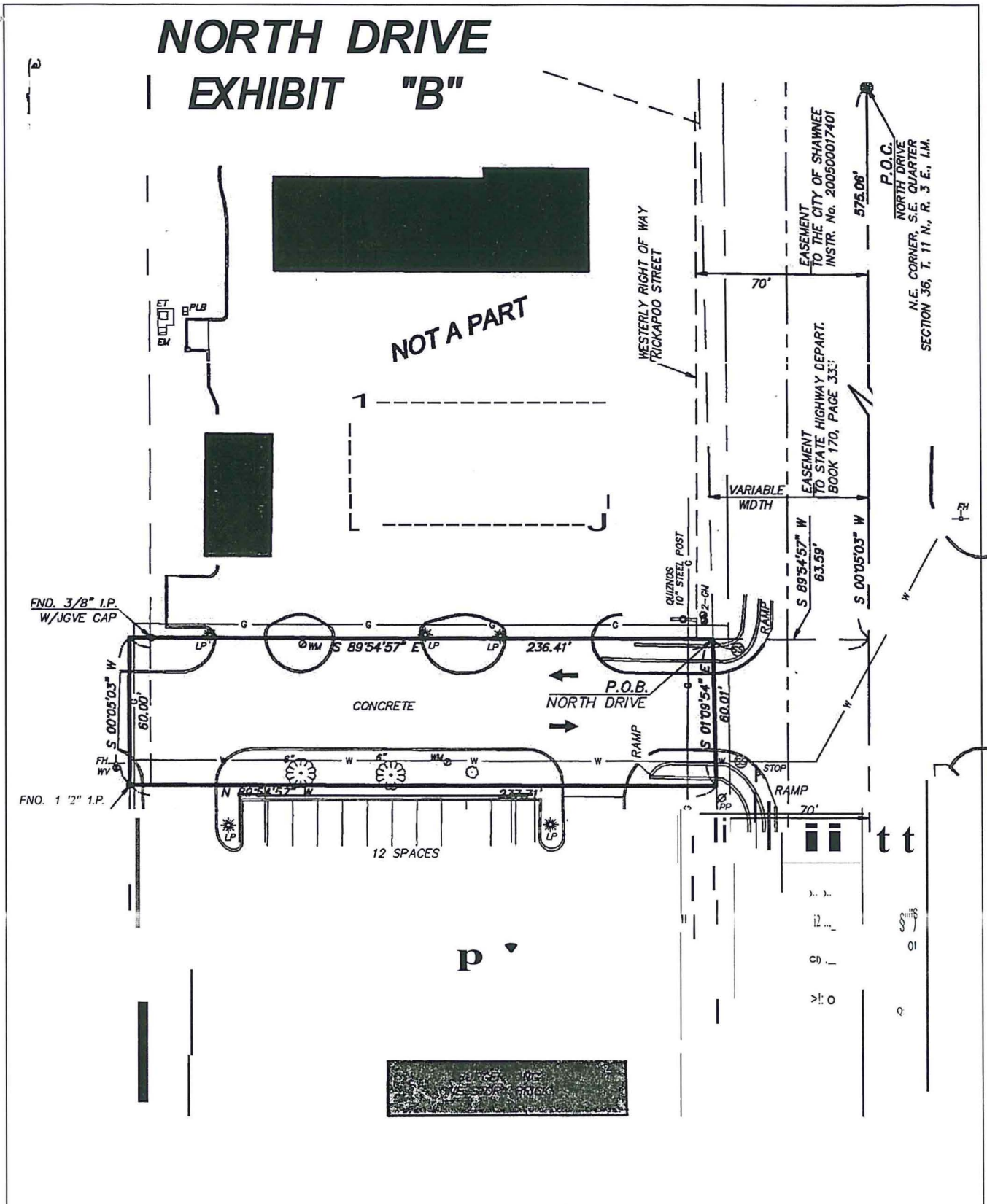
[Signature]
Notary Public

Commission Expires: 5-31-15



Exhibit "A"
Surveyor's Plat

NORTH DRIVE
EXHIBIT "B"



IN FEET }
 1 inch = 50 ft.

SMITH ROBERTS BALDISCHWILER, LLC
 100 NE 5th STREET - OKLAHOMA CITY, OKLAHOMA 73104
 TELEPHONE (405) 840-7094

Regular Board of Commissioners

10.

Meeting Date: 03/03/2014

Ordinance Non-Accessory Signs

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discuss, consider and possible action on an ordinance repealing Section 3-216 (non-accessory signs) of the Shawnee Municipal Code.

Attachments

Memo Non Accessory Sign

Ordinance Non Accessory Sign



City of Shawnee
16 W. 9th Street
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

MEMORANDUM

AGENDA: March 3, 2014
TO: Mayor and City Commissioners
FROM: Justin Erickson, Planning Director
RE: **Non-Accessory Signs – Options for Consideration**

Nature of the Request

At the request of the City Commission, after discussion on February 18, 2014, there are two options presented to the City Commission for consideration:

1. The elimination of allowances for non-accessory signs from City Code.
2. The establishment of a moratorium on non-accessory signs to allow for further refinement of code provisions.

Staff Analysis, Considerations

The history of non-accessory (billboard) sign provisions in Shawnee is marked by a prohibition (moratorium) on such signs that existed from August 2001 until April 2012. On April 16, 2012, Ordinance #2477 was approved by the City Commission. It allows non-accessory signs subject to various restrictions. As of February 26, 2014, four (4) non-accessory sign permits have been approved and three (3) signs have been installed.

Recommendation

Staff recommends *approval* of Option #1 above. If approved, the second agenda item is moot. In the future, should the City want to explore allowances for non-accessory signs again, such standards can easily be added. In addition, the Planning Commission will be reviewing the City's entire sign code in mid-to-late 2014 and such review can also take place during that endeavor.

Budget Considerations

Not applicable. City sign fees are nominal and loss of permit fees is estimated to be less than \$100 annually.

ORDINANCE NO. _____

AN ORDINANCE RELATING TO NON-ACCESSORY SIGNS, ELIMINATING SECTION 3-216 OF THE SHAWNEE MUNICIPAL CODE, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH, PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY

WHEREAS, the Shawnee City Commission approved Ordinance #2477NS on April 16, 2012 which established new standards for non-accessory signs; and

WHEREAS, the Shawnee City Commission now finds that further modification of the City's sign ordinance to eliminate allowances for new non-accessory signs, promotes the public good and protects public health, safety and welfare.

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

SECTION 1: AMENDATORY. Section 3-216 of Article III, Chapter 3 of the Shawnee Municipal Code is hereby deleted in its entirety. Said section shall hereby be "reserved" for potential future use.

