

AGENDA
BOARD OF CITY COMMISSIONERS
July 18, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the June 20, 2016 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for June 2016
 - Project Payment Report for June 2016
 - Shawnee Urban Renewal Authority Minutes from the April 5, 2016 and May 10, 2016 meetings
 - Planning Commission Minutes from the June 1, 2016 meeting
 - c. Approve Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206.
 - d. Authorize staff to purchase four (4) 2016 Ford Police Interceptor SUV's at the state bid price of \$44,751.93 each.
 - e. Authorize staff to purchase a Chevrolet Tahoe for Emergency Management from State Contract.
 - f. Authorize staff to solicit bids for debris management and debris monitoring services in case of disaster or emergency.
 - g. Authorize staff to purchase a Silverado Crew Cab half ton pickup for Human Resources Safety Officer from State Contract.
 - h. Authorize staff to solicit bids for a remote control slope mower.
 - i. Acknowledge Official Certificate of Votes from the June 28, 2016 election for Ward 1 Commissioner (unexpired term), Ward II Commissioner and Ward III Commissioner.

- j. Approve Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.
 - k. Budget Amendment – Fund 302
To amend budget for street projects that were not completed in FY15-16
 - l. Budget Amendment – 2016 CDBG Entitlement Grant Fund
Allocate remaining 2015-2016 grant funds for CDBG for new fiscal year
2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
 3. Presentation by City Manager to Employee of the Month, Mary Palacios, Municipal Court.
 4. Discussion, consideration and possible action to accept resignation of Ward 2 Commissioner Linda Agee.
 5. Discussion, consideration and possible action to appoint Ronald Gillham to the Ward 2 City Commission seat vacated by Linda Agee.
 6. Swearing in of Ronald Gillham as Ward 2 Commissioner.
 7. Presentation by Michelle Briggs, President/CEO of Avedis Foundation.
 8. Consider an ordinance authorizing the calling and holding of an election for the purpose of submitting to the voters the question of amending the present hotel/motel surcharge to seven and one-half percent (7.5%) or one dollar (\$1.00), whichever is higher.
 9. Consider a resolution calling for the holding of a special election November 8, 2016 for the purpose of adopting Ordinance No. 2583NS amending the present hotel/motel surcharge to seven and one-half percent (7.5%) of gross receipts or one dollar (\$1.00) per rental day, whichever is greater, as defined by ordinance; providing for said election to be conducted by the Pottawatomie County Election Board; providing for voting by absentee ballot and fixing the effective date of the ordinance as the first day of April, 2017.
 10. Consider approval of ballot to be submitted to Election Board.
 11. Discussion, consideration and possible action on a resolution asking the Pottawatomie County Commissioners to place before the voters a ballot title permitting the Sunday sale of alcoholic beverages in restaurants.
 12. Consideration of a Final Plat for Shawnee Park Addition located on the south side of Transportation Drive, east of North Harrison Street. Case No. S14-16. Applicant: Zimmerman Properties Development, LLC (*Deferred by Planning Commission to August 3, 2016 meeting*)

13. Public hearing and consideration of an ordinance to rezone property located on the east side of Harrison Street, north of Transportation Parkway from PUD; Planned Unit Development to C-3; Highway Commercial. Case No. P05-16. Applicant: Wallace Engineering
14. Discussion, consideration and possible action regarding a press release that provides information and status of the current and recent court proceedings between the City of Shawnee and the Citizen Potawatomi Nation and the Oklahoma Tax Commission and the Citizen Potawatomi Nation.
15. Acknowledge Sales Tax Report received July 2016.
16. City Manager Report
17. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
18. Commissioners Comments
19. Discussion, consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
20. Discussion, consideration and possible action to go into Executive Session Consider an Executive Session to discuss potential claims, litigation and transition of legal representation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).
21. Consider an Executive Session to discuss annual evaluations of the City Manager, City Treasurer, and City Judge pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
22. Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
23. Consider matters discussed in Executive Session regarding potential claims, litigation and transition of legal representation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).
24. Consider matters discussed in Executive Session regarding discussion of annual evaluations of City Manager, City Treasurer, and City Judge pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
25. Consideration of contract with Municipal Judge.

26. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1. a.

Meeting Date: 07/18/2016

CC Minutes 06-20-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the June 20, 2016 regular meeting.

Attachments

CC Minutes 06-20-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JUNE 20, 2016 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, June 20, 2016 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer led by Mayor Mainord

FLAG SALUTE

Led by Commissioner Shaw

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the June 6, 2016 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for May 2016
 - Project Payment Report for May 2016
 - Shawnee Civic and Cultural Development Authority Minutes from the February 18, 2016, March 24, 2016 and April 21, 2016 meetings

c. Lake Lease Transfers:

TRANSFERS:

- Lot 3 Coffman Tract, 15403 Perry Rd.
To: Marilyn J. Moore Living Trust/Charles Moore, Trustee and Sue Sigman
From: Charles and Marilyn Moore
- Lot 9 Magnino Tract, 16724 Clearpond Ln
To: Randall Hill
From: Patricia Hill

d. Mayor's Appointments

Shawnee Library Board

Cherity Pennington	2 nd Full Term	Expires 6/30/2019
<i>Reappointment</i>		

Airport Advisory Board

Barry Fogerty	1 st Full Term	Expires 7/1/2019
<i>Reappointment</i>		

Kevin Huddleston	2 nd Full Term	Expires 7/1/2019
<i>Reappointment</i>		

Donald Freeman	1 st Full Term	Expires 7/1/2019
<i>Reappointment</i>		

John Klaser	1 st Full Term	Expires 7/1/2019
<i>Replaces Clifton Barger, Jr. – Resigned after 1st Full Term</i>		

James Smith	1 st Full Term	Expires 7/1/2019
<i>Replaces Harmik Dersahakian – Termed Out</i>		

Zoning Board of Adjustment

Mark Cannon	1 st Full Term	Expires 7/1/2019
<i>Replaces Joe Freeman – Termed Out</i>		

e. Budget Amendment – General Fund 001
To cover overage at yearend housekeeping (Amendment \$238,500)

- f. Budget Amendment – General Fund 001
To cover overage at yearend housekeeping (Amendment \$167,500)
- g. Acknowledge receipt of Pioneer Library System Budget for July 1, 2016 through June 30, 2017.
- h. Approve renewal of the following agreements for FY 2016-2017:
 - 1) Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
 - 2) Contract with Stuart & Clover, PLLC for City Attorney services.

Commissioner Shaw asked that Agenda Items No. 1(d) and 1(h)(2) be pulled for separate consideration.

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to approve the Consent Agenda Item No. 1(a-h), less items 1(d) and 1(h)(2). Motion carried 5-1.

AYE: Shaw, Dykstra, Agee, Harrod, Hall
NAY: Mainord

A motion was made by Commissioner Shaw, seconded by Commissioner Hall, to approve Agenda Item No. 1(d). Motion carried 4-2.

AYE: Hall, Agee, Harrod, Mainord
NAY: Shaw, Dykstra

Commissioner Shaw asked that the renewal of the contract with Stuart & Clover, PLLC for legal services be tabled until a new Mayor and Commission are seated in September. City Attorney Joe Vorndran explained the ramifications of tabling the item and noted that the contract can be cancelled by either party at any time.

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to approve Agenda Item No. 1(h)(2). Motion carried 6-0.

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

AGENDA ITEM NO. 2:

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

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, Kacie Bachhofer, City Clerk Department.

Kacie Bachhofer was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4:

Consideration and possible action to cancel the July 5, 2016 City Commission meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve the cancellation of the July 5, 2016 City Commission meeting. Motion carried 6-0.

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

AGENDA ITEM NO. 5:

Discussion, consideration and possible action to approve an ordinance repealing and amending Article 8 of the Shawnee Municipal Code regarding Pawnbroker dealings.

City Manager Justin Erickson gave a brief background on a recent litigation concerning Ordinance No. 2569NS. Mr. Erickson also stated that staff recommends approval.

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

Ordinance No. 2582NS was introduced.

AN ORDINANCE REPEALING AND AMENDING PORTIONS OF ORDINANCE NO. 2569NS OF THE SHAWNEE MUNICIPAL CODE "PAWNBROKER" DEALING WITH LICENSURE;

PROVIDING FOR A REGISTER; SETTING HOURS OF OPERATION; REQUIRING REPORTING; SETTING OUT REQUIREMENTS FOR ACCEPTANCE OF VARIOUS COMMUNICATIONS DEVICES; SETTING A PENALTY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND DECLARING AN EMERGENCY.

Motion carried 6-0.

AYE: Shaw, Agee, Harrod, Mainord, Hall, Dykstra

NAY: None

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve emergency clause relating to Ordinance No. 2582NS. Motion carried 6-0.

AYE: Hall, Shaw, Dykstra, Agee, Harrod, Mainord

NAY: None

Ordinance No. 2582NS was adopted by the City Commission.

AGENDA ITEM NO. 6: Discussion regarding occupancy surcharged (hotel/motel tax).

City Manager Justin Erickson provided a staff report regarding the occupancy surcharge. Mr. Erickson compared the city's current rate with that of other municipalities in the region. He said that any revenue resulting from a hotel/motel tax increase would be used for tourism related projects. It was noted that the Heart of Oklahoma Exposition Center is the city's largest attraction and has many repair needs.

Commissioner Hall suggested getting more input from local hotel/motel owners as well as other retail businesses before the question is brought to the voters.

Mayor Mainord shared his concerns with the current state of the Heart of Oklahoma Exposition Center and noted that the City of Seminole is in the process of building an Exposition Center of their own.

Commissioner Shaw stated she agreed with Commissioner Hall regarding getting more input from businesses, noting that it is important to look at what kind of impact the proposed increase would have on them.

AGENDA ITEM NO. 7: Consider a resolution of support indicating favorable consideration for a tax credit award to Shawnee Affordable Housing

Partners LP for the following project: twenty-four (24) housing development in a historic downtown building located at 101 East Main Street and the south of the southwest corner of 9th Street and Philadelphia Avenue.

Resolution No. 6516 was introduced.

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

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve a resolution of support indicating favorable consideration for a tax credit award to Shawnee Affordable Housing Partners LP for the following project: twenty-four (24) housing development in a historic downtown building located at 101 East Main Street and the south of the southwest corner of 9th Street and Philadelphia Avenue. Motion carried 6-0.

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

AGENDA ITEM NO. 8: Consider a resolution for a Capital Assets Policy.

Resolution No. 6517 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA, ADOPTING A CITY COMMISSION POLICY RELATING TO CAPITAL ASSETS OF THE CITY OF SHAWNEE, OKLAHOMA

Finance Director Cynthia Arnold gave a staff report explaining the recommendation to increase the threshold of the Capital Asset Policy from \$2,500.00 to \$5,000.00. Ms. Arnold also stated that staff recommends approval.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve a resolution for Capital Assets Policy. Motion carried 6-0.

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

AGENDA ITEM NO. 9:

Consider a resolution to surplus certain City of Shawnee vehicles and donate to the City of McLoud.

Resolution No. 6518 was introduced.

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

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve a resolution to surplus certain City of Shawnee vehicles and donate to the City of McLoud. Motion carried 6-0.

AYE: Harrod, Shaw, Dykstra, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 10:

Acknowledge Sales Tax Report received June 2016.

Finance Director Cynthia Arnold reported that June sales tax collected this month was \$1,437,412.00 which is down \$732.00 from June of 2015.