SECTION 2: REPEALER. Ordinance #2477NS is hereby repealed along with all other ordinances or parts of ordinances in direct conflict herewith.

SECTION 3: SEVERABILITY. The provisions of this Ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 4: EMERGENCY. That for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately approved this ____ day of March, 2014:

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF MARCH, 2014.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

11.

Meeting Date: 03/03/2014

Moratorium on non-accessory signs

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discuss, consider and possible action on establishing a moratorium on non-accessory sign regulations.
(Not needed if Section 3-216 of the municipal code is repealed)

Regular Board of Commissioners

12.

Meeting Date: 03/03/2014

Ordinance General Provisions

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discuss, consider and possible action on an ordinance repealing and amending portions of Chapter 1, General Provisions of the Shawnee Municipal Code.

Attachments

Memo Chapter 1

Ordinance Chapter 1

MEMORANDUM

TO: Mayor and City Commissioners

FROM: Mary Ann Karns, City Attorney

RE: Amendments to Chapter 1, General Provisions

DATE: February 28, 2014

On your agenda there is an ordinance amending Chapter 1, General Provisions of the City Code.

The amendments are primarily housekeeping. We are adding some new definitions, allowing for the use of schedules for bonds, fees, fines and insurance, adjusting for new numbers to the code and forbidding tampering with the code.

Staff recommends approval.

ORDINANCE NO. _____

An Ordinance repealing and amending portions of Chapter 1, “General Provisions,” of the Shawnee Municipal Code, Adding Definitions, Setting Penalties, Providing for Schedules, Prohibiting Alteration of the Code, Providing for Repealer, Providing for Severability, Providing for Codification, and Declaring an Emergency

WHEREAS, it is necessary to amend the Code of Ordinances of the City of Shawnee from time to time as required by law; and

WHEREAS, certain provisions of Chapter 1, “General Provisions,” require amendment for the purpose of updating language and providing for proper organization of the Code;
And

WHEREAS, the Mayor and City Commissioners of the City of Shawnee find that such changes should be made;

NOW, THEREFORE, IT IS ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE THAT CHAPTER 1 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1. Section 1-2, Definitions and rules of construction, is amended by the addition of the following:

Bond Schedule means a schedule compiled at the direction of, adopted by, and reviewable and amendable by the city commission, enumerating the amounts of bonds required by the city.

Delegation of authority. Whenever any authority, duty or other activity is charged to a city officer or employee, it may be done as well by such person’s duly appointed agent, so long as not prohibited by ordinance or the laws or constitution of the state, and so long as such officer or employee retains supervision over the discharge of the duly delegated authority, duty or activity.

Fee Schedule means a schedule compiled at the direction of, adopted by, and reviewable and amendable by the city commission, enumerating fees and similar charges imposed by the city for various city licenses, permits and services.

Fine Schedule means a schedule compiled at the direction of, adopted by, and reviewable and amendable by the city commission, enumerating specific fines for specific code violations.

Insurance Schedule means a schedule compiled at the direction of, adopted by, and reviewable and amendable by the city commission, enumerating the amounts of insurance required by the city.

Ordinance means a formal legislative act of the city council that has the force and effect of a continuing regulation and a permanent rule of conduct or government for the city.

O. S. means the Oklahoma Statutes, and such term or any other reference to the statutes of the state means such statutes as now or hereafter amended, supplemented or recodified.

Resolution. The word “resolution” means a special or temporary act of the city council that is declaratory of the will or opinion of the city in a given matter and is in the

nature of a ministerial or administrative act. A resolution is not a law and does not prescribe a permanent rule of conduct or government.

Shall, will and may: The terms “shall” and “will” are mandatory; the term “may” is permissive.

Section 2. Section 1-10, General Penalty, shall be amended to read as follows:

- (a) Whenever (do that language as is)
 - (1) Class A offenses: All alcohol and drug related offenses.
 - (2) Class B offenses: Violations of ordinances regulating pretreatment of wastewater and storm water discharge.
 - (3) Class C offenses: All other violations

- (b) The specific penalty for Class A, B, and C offenses shall be set by resolution of the City Commission, provided that such fines are within the minimum and maximum penalty ranged provided in this section and by state law. Such specific fines may be collected in a city fine schedule, reviewable annually by the city commission, copies of which are available in the offices of the city clerk and the municipal court clerk.

Section 3: The Codifier shall transfer Sections (b), (c), and (d) of Section 1-10 to the Chapter relating to the Court.

Section 4. A new section, “Effect of section renumbering on city signs and forms,” is hereby created:

Sections of this Code may be renumbered from time to time by amendments. Former section numbers appearing on city signs or included in various forms used by the city shall be deemed to refer to those sections as amended and renumbered from time to time.

Section 5. A new section, “Altering code” is hereby created:

It is unlawful for any person to change or amend by additions or deletions any part or portion of this code, or to insert or delete pages or portions thereof, or to make electronic changes, or to alter or tamper with this code in any manner whatsoever which will cause the law of the city to be misrepresented thereby.

Section 6. Unless otherwise required by state law, wherever the code refers to bonds, fees, fines or insurance, any specific amount set therein will be superseded by the bond, fee, fine and insurance schedules.

Section 7: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 8: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 9: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 10: EMERGENCY. Because it is necessary for the protection of the public’s health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of March, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Emergency separately approved this ____ day of March, 2014:

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ day of March, 2014.

MARY ANN KARNIS
CITY ATTORNEY

Regular Board of Commissioners

13.

Meeting Date: 03/03/2014

Ordinance Chapter 7 Builds and Regulations

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discuss, consider and possible action on an ordinance repealing and amending portions of Chapter 7, Buildings and Building Regulations, of the Shawnee Municipal Code.

Attachments

Memo Chapter 7

Ordinance Chapter 7

MEMORANDUM

TO: Mayor and City Commissioners

FROM: Mary Ann Karns, City Attorney

RE: Amendments to Chapter 7, “Buildings and Building Regulations”

DATE: February 28, 2014

On your agenda there is an ordinance amending Chapter 7, “Buildings and Building Regulations”.

The amendments will provide a new section concerning conflict in international code; setting regulations as to licesure, payment of fees, permitting and certificates of registration for contractors. Will also provide for the amounts of fees, fines, bonds and insurance to be set by resolution by the Commission. We are adding some new definitions, allowing for repealer, codification, severability and emergency.

Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING PORTIONS OF CHAPTER 7 OF THE SHAWNEE MUNICIPAL CODE, "BUILDINGS AND BUILDING REGULATIONS," ADJUSTING FINES, BONDS, INSURANCE AND PENALTIES, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, PROVIDING FOR REPEAL, AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and City Commissioners, in accordance with law, have determined that a review and recodification of the Shawnee Municipal Code of Ordinances should be conducted; and

WHEREAS, the Shawnee Municipal Code needs updates in order to comply with state and federal law and to provide more efficient administration of city departments; and

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

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 7 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1. Article I is hereby amended to add a new section: Wherever there is a conflict between the provisions of this Chapter and any national or international code adopted herein, the specific provisions of this Chapter will prevail.

Section 2. Section 7-126 is hereby amended to read as follows:

- (a) Whosoever desires to enter the electrician business or offers electrical services within the city will be the holder of a proper, valid, unexpired and unrevoked license issued by the state. Such person desiring to enter the electrician business or to offer electrical services within the city, upon showing satisfactory proof that he holds a valid license issued by the state, will have issued to him a certificate of registration by the city clerk, who will collect therefrom fees in the amount provided in the city fee schedule.
- (b) Upon meeting the requirements contained in this section and the payment of fees, as provided in subsection (a) of this section, the applicant will be issued by the city clerk a certificate of registration which will expire on the applicant's date of birth following the date of issue. Every person who holds a certificate of registration as issued by the terms of this Code will renew such certificate of registration each year by making application for renewal preceding the expiration date of such current certificate of registration and upon payment of fees in the amount provided in the city fee schedule.

Section 3. Section 7-160(a) is hereby amended to read as follows:

- (a) In order to secure a permit for the installation of electric wiring, any licensed electrical contractor, before beginning any electrical work, will make application to the electrical inspector accompanied by the applicable permit and inspection fees in the amount provided in the city fee schedule .

Section 4. Section 7-397 is hereby amended to read as follows:

Any person who desires to enter the plumbing business or offer plumbing services within the city will be the holder of a proper, valid, unexpired and unrevoked license issued by the state and, upon proper showing that such person is competent to enter the plumbing business, will have issued to him a certificate of registration by the city clerk who will collect fees in the amounts provided in the city fee schedule.

Section 5. Section 7-712 is hereby amended to read as follows:

A permit required by this division will be obtained upon written application accompanied by a permit fee in the amount provided in the city fee schedule. The application will state the following:

- (1) The character of the thing or object to be moved and transported along or through and upon the streets, avenues or alleys;
- (2) The proposed route of such transportation; and
- (3) The place where the equipment used in effecting such moving and transportation will be placed and secured.

Section 6. Article XI, “Fair Housing” is amended to change the word “handicap” to the word “disability” and the words “service dog” to “service animal.”

Section 7: This Chapter is amended to provide for that the amounts of fees, fines, bonds and insurance are to be set by resolution of the commission and removed from the Chapter.

Section 8: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 9: Codification. This Ordinance will be codified in the Shawnee Municipal Code as the codifier is deems appropriate.

Section 10: Severability. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance will be held invalid, the decision of the court so holding will not affect or impair any of the remaining parts or provisions of this ordinance.

Section 11: Emergency. Because it is necessary for the protection of the public’s health, safety, and welfare, an emergency is declared to exist. This ordinance will be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of _____, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

EMERGENCY SEPARATELY MOVED AND APPROVED this _____ day of _____, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2014.

MARY ANN KARNIS
CITY ATTORNEY

Regular Board of Commissioners

14.

Meeting Date: 03/03/2014

Ordinance Chapter 13 Fire Prevention

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discuss, consider and possible action on an ordinance repealing and amending Chapter 13, Fire Prevention and Protection, of the Shawnee Municipal Code.

Attachments

Memo Chapter 13

Ordinance Chapter 13

MEMORANDUM

TO: Mayor and City Commissioners

FROM: Mary Ann Karns, City Attorney

RE: Amendments to Chapter 13, “Fire Prevention and Protection”

DATE: February 28, 2014

On your agenda there is an ordinance amending Chapter 13, “Fire Prevention and Protection”.

The amendments are providing that fees, bonds and insurance be set by Resolution of the Commission; transferring control of the hydrants to the Utility Department; and that procedures for selection of personnel be updated. We are also providing for severability, repeal, codification, and declaring an emergency.

Staff recommends approval.

ORDINANCE NO. ____

AN ORDINANCE REPEALING AND AMENDING CHAPTER 13 OF THE SHAWNEE MUNICIPAL CODE, ENTITLED “FIRE PREVENTION AND PROTECTION,” PROVIDING THAT FEES, BONDS AND INSURANCE SHALL BE SET BY RESOLUTION OF THE COMMISSION; PROVIDING THAT CONTROL OF HYDRANTS SHALL BE TRANSFERRED TO THE UTILITY DEPARTMENT; PROVIDING THAT PROCEDURAL PROCESSES FOR SELECTION OF PERSONNEL BE UPDATED, PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEALER, PROVIDING FOR CODIFICATION AND DECLARING AN EMERGENCY.

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

WHEREAS, the Mayor and City Commission have determined that other amendments must be made for the more efficient and practical operations for the City of Shawnee:

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 13 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1: Wherever in Chapter 13 an amount is set for fines, fees, bonds and insurance, that portion is amended to provide that the amounts are to be set in schedules adopted by resolution of the City Commission.

Section 2: Section 13-67(a), “Membership generally; dues” is hereby amended to read as follows:

- (a) The employment process for the Fire Department shall be the same as for any other department of the City. Requirements for admission to the Oklahoma State Firefighters Pension System shall be applied in addition to other tests and requirements.

Section 3: Section 13-103, “Registration of members,” is repealed in its entirety.

Section 4: Section 3-110, “Fire hydrant use, maintenance, control or obstruction,” subsections (a), (b), (c), and (d) shall be amended to reflect the control of the Utility Department and the Utility Director and the codifier shall move those sections to the appropriate Chapter of the Code.

Section 5: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 6: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 7: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 8: EMERGENCY. Because it is necessary for the protection of the public’s health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of _____, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Emergency separately approved this ____ day of _____, 2014:

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ day of _____,
2014.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

15.

Meeting Date: 03/03/2014

Ordinance Chapter 17 Law Enforcement

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discuss, consider and possible action on an ordinance amending Shawnee Municipal Code, Chapter 17, Law Enforcement.

Attachments

Memo Chapter 17

Ordinance Chapter 17

Memorandum

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Shawnee Municipal Code, Chapter 17, Law Enforcement
Date: February 24, 2014

On your agenda is the ordinance updating the Law Enforcement Chapter of the Code.

These are housekeeping amendments. The offenses involving impersonating an officer are being moved to the offenses section of the Code.