AGENDA ITEM NO. 11:

Consider Bids:

- a. FY15-16 Rehab Asphalt Streets Project, Contract No. COS-PW-15-05 (Award)

City Engineer John Krywicki announced that two (2) bids were received and after review and consideration it was staff's recommendation to award the bid to Haskell-Lemon Construction Co. of Oklahoma City, Oklahoma in the total amount of \$588,144.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to accept staff's recommendation and award the bid to Haskell-Lemon Construction Co. in the total amount of \$588,144.00. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

b. Sale of Lot 5 and Lot 6, Yaghtree Addition (Award)

City Manager Justin Erickson announced that one (1) bid was received and after review and consideration it was staff's recommendation to award the bid to Darren Marical in the total amount of \$305,000.00. Mr. Erickson stated that funds would be used to pay off the remaining balance of \$144,446.91. The remaining funds, approximately \$190,000.00, would be available for tourism-related activities which would require Commission approval prior to any expenditures.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to accept staff's recommendation and award the bid to Darren Marical in the total amount of \$305,000.00. Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Hall, Shaw, Dykstra

NAY: None

AGENDA ITEM NO. 12:

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. 13:

Commissioners Comments

Commissioner Agee announced that the City of Shawnee won the first place award from Frontier Country regarding their recent event, Redbud City - Night on the Bricks that was sponsored by Shawnee Visitors Inc.

She also encouraged everyone to attend the Fourth of July Veterans Parade.

Commissioner Hall had a question regarding the Kickapoo Street construction signs on Independence Street. City Engineer John Krywicki stated that the signs could not be removed until the final striping was done and the project totally completed.

Vice Mayor Harrod said he attended the Juneteenth Celebration and there were quite a few people there.

Vice Mayor Harrod asked what would be required to change franchise tax to a franchise fee.

He also commented on the good progress being made on the Main Street Streetscape project.

Commissioner Dykstra said he and his family recently enjoyed a visit to Boy Scout Park.

Commissioner Shaw asked about the status of the Airport Trail lights. Staff advised that the project is back on schedule after resolving a situation with OG&E (Oklahoma Gas & Electric) and FAA (Federal Aviation Administration).

AGENDA ITEM NO. 14: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:26 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners**1. b.**

Meeting Date: 07/18/2016

Acknowledge Rpts & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for June 2016
- Project Payment Report for June 2016
- Shawnee Urban Renewal Authority Minutes from the April 5, 2016 and May 10, 2016 meetings
- Planning Commission Minutes from the June 1, 2016 meeting

Attachments

License Pymt Rpt 06-2016

Project Pymt Rpt 06-2016

SURA Minutes 04-05-2016

SURA Minutes 05-10-2016

Planning Minutes 06-01-2016

7/05/2016 4:56 PM
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L I C E N S E P A Y M E N T R E P O R T
SORTED BY: CODE

PAGE:
PAYMENT DATES: 6/01/2016 TO 6/30/2016

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION	TOTAL PAID
					TAX INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	5	100.00CR			100.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	21	315.00CR			315.00
AUCD	AUCTION LICENSE FEE ONE DAY	1	10.00CR			10.00
BEER1	BEER CONSUMPTION ON PREMISE	2	40.00CR			40.00
BOATREG	BOAT REGULAR PERMIT	111	2,886.00CR			2,886.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	3	300.00CR			300.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	8	600.00CR			600.00
FISHANNUAL	FISHING ANNUAL FEE	46	690.00CR			690.00
IMERC	ITINERANT MERCHANT FEE	4	200.00CR			200.00
LAKEINSP	LAKE LEASE INSPECTION	2	150.00CR			150.00
LAKELEASE	LAKE LEASE	12	8,112.00CR			8,112.00
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	1	600.00CR			600.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR			300.00
MECH2	MECHANICAL CONTRACTOR RENEW	7	525.00CR			525.00
MIXED	MIXED BEV OCCUPANTIONAL TAX	1	1,000.00CR			1,000.00
PLUM1	PLUMBING CONTRACTOR INITIAL	3	300.00CR			300.00
PLUM2	PLUMBING CONTRACTOR RENEW	4	300.00CR			300.00
RESAL	RESIDENTIAL SALE	170	1,700.00CR			1,700.00
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR			50.00
SOLID	SOLICITOR DAILY LICENSE	2	6.00CR			6.00
STORM	STORM CELLAR LICENSE FEE	1	75.00CR			75.00
TREE	TREE TRIMMING LICENSE FEE	1	25.00CR			25.00
TOTAL			18,284.00CR			18,284.00