Disposal of unclaimed personal property is being updated to comply with state law.

There are no other changes to this Chapter.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SHAWNEE MUNICIPAL CODE, CHAPTER 17, "LAW ENFORCEMENT," DEALING WITH DISPOSAL OF PROPERTY, MOVING A PROVISION TO "OFFENSES," PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and City Commissioners, in accordance with law, have determined that a review and recodification of the Shawnee Municipal Code of Ordinances should be conducted; and

WHEREAS, the Shawnee Municipal Code needs updates in order to comply with state and federal law and to provide more efficient administration of city departments; and

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

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 17 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1: The Codifier shall move Article I to the Chapter dealing with Offenses.

Section 2: Section 17-33, "Disposal of unclaimed personal property," is amended to read as follows:

"The chief of police is authorized to dispose of personal property, money or legal tender that has come into the possession of the chief of police in any manner, if the owner of the personal property or money or legal tender is unknown or has not claimed the property, the property, money or legal tender has been in the custody of the chief of police for at least 90 days, and the property, money or legal tender or any part thereof is no longer needed to be held as evidence or for any other purpose in connection with any litigation. Disposal of property, money or legal tender under this section must be in accordance with the provisions of 11 O.S. Sec. 34-104"

Section 3: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 4: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 5: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 6: EMERGENCY. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of March, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Emergency separately approved this ____ day of March, 2014:

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ day of March, 2014.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

16.

Meeting Date: 03/03/2014

Ordinance Election

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an ordinance calling for a general and runoff election for Ward 1, Ward 5 and Ward 6.

Attachments

Election Ordinance

ORDINANCE NO. _____

AN ORDINANCE CALLING AND PROVIDING FOR THE HOLDING OF NONPARTISAN GENERAL AND GENERAL RUNOFF ELECTIONS IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF NOMINATING AND ELECTING CANDIDATES FOR THE OFFICE OF MAYOR, AND THE OFFICES OF CITY COMMISSIONER OF THE FIRST WARD, CITY COMMISSIONER OF THE FIFTH WARD AND CITY COMMISSIONER OF THE SIXTH WARD; ESTABLISHING A FILING PERIOD AND QUALIFICATIONS FOR SUCH OFFICES; DESIGNATING THE MANNER OF ELECTING THE VARIOUS CITY OFFICES NAMED HEREIN; PROVIDING FOR SAID ELECTIONS TO BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; PROVIDING FOR VOTING BY ABSENTEE BALLOT; AND DECLARING AN EMERGENCY.

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

SECTION 1. By virtue of the provisions of the City Charter of the City of Shawnee, Oklahoma, nonpartisan general and general runoff elections are hereby authorized and called to be held in the City of Shawnee, Oklahoma. The general election shall be held on the 24th day of June, 2014, the same being the fourth Tuesday in June, for the purpose of submitting to the registered, qualified voters of the City of Shawnee, the names of all persons who have properly filed or been filed as candidates in the general election for the office of Mayor, and the offices of Commissioner of the First Ward, Commissioner of the Fifth Ward, and Commissioner of the Sixth Ward. The general runoff election shall be held on the 26th day of August, 2014, the same being the fourth Tuesday in August, for the purpose of submitting to the registered, qualified voters of the City of Shawnee the names of the nominees for the office of Mayor, and the offices of Commissioner of the First Ward, Commissioner of the Fifth Ward, and Commissioner of the Sixth Ward. Provided, that except as otherwise in the City Charter specifically provided, the election laws of the state of Oklahoma applicable to municipal elections are adopted and put into effect hereby and the results of the elections shall be canvassed, published and declared as provided by law.

SECTION 2: The filing period for the elections authorized herein shall be during normal business hours on the 9th, 10th and 11th days of April, 2014. Any qualified elector may become a candidate for the offices named herein by filing with the Secretary of the Pottawatomie County Election Board, during the filing period, a written declaration of candidacy as provided in the Charter of the City of Shawnee, provided that any qualified elector can be a candidate for only one (1) office. Any qualified elector so filing for Commissioner or Mayor may withdraw from the election by filing written notice with the Secretary of the County Election Board no later than 5:00 o'clock p.m. on April 15, 2014. Provided, that no person shall be qualified to become a candidate for any office herein unless such person shall have attained the age of twenty-five (25) years and shall have been, for at least six (6) months prior to filing a declaration of candidacy, a qualified elector as provided by the Charter of the City of Shawnee and the laws of the State of Oklahoma and a resident within the ward for which such person files for office, or, in the case of the office of Mayor, a resident within the City of Shawnee. All declarations of candidacy, petitions and election ballots shall be nonpartisan in form and shall have no party designation of any kind and no sign, mark, symbol or device of a partisan character.

SECTION 3. If on the date of closing of filing for candidacy for any office herein, only one (1) candidate has filed for any particular office or offices, said candidate or candidates shall be chosen to their respective offices and no election shall be held. Provided further, that if on the date of closing of filing for the offices herein, only two (2) candidates have filed for any office, said candidates shall be placed on the ballot at the general election and no general runoff election shall be held. Provided further, that if on the date of closing of filing for the offices herein, more than two (2) candidates have filed for any office, their names shall be placed on the ballot at the general election. If at the general election provided for herein no candidate receives a majority of the votes cast, the two (2) candidates receiving the largest number of votes shall be nominated, and their names shall be placed on the ballot and they shall be voted upon at the ensuing general runoff city election, and the person receiving the largest number of votes shall be elected. Provided further, that if in the general election one (1) candidate receives a majority of all votes cast for that office, said candidate is ipso facto elected thereto and shall be issued a certificate of election. Said candidate's name shall not appear upon the general runoff election ballot. Provided further, that the candidate for each office receiving the highest number of votes in the general runoff election shall be elected and shall be issued a

certificate of election. In the event of a tie vote in any election provided for herein, the successful candidate shall be determined by the flip of a coin. If one (1) of the two (2) candidates nominated for an office dies or removes from the city or from his ward, the remaining candidate is elected ipso facto and shall be issued a certificate of election and his name shall not appear upon the general runoff election ballot.

SECTION 4. The County Election Board shall prepare all ballots and conduct the elections provided for herein in the manner set forth in, and in accordance with, the Charter of the City of Shawnee and the laws of the State of Oklahoma. The names of the candidates for the offices provided herein shall be submitted to the registered, qualified electors of the City of Shawnee and each office shall be voted on at large. The precinct boundary lines for the purpose of holding said elections shall be those as designated by the County Election Board of Pottawatomie County, Oklahoma, as changed by city ordinance and shall include all the area within the city limits of the City of Shawnee, and where there shall be a conflict between the area designated by the Election Board and said ordinances, the area as designated by ordinance shall prevail. The polls of said elections shall be opened at seven o'clock a.m., and shall remain open continuously until and be closed at seven o'clock p.m. on the designated day.

SECTION 5. Registered, qualified electors may vote in said elections by absentee ballot. Absentee ballots shall be obtained from the Secretary of the County Election Board and shall be requested, cast, and returned in the manner prescribed by the general election laws of the state of Oklahoma relating to voting by absentee ballot.

SECTION 6. By reason of the provisions of law requiring the holding of a general election on the statewide primary election date of each even numbered year, and by reason of the requirements of law providing for the publication of an ordinance calling and authorizing the holding of municipal elections, an emergency is hereby declared to exist, by reason whereof this ordinance shall become effective and be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED THIS DAY OF MARCH, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

17.

Meeting Date: 03/03/2014

Anglin PR campaign

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on a contract with Anglin PR to kick off a public education campaign that educates our citizens how sales tax is used to provide necessary city services.

Attachments

Memo

Agreement Anglin PR

Mayor
WES MAINORD



The City of Shawnee
Office of the City Manager

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 878-1601 Fax (405) 878-1571
www.ShawneeOK.org

Commissioners

PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

Date: March 3, 2014

To: Mayor and City Commissioners

From: Brian McDougal, City Manager
Mary Ann Karnes, City Attorney

RE: Sales Tax Public Education Campaign

Nature of the request:

Since the economic downturn of 2009 it has been clear that the City of Shawnee has a need to educate our citizens and retailers regarding Sales Tax and how important it is to the continued viability of providing the services our citizens expect and at increased service levels every day. Shawnee currently levies no property tax and our General Fund revenues have only modestly grown and are 77% funded by sales tax. With the initiatives that we have undertaken and will further consider in the future in Sales Tax collection, we need to educate the retailers and citizens to this critical need. The success of local government programs and initiatives depends on citizens who are informed and involved.

Staff Analysis/Considerations:

Some time ago Staff began this discussion with Commissioners explaining the need for this. It is clear however, with the initiatives that we are undertaking such as sending out a letter to the tribes requesting they remit sales tax that our retailers and citizens are unaware of the method of which their City government is funded in the State of Oklahoma. Our State limits Oklahoma municipalities to three revenue streams. 1) Sales Tax. Any increase in Sales Tax must be approved by the voters; 2) Property Tax: The City currently levies no property tax, however, if it did it would also need a majority approval of the voters; 3) Court ruling. Here the City Commission could, at their discretion require the taxpayer to fund a judgment by the court (we currently have none of this on the property tax roles).

Over the past 5 years our general fund revenues have only grown modestly (less than 3% per year in the past 5 years). This concerns the management as the cost of doing business has increased substantially in recent years. Unless we see our revenues become more robust, we may have to cut services or dip into fund balance reserves in the coming years.

Until mid 2011, the State of Oklahoma limited our involvement in sales tax collection. With this change along with the economic downturn, many cities such as Bartlesville, Oklahoma City and Muscogee have taken steps to amend local ordinances to begin to better collect sales tax and growth their General Fund dollars. We too have begun that process by beginning to verify the OTC records with our retail businesses.

Recommendation:

Staff has researched the firms that would be able to assist with this initiative. Anglin PR in Oklahoma City is the staff recommendation due to the following:

- 1) Claudia Deakins, Account Executive with the firm has 10 years experience in city government with the City of Edmond as their Public Information Officer;
- 2) The price of an initial investment in our public education initiative(see attached proposal) was approximately \$45,000. They have some great ideas that will be as cost effective as possible while providing the information our retail businesses need as well as educate our residents as to how sales tax is used to provide City services.

The staff recommendation is to retain Anglin PR for the initial scope of services in the amount of \$45,000. If there is a need to expand our sales tax public education initiative Staff will report to the Commission at that time.

Budget Consideration:

The cost of the initial contract scope of work will be approximately \$45,000. The encumbrance for this will be from contractual services out of the City Managers budget. There will be a budget amendment for this on the consent agenda. The additional money need to handle this will be coming from the increase of sales tax. Year to date the general fund sales tax is up \$328,000.

PUBLIC RELATIONS AGREEMENT

This Public Relations Agreement (the "Agreement") is entered into effective _____, 2014 by and between Anglin Public Relations, Inc., an Oklahoma corporation (hereinafter referred to as "ANGLIN PUBLIC RELATIONS") and The City of Shawnee, an municipal government (hereinafter referred to as "the City").

RECITALS

A. ANGLIN PUBLIC RELATIONS is engaged in the business of providing public relations, marketing and communication management services; and

B. The City has requested for ANGLIN PUBLIC RELATIONS to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, ANGLIN PUBLIC RELATIONS and the City agree as follows:

I. SERVICE

1.1 Pursuant to the terms and conditions set forth herein, ANGLIN PUBLIC RELATIONS agrees to provide the City public relations, marketing and consulting services as set forth in EXHIBIT "A" – "the City of Shawnee Public Relations Scope", a copy of which is attached hereto and incorporated herein by reference.

II. STATEMENT OF DUTIES

2.1 ANGLIN PUBLIC RELATIONS shall serve as a consultant and shall advise, plan and implement public relations and consulting services on behalf of the City. Such services may include but not be limited to, consultation on messages and communications, organizing print and electronic communication tools, media relations, and writing/editing services.

2.2 ANGLIN PUBLIC RELATIONS agrees to get approval from the City prior to work on any projects or issuance of information/communication on behalf of the City. "Approval" by the City shall be deemed to be given upon receipt by ANGLIN PUBLIC RELATIONS of written, faxed, texted or e-mailed communication, instructions and/or requests.

2.3 ANGLIN PUBLIC RELATIONS recognizes its work product is "work for hire" and shall become the property of the City upon payment in full to ANGLIN PUBLIC RELATIONS for such work product. If the City fails to fully pay for the work performed by ANGLIN PUBLIC RELATIONS, such work shall be the property of ANGLIN PUBLIC RELATIONS.

2.4 The City agrees to provide ANGLIN PUBLIC RELATIONS with the necessary tools and information to effectively execute public relations services, including but not limited to reasonable, timely communication, access to information needed to complete projects, careful review of work product and timely turnaround on items needing the City's approval to move a project forward.

2.5 ANGLIN PUBLIC RELATIONS will conduct work to accomplish the action steps set forth in EXHIBIT "A."

III. TERM

3.1 The term of this Agreement shall be for a period of 12 months (the "Initial Term"), commencing on the date of this Agreement, subject, however, to any prior termination as provided in Section VI. After the Initial Term, this Agreement shall automatically renew for successive 12 month periods (the "Renewal Term") unless terminated as provided in Section VI.