07/06/2016 10:33 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 6/01/2016 TO 6/30/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	299.50CR
001-4202	BUILDING PERMITS	9,604.54CR
001-4203	PLUMBING PERMITS	1,060.00CR
001-4204	ELECTRICAL PERMITS	105.00CR
001-4205	ZONING PERMITS & APPLICATIONS	688.00CR
001-4206	HEATING & A/C PERMITS	850.00CR
001-4249	OTHER PERMITS	435.00CR
001-4822	OTHER MISC. REVENUE	35.50CR
101-4249	OTHER PERMITS	200.00CR
501-4510	WATER TAPS	900.00CR
799-1023	BANCFIRST GENERAL	14,177.54

07/06/2016 10:33 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 6/01/2016 TO 6/30/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	7,975.27CR
B2-ADD	BUILDING CONSTRUCTION ADD	29.70CR
B3-REMODEL	BUILDING CONSTRUCTION REM	2,626.07CR
B4-CARPORT	BUILDING CARPORT	88.50CR
B4-SHELTER	BUILDING SHELTER	324.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	123.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	917.50CR
P3-REMODEL	PLUMBING REMODEL	461.00CR
P4-WELL	WELL PERMIT	300.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	150.00CR
X-DEMO	DEMOLITION PERMIT	150.00CR
X-PLATFIN	PLAT REVIEW FINAL	283.00CR
X-SIGN	SIGN PERMIT	175.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	69.00CR
X-ZONECLR	ZONING CLEARANCE	75.00CR
Z-OCCUP	OCCUPANCY PERMIT	50.00CR
Z-REZONING	REZONING REQUEST	330.00CR
TOTAL		14,177.54CR

SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF APRIL 5, 2016

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Tuesday, April 5, 2016 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Vice-Chairman Monte Cockings called the meeting to order at 9:02 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Commissioner	Tiffany Barrett
Commissioner	Monte Cockings
Commissioner	Larry Gill

Also present:

Bryan Logan, CDBG Program Manager, SURA
Karen Drain, Secretary, SURA
Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of January 5, 2016 was made by **Commissioner Barrett**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

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

AGENDA ITEM NO. 4

APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 116,764.28 was made by **Commissioner Gill**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

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

**AGENDA ITEM NO. 5
SWEAR IN NEW BOARD MEMBERS:**

There were no new Board Members to swear in.

**AGENDA ITEM NO. 6
ELECT CHAIRMAN:**

A motion to elect ***Commissioner Tiffany Barrett*** as Chairman was made by ***Commissioner Gill***, seconded by ***Commissioner Cockings***. Motion carried with no abstentions.

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

**AGENDA ITEM NO. 7
ELECT VICE-CHAIRMAN:**

There were no nominations.

**AGENDA ITEM NO. 8
ELECT SECRETARY:**

There were no nominations.

**AGENDA ITEM NO. 9
REQUEST FOR ASSISTANCE:**

Bryan Logan, CDBG Program Manager reported on the following requests for assistance:

a) Emergency Assistance: Cathy Smith, 1818 N. Bryan

Ms. Smith is 59 years old and is income qualified. She has owned her home 4 years. The home needs a new septic system.

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

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

b) Emergency Assistance: Martye McCall, 3 Bingham Circle

Ms. McCall is 68 years old and is income qualified. She has owned her home 8 years. The home needs handicap accessibility in the bathroom.

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

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

c) Emergency Assistance: James & Debra Wick, 320 N. Louisa

Mr. & Mrs. Wick are 61 and 52 years old respectively and are income qualified. They have owned their home 12 years. The home needs new tub surround and some electrical work.

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

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

d) Emergency Assistance: James & Kitty Morton, 529 N. Louisa

Mr. & Mrs. Morton are both 58 years old and are income qualified. They have lived in the home 26 years. The home needs a new roof.