IV. COMPENSATION

4.1 The City shall provide ANGLIN PUBLIC RELATIONS with compensation based on the budget and terms set forth in EXHIBIT "A."

4.2 Any service outside the scope of services described in "EXHIBIT "A" or otherwise described in this Agreement will be billed at \$150 an hour.

4.3 Time estimates of the action items set forth in "EXHIBIT "A" are good faith estimates of ANGLIN PUBLIC RELATIONS. In the event additional time is required to complete an action item, ANGLIN PUBLIC RELATIONS will notify the City of the estimated additional time required to complete the action item. Upon the receipt of such notice, the City shall provide ANGLIN PUBLIC RELATIONS with written confirmation (which may be given by fax, text or e-mail) authorizing ANGLIN PUBLIC RELATIONS to complete the action item within the additional estimated time. For each action item set forth in EXHIBIT "A", ANGLIN PUBLIC RELATIONS shall not work any hours in excess of the initial time estimates without the prior written authorization of the City. Additional hours incurred by ANGLIN PUBLIC RELATIONS to complete an action item beyond the initial time estimates will be billed at \$150 an hour for services.

4.4 The City shall reimburse ANGLIN PUBLIC RELATIONS for all expenses including, but not limited to photocopy, printing, graphic artist and/or design fees, reproduction, mailing, long distance telephone and facsimile, mileage (calculated using the then in effect IRS automobile mileage rates), and travel expenses reasonably incurred in the performance of its duties under this Agreement (the "Expenses"). Notwithstanding the foregoing, all individual Expenses over \$250 must be pre-approved by the City in writing (which may be given by memo, fax or e-mail) before ANGLIN PUBLIC RELATIONS incurs such expense, otherwise the City shall not be responsible for reimbursing ANGLIN PUBLIC RELATIONS or any third party for such expense.

4.5 ANGLIN PUBLIC RELATIONS will issue an invoice to the City to account for hourly fees and expenses. Payment is due to ANGLIN PUBLIC RELATIONS within 30 days from the date of the invoice, unless prior arrangements are agreed upon by both parties in writing.

V. CONFIDENTIALITY

5.1 ANGLIN PUBLIC RELATIONS acknowledges that during the term of this agreement, ANGLIN PUBLIC RELATIONS may have access to confidential and proprietary business information, which constitutes valuable and unique property of the City. ANGLIN PUBLIC RELATIONS further acknowledges that disclosure of such confidential and proprietary information may have the potential of causing substantial and irreparable harm, loss of goodwill and injury to the City.

5.2 ANGLIN PUBLIC RELATIONS agrees that during the term of this Agreement and for a period of two (2) years following termination hereof, ANGLIN PUBLIC RELATIONS shall not disclose any information that is provided by the City and is marked or labeled or otherwise indicated as “proprietary information” or “confidential information” (collectively “Confidential Information”) to any person, firm, corporation, association or other entity except as authorized in writing by the City.

5.3 ANGLIN PUBLIC RELATIONS shall not make use of any Confidential Information: (i) for the benefit of any person, firm, corporation, association or other entity, or (ii) to the detriment of the City.

5.4 Except as required by open records, the City will not disclose ANGLIN PUBLIC RELATIONS’ bids/proposals or details of those bids/proposals or other documents labeled proprietary or confidential with anyone not in a decision-making capacity for the City. In addition, the City agrees to keep the terms of this Agreement confidential.

5.5 Upon written request, ANGLIN PUBLIC RELATIONS shall deliver to the City any and all Confidential Information, all copies thereof and all tangible manifestations thereof in its possession as soon as practicable after the termination of this Agreement.

5.6 The covenants and agreements of this Section V shall survive the termination of this Agreement.

VI. TERMINATION OF AGREEMENT

The following termination provisions shall apply to the Initial Term and any Renewal Term.

6.1 This Agreement may be terminated at any time, by ANGLIN PUBLIC RELATIONS or the City, without cause, upon thirty (30) days prior written notice to the other party. Previously agreed upon projects and work will continue during that 30-day period and will be reimbursable at the rate outlined in “Exhibit A.”

6.2 This Agreement may be terminated by the mutual written consent of the parties hereto.

6.3 Either party may terminate this Agreement immediately by written notice to the other party if:

(a) A party materially breaches any of the terms and conditions of this Agreement and does not cure such breach within 15 days after receiving from the other party a written notice with a description of the breach and a demand for its cure; or

(b) A party materially breaches any of the terms and conditions of this Agreement and the other party has previously given at least two (2) written notices, each with a description of the breach and a demand for its cure.

VII. MISCELLANEOUS

7.1 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes any and all prior agreements and understandings between the parties with respect to such subject matter.

7.2 **Amendment.** No modification or amendment of this Agreement shall be valid unless set forth in writing and signed by ANGLIN PUBLIC RELATIONS and the City.

7.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7.4 **Benefit/Assignment.** This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns heirs, estates, and legal representatives. Notwithstanding the foregoing, this Agreement is not assignable by either party without the other party's written consent.

7.5 **Notice.** Except as otherwise permitted herein, any notices or other communication required or permitted to be given pursuant to this Agreement must be in writing and shall be sent to the address set forth on the signature page hereto (or such other address as the party might hereafter designate for itself by notice to the other party as required hereby). Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage pre-paid; by hand delivery; by overnight courier service; or by facsimile, with an original by regular mail. Any such notice or communication shall be effective on (a) the date of receipt if delivered personally; (b) 2 days after posting if transmitted by registered or certified mail, return receipt requested; (c) the first business day after the date of deposit, if transmitted by overnight courier service; or (d) if sent by facsimile, upon receipt by the sender of a clear transmission report, whichever shall first occur.

7.6 **Severability.** If any provision of this Agreement shall be found to be invalid or unenforceable in any manner, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not in any way be impaired.

7.7 **Waiver.** A provision of this Agreement may be waived only by written instrument executed by the party waiving compliance. No waiver of any provision of this

Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

7.8 **Headings.** The headings in this Agreement are intended solely for convenience of reference and will be given no effect on the construction or interpretation of this Agreement.

7.9 **Attorney Fees.** If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in the preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

In the unlikely event that an invoice remains unpaid for more than 90 days after its issuance, we reserve the right to collect our reasonable attorneys' fees should collection efforts be necessary.

7.10 **Governing Law.** This Agreement will be construed, enforced in accordance with, and governed by the laws of the State of Oklahoma, without regard to conflict of law principles thereof.