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

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

e) Emergency Assistance: Chris & Heidi Hoyt, 1418 Thompson Dr.

Mr. & Mrs. Hoyt are both 41 years old and are income qualified. They have lived in their home 6 years with their 5 year old son. The home needs new central heat & air.

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

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

f) Emergency Assistance: Dorothy Cooks, 309 N. Chapman

Ms. Cooks is 67 years old and income qualified. She has lived in her home 11 years. The home needs sewer line replacement.

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

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

g) Home Repair: Johnny Munday, 419 N. Chapman

Mr. Mundy is 68 years old and income qualified. He has owned his home 10 years. The home needs siding or his insurance will cancel.

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

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

h) Home Repair: Renita Swedberg, 1500 N. Center

Ms. Swedberg is 47 years old and income qualified. She has owned her home 13 years where she lives with her 3 children. The home needs new central heat and air and plumbing repairs.

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

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

i) Home Repair: Larry Ober, 533 N. Park

Mr. Ober is 74 years old and income qualified. He has owned his home 35 years. The home needs an electrical re-wire.

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

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

AGENDA ITEM NO. 10
UPDATE ON BID OPENINGS:

Bryan Logan, CDBG Program Manager addressed the following results:

- a) Mowing Lots: SURA**
1 bid received
Bid Awarded to: Coleman's Lawn Service in the amount of \$ 200.00
- b) Emergency Assistance: Don Davis, 1227 Carol Dr.**
Cost Estimate: \$ 7,100.00
3 bids received
Bid Awarded to: EDP Contract Services in the amount of \$ 5,900.00
- c) Home Repair: Mary McGee, 1618 N. Oklahoma**
Cost Estimate: \$ 9,450.00
3 bids received
Bid Awarded to: A/C Doctors in the amount of \$5,950.00
- d) Demolition: Rene' Eaton, 213 E. Bannock**
Cost Estimate: \$ 2,850.00
2 bids received
Bid Awarded to: Meier & Sons Demolition in the amount of \$2,800.00

**AGENDA ITEM NO. 11
OLD BUSINESS:**

There was no Old Business.

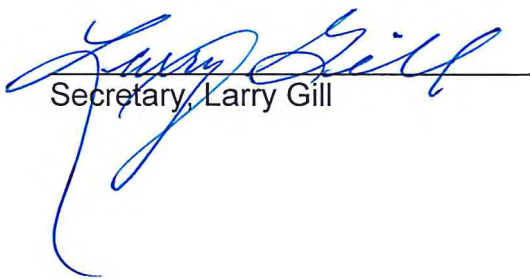
**AGENDA ITEM NO. 12
NEW BUSINESS:**

Bryan Logan, CDBG Program Manager congratulated **Commissioner Barrett** on being elected the new SURA Chairman.

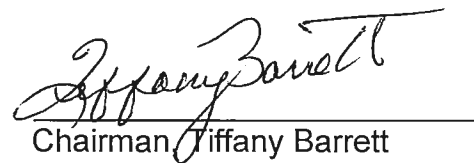
**AGENDA ITEM NO. 13
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:50 was made by **Commissioner Gill** seconded by **Commissioner Barrett**. Motion carried with no abstentions.

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



Secretary, Larry Gill



Chairman, Tiffany Barrett

SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF MAY 10, 2016

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a special call meeting Tuesday, May 10, 2016 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Chairman Tiffany Barrett called the meeting to order at 9:00 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Tiffany Barrett
Commissioner	Monte Cockings
Commissioner	Larry Gill

Guest:	Stephen Rice	
	Renee' Wortham	
	Ron Henderson	Former SURA Chairman

Also present:

Justin Debruin, Planning Director
Bryan Logan, CDBG Program Manager, SURA
Karen Drain, Secretary, SURA
Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

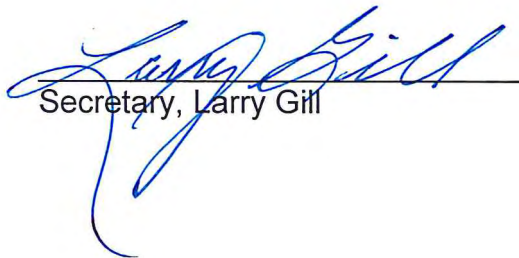
SWEAR IN NEW BOARD MEMBERS:

Bryan Logan, CDBG Program Manager swore in Stephen Rice and Renee' Wortham as the new **SURA Commissioners**.