7.11 **Mediation.** In the event a dispute shall arise between the parties, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a USA&M-office to be designated by USA&M National Headquarters.

7.12 **Jurisdiction and Venue.** ANGLIN PUBLIC RELATIONS and the City irrevocably consent and agree that jurisdiction and venue for any dispute or controversy arising between them or any person or entity in privity therewith, out of the transactions effected and relationships created pursuant to this Agreement, including any dispute or controversy regarding the formation, terms, or construction of this Agreement, regardless of kind or character shall lie in the Pottawatomie County District Court of Oklahoma or, in the case of exclusive federal jurisdiction, the United States District Court for the Western District of Oklahoma.

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

“_____”:
_____ **“ANGLIN PUBLIC RELATIONS”:**

Anglin Public Relations, Inc.
d/b/a ANGLIN PUBLIC RELATIONS

By: _____ By: _____

Name: _____ Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

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EXHIBIT "A"

ATTACHED PUBLIC RELATIONS SCOPE



**Proposal for City of Shawnee
February 24, 2014**

Overview

The City of Shawnee seeks to educate and inform citizens about their local government operations, and how critical sales tax is for vital City services.

Shawnee is a city in Pottawatomie County, Oklahoma. The city covers a total of 44.7 square miles and has a population of 30,481 with 12,070 households. Shawnee is within driving and shopping distance of Midwest City and Oklahoma City.

The City of Shawnee wants to better inform citizens about how their City's services are funded and why it is so important for citizens to shop where the sales tax is returned back to the City of Shawnee. Citizens are stakeholders who have a right and responsibility to be informed about their government. Informed citizens are more involved and more invested in the success of their local government.

For fiscal year 2013, sales tax made up 77% of the City's general fund revenues. However, many citizens in Shawnee don't know that the City receives no revenue from property taxes or that some businesses in Shawnee do not remit sales tax collections to the City of Shawnee. Additionally, they don't realize how reliant the city is on sales tax collections for vital services such as police and fire operations, and maintenance of parks and streets. In fiscal year 2013, public safety (police and fire) operations represented 61.5% of general fund expenditures.

The success of local government programs and initiatives depends on citizens who are informed and involved.

The sales tax rate is 8.5% and of that, 3% is remitted from the Oklahoma Tax Commission to the City of Shawnee.

The Chamber of Commerce has a "Shop Shawnee" campaign to support local businesses but does not address the importance of sales tax to City operations. The City of Shawnee makes budget information available to its citizens but has not focused a specific effort to inform citizens of how critical sales tax is, or the fact that the City receives no revenue from property taxes.

Proposal

Develop Key Messages

The success of the Public Education campaign begins with staff and elected officials communicating the same key messages about how vital city services are funded.

Unless specifically discussed, each person in the city organization answers in a slightly different way how city services are funded. That's natural. But without key messages serving as a foundation, the combination of varied messages "muddies" the picture and makes it difficult for the citizens to understand how these services are funded, what sources of revenue are used, and to understand how their shopping choices can directly impact the city's budget.

Anglin Public Relations would identify and develop messages to show how critical sales tax is to the overall health of the city and specifically to vital city services, such as police and fire. We'll develop the strongest messages that:

- Clearly communicate the critical role of sales tax in providing these services
- Educate the city staff so they understand and can explain the key messages
- Call the citizens to action (shopping where sales tax is returned to the city) in a compelling way

We would provide these key messages and talking points for use by staff, elected officials and community leaders and offer suggestions on how to use them consistently to strengthen all communication about the City of Shawnee's dependence on sale tax. This includes a one-hour presentation/training at one staff meeting and one-hour with elected officials and a "one sheet" of key messages for all staff members and elected officials. Key messages can be used in other communications as well; for example, on the website, in utility bills, etc.

Budget

Develop key messages (one page fact sheets/talking points) \$1,500

One hour of training with city staff \$ 800

Two thirty minutes training with up to three of the seven elected officials \$ 800

* Meetings are planned to be back-to-back for economies of scale.

Total \$3,100

News Coverage/Media Relations

Media relations allows you to reach a broad audience and broader base of citizens. Anglin PR recommends identifying news opportunities and acting on those news opportunities as a way to educate the public about city government operations, to shed light on the fact that sales tax revenue is critical to the health of the City, and that most citizens don't know that the City receives no revenue from property tax.

- 1. News Releases** – Anglin PR would identify existing opportunities (i.e. budget hearings) for news coverage and would monitor state and national media for opportunities to provide a local perspective on a news story. We would write a news release, develop a media list, send to media, follow-up with reporters to gauge interest and offer interviews and coordinate interviews. The budget would range depending on the complexity of the news story, number of interviews being coordinated, distribution of the story, etc. Price can be honed upon further consultation and discussion about specific opportunity.
- 2. Opinion editorials.** Beyond news stories, there may be opportunities for the City of Shawnee’s elected leaders or key business leaders to comment or provide opinion on the local budget process and the importance of sales tax revenue. Anglin PR can help identify opportunities, potential authors and help draft opinion pieces for local newspapers.

Budget

| | |
|--------------------------|----------------|
| Two News Releases | \$3,000 |
| Two Op/Eds | \$2,000 |
| Total | \$5,000 |

Communication Materials Development

Anglin Public Relations will write, design and print/produce communication pieces that will accurately capture and communicate “the sales tax story” for the City of Shawnee. For example, we would like to produce a small insert that a retailer can add to the shopping bag (or print on the bag itself) when a purchase is made. The insert could have a photo of a fire fighter in gear with a truck and say “Thank you for shopping with this retailer. The sales tax you pay here helps pay for our equipment and response when you have an emergency and need us!”

The goal of the communication materials (printed, video, radio) is to provide your Mayor, elected officials and other organizations with information they can use to easily communicate the message to civic and service clubs, chamber meetings, and other speaking opportunities. The materials can also be used by the police and fire chiefs when they are invited to speak. A very simple graphic or infographic, explaining your budget or where it is used can be provided with a release to the local paper during the budget workshops/hearings. It could also be included in a PowerPoint presentation for use by presenters, and made available on the website.

| | |
|--|--------------------------|
| Radio script* | \$ 400 |
| Video Production* | \$ 3,500 |
| Photography (1/2 day shoot) | \$1,500 – 2,500 |
| Design fees, 1-2 infographics | \$ 200- 1,000 |
| Fact sheet, insert** | \$2,000 –2,800 |
| PowerPoint *** | \$1,200 – 1,500 |
| Email content text only | \$ 200 |
| Newsletter/utility content | \$ 200 |
| Cost of video in movie theaters | \$5,000 |
| Door hangers (11K)**** | \$1,500 –1,700 |
| Projects oversight | \$2,000 |
| TOTAL | \$17,700 – 20,800 |

*One: 60 radio spot script for local radio station (i.e. to play before and during local sports events or other local events of interest to the community); and one 2:00 (two min) video and one :60 (60 second) video for training, speaking opportunities, PSA in local theater, website, social media, and government access TV (play before and after council meetings)

** based on professional design and printing quantity of 2,500 total fact sheets and inserts for retail. Includes up to 2 rounds of design proofs and a final proof. *** Powerpoint would include two designed templates and up to 8 slides with text, graphics, photos and presentation notes. **** Door hangers would be on bright color card stock, printed on both sides in black ink.

Outreach to individuals and groups

Anglin PR would identify and reach out to other groups to help distribute communication materials.

One of the most cost-effective ways to spread the word is to reach out to existing groups and organizations that are interested in, or benefit, from your messages about shopping where sales taxes are returned to the City. Anglin PR would identify up to 5 groups or organizations and contact them about their willingness help with the projects or carry the message. We would also provide them with the messaging support, ala email message, newsletter article, etc. Some examples of appropriate groups might be: the Chamber of Commerce, the local universities, any retail associations like a downtown business association. The universities can use students to conduct “man on the street” interviews to determine responses to the question of how the police and fire departments, parks and street maintenance in the city are funded. Local mid-high or high schools may be willing to share information during Municipal Government Week. Any Anglin PR time to support such outreach efforts by other groups would be estimated and provided to the client before projects begin.

Budget

Contact 5 groups for support **\$1,800**

Direct Mail

Direct mail to homes is an effective way to finely target those who live in a specific geographic area with a message that is customized for them. We suggest the City of Shawnee mail a postcard to all the residents of your city with the message of the importance of sales tax to city services.

Logistics

We recommend hitting these 12,070 households with two separate designs, sized 5.5 x 8.5”, four-color postcards to be mailed to every home one month apart. In total we will distribute approximately 24,000 postcards.

Design

Anglin Public Relations will write, design, print and mail post cards that will accurately communicate the message for the City of Shawnee to help residents better understand how their quality of life is impacted by sales tax dollars – focusing on public safety (police and fire services), road maintenance and maintenance of city parks.

Budget

Project Oversight Fee **\$500**
Writing & design (for 2 postcards 5.5 x 8.5, 4 color designs) **\$1,200**

| | |
|---|--------------------------|
| Printing (24,000 cards total; 2 different lots of 12,000) | \$1,600 to \$1,800 |
| Mailhouse/postage | \$12,000* |
| TOTAL | \$15,300 – 15,500 |

*Assumes that addresses will be provided by City. The labling, mailhouse labor, and postage are included for both mailings, but will be spread over 2 month period.

Social Media Support

Anglin PR would provide messaging support on Facebook.

The City of Shawnee has an active Facebook page with 2991 “likes.” The number of Shawnee residents on Facebook in the 24+ age range is 16,800. The City could establish Anglin PR with administrative rights for about 3 months. From that point, Anglin PR would write and post approximately 12 posts over the 3 months, or write 12 posts that the City of Shawnee would post.

There are other social media options, including Twitter, but we recommend Facebook because you can link to visuals, and it will have higher impact due to the number of Facebook users in Shawnee. You can pay a small fee to increase your exposure on Facebook to users that have not yet liked the City of Shawnee page.

| | |
|---------------|--|
| Budget | \$1,500 \$150/hour for any add'l services |
|---------------|--|

| | |
|---------------------|----------------------------|
| TOTAL BUDGET | \$44,400 – \$46,200 |
|---------------------|----------------------------|

Comment on Budget Estimates

At Anglin Public Relations, our fees are based on time estimates at our hourly fee of \$150 an hour. Fees are approximate, based on the general scope outlined in this proposal. Anglin Public Relations will hone the scope of services upon further consultation with the City of Shawnee.

The information contained in this proposal is confidential and intended only for the authorized, decision-making representative(s) of City of Shawnee. This information cannot be shared with any other party without the knowledge and express consent of Anglin Public Relations, Inc.



720 NW 50th St., Ste. 200A Oklahoma City, OK 73118
Ph : 405.840.4222 Fx: 405.840.4333

Regular Board of Commissioners

18. a.

Meeting Date: 03/03/2014

Police Range Tower Project Open

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

New Shawnee Police Range Tower Project (Open)

Attachments

Notice and Bidder List Police Range

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Monday, March 03, 2014, for:

New Shawnee Police Range Tower Project
10500 N. Kickapoo
Shawnee, Oklahoma

Instructions and bid documents are available for viewing at the Fairview Cemetery Office, located at 1400 N. Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.

Optional pre-bid meetings have been set for January 31st, February 10th, and February 12th at 9:00 am at 10500 N. Kickapoo Shawnee, Oklahoma 74804

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID – New Shawnee Police Range Tower Project
March 03, 2014

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee at **16 W. 9th Street**, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, March 03, 2014.

The City of Shawnee reserves the right to reject any or all bids.

CITY OF SHAWNEE, A Municipal Corporation

By:  _____
Brian E. Mcdougal, City Manager



(SEAL)
ATTEST:

By:  _____

BIDDER'S LIST FOR
POLICE FIRING RANGE TOWER PROJECT

DATE TO BE OPENED: 03-03-2014

Business Name: Diversified Construction of Oklahoma, Inc.

Contact: Chris Bright

Address: 6288 Boucher Drive

Edmond, OK 73034-9257

Telephone: (405) 340-3164

E-Mail: chrisb@divconst.net

Business Name: W.L. McNatt & Company

Contact: Jason Masterson

Address: 217 E. Sheridan

Oklahoma City, OK 73104

Telephone: (405) 232-7245

E-Mail: jason@wlmcnatt.com

Business Name: Eagle Vision Construction

Contact: Mitch Gregory

Address: PO Box 1225

Shawnee, OK 74802

Telephone: (405) 249-8057

E-Mail: mitchwgregory@gmail.com

Business Name: Oklahoma Construction LLC

Contact: Brandon Columbus

Address: 21 Oakridge Drive

Shawnee, OK 74804

Telephone: (405) 275-0019

E-Mail: bc@oklahomaconstruction.net

Business Name: _____

Contact: _____

Address: _____

Telephone: _____

E-Mail: _____

Business Name: _____

Contact: _____

Address: _____

Telephone: _____

E-Mail: _____

Business Name: _____

Contact: _____

Address: _____

Telephone: _____

E-Mail: _____