AGENDA ITEM NO. 4
ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn at 9:05 was made by **Commissioner Cockings** seconded by **Commissioner Gill**. Motion carried with no abstentions.

VOTING YES: Barret, Cockings, Gill, Rice and Wortham
VOTING NO: None



Secretary, Larry Gill



Chairman, Tiffany Barrett

PLANNING COMMISSION MINUTES

DATE: JUNE 1ST, 2016

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, June 1st, 2016 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

Present: Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

Absent: Morton

Meeting was called to Order.

AGENDA ITEM NO. 2:

Consideration of Approval of the minutes from the May 4th, 2016 Planning Commission Meeting

Chairman Bergsten asked if the Board had time to review the minutes and if there were any questions or comments. Commissioner Kerbs made a motion to approve, seconded by Commissioner Clinard.

Motion passed:

AYE: Clinard, Kerbs, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN: Kienzle

AGENDA ITEM NO. 3:

Citizen's Participation

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO. 4:

Case #P04-16 – A public hearing for consideration of approval of a Rezone from C-3; Highway Commercial to R-3; Multi-Family Residential, located on the Northwest corner of Bonita and Benedict Streets, Shawnee, OK

Applicant: Ethan Acock

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin described the area for the rezone as being on the Northwest corner of Benedict and Bonita Streets and mentioned that Benedict is defined as a collector street. Justin Debruin discussed the current zoning of C-3; Highway Commercial, and how long this location has had that specific zoning. Mr. Debruin went on to mention the similarities of C-3 and R-3 zoning and that the applicant would like to build single story the best he can. A four foot sidewalk would be required. Mr. Debruin stated staff recommended approval and that he would be happy to answer any questions. Chairman Bergsten asked if there were any questions. Commissioner Kerbs asked where the closest R-2 zoning was located. Mr. Debruin informed him it was the properties to the south and east of the location. Commissioner Kerbs asked for verification

of the size of the lot and the requirements for the zoning. Chairman Bergsten asked if there were any other questions. There were none and Chairman Bergsten opened the public portion of the meeting and there was no one in the audience so Chairman Bergsten closed the public portion and asked if the Commissioners had any questions, comments or a motion. Commissioner Kerbs made a motion to approve, seconded by Commissioner Kienzle.

Motion passed:

AYE: Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #S12-16 –Consideration of approval of a Preliminary Plat for Haag Addition, located on Union Street, North of Shawnee Mall Dr., Shawnee, OK

Applicant: The Landrun Group, LLC

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin stated that the site was located just east of Wal-Mart and the proposed development was for a Furniture Factory Outlet. Justin Debruin explained that 17,000 square feet would be for show room and additional 8,000 for warehousing. Mr. Debruin went over the plats and discussed the condition that the property owners to the north would dedicate fifteen feet for a perimeter easement. Mr. Debruin stated the two conditions for preliminary plat and the four conditions for final plat. Justin Debruin stated staff recommends approval and Chairman Bergsten asked if there were any questions. Commissioner Kienzle asked if the traffic has been looked at for the area to see how much traffic would generate. Mr. Debruin stated the last study showed capacity had not been reached yet but was close. Commissioner Kerbs asked if the easement on the north was a utility easement and Mr. Debruin agreed. Commissioner Kerbs asked about the auto group having a roadway connecting to the back road for Wal-Mart and mentioned his concern for the trucks going in to the Furniture store. Mr. Debruin discussed the shared drainage site with Gordon cooper and stated he would consider the roadway discussion. Commissioner Kerbs asked if the city has any dictation for size of the dumpster enclosures and Mr. Debruin agreed. Chairman Bergsten asked if there were any questions. There were none and Commissioner Kerbs made a motion to approve with two conditions, seconded by Vice-Chairman Cowen.

Motion passed:

AYE: Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #S13-16 –Consideration of approval of a Final Plat for Haag Addition, located on Union Street, North of Shawnee Mall Dr., Shawnee, OK

Applicant: The Landrun Group, LLC

Combined staff report with Item Number 5. Chairman Bergsten opened the public portion of the meeting and asked if there was anyone who would like to speak in favor or against the item. There were none and Commissioner Kerbs made a motion to approve with conditions, seconded by Commissioner Affentranger.

Motion passed:

AYE: Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 7:

Planning Director's Report

Justin Debruin mentioned The Garage restaurant would open soon and the Shawnee Marketplace submitted a permit for a four tenant shopping center but do not know what will be going in yet. Commissioner Clinard asked for the streetscape timeline and Mr. Debruin stated they were a little behind but not by much and explained some of the work being completed. Commissioner Clinard asked if anyone had applied for the Downtown Ordinance since it was passed. Mr. Debruin stated not yet but they were waiting on a resolution of support from the City Commission before moving forward. Vice-Chairman Cowen asked for an update regarding the property maintenance code. Justin Debruin discussed each of the four properties in question and Commissioner Kienzle asked about demoing a building after the property was given offers to sale. Mr. Debruin mentioned wanting to look into that topic. Commissioners and staff had discussion over the demos and Mr. Debruin stated he would get with Mike Clover. Commissioner Kerbs asked about having trees removed from downtown.

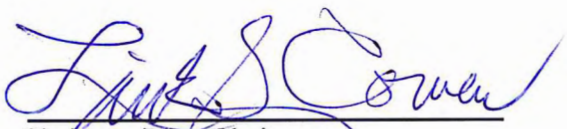
AGENDA ITEM NO. 8:

Commissioners Comments and/or New Business

Commissioner Kerbs stated Shawnee Trail Days would be coming up and Commissioner Kienzle mentioned how nice it was for the sidewalk to go in at the Shawnee Middle School.

AGENDA ITEM NO. 9:

Adjournment


Chairman/Vice-Chairman

Cheyenne Lincoln
Planning Commission Secretary

Regular Board of Commissioners

1. c.

Meeting Date: 07/18/2016

IAFF Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206.

Attachments

IAFF Contract Memo

IAFF Contract



Date: July 11, 2016
To: Honorable Mayor and City Commissioners
From: Justin Erickson, City Manager
RE: Collective Bargaining Agreement with the IAFF Local #206

The IAFF Collecting Bargaining Agreement runs July 1-June 30 in accordance with our fiscal year and runs one year unless otherwise bargained for. The contract this year will be for one fiscal year starting July 1, 2016 and ending June 30, 2017.

Highlights are as follows:

The agreement for the union increases the pay scale to accommodate a full step 7 and a new step 8. Last year step 7 was only at 3.5% so we are moving it to a full step of 5%. The union decided to forgo the 2% across the board to get a step 8 at 5% which will go into effect January 1, 2017.

Increase health insurance contribution to the same as non-union employees.

Remove the emergency management director position from the contract.

Change the minimum manning from 11 to 12.

Allow the Chief to determine the need for take home vehicles regardless of distance to residence.

Grandfather incentive 8 which is the scuba incentive- this one is no longer available.

Add incentive #13 Car Seat incentive at .25 cents per hour for 24 hour shift and .37 cents for day shift- this will allow for the firefighters to put more car seat safety events on within our community.

Add swift water rescue incentive at .25 cents per hour for 24 hour shift and .37 cents for day shift. Training issues: max 3 per year no more than 2 per shift, once we reach 5 per shift only 2

can schedule leave off during the months of April, May and June until we reach 7 per shift. This will cover the wettest months to make sure we have proper staffing for this.

Incentive 7 will replace incentive 7, 10 and 12. The physical fitness incentive is currently stacked at .20 per level (60, 80 and 100%). The max of \$.60 for 24 hour shift and \$.88 for day shift remains the same

New scale

	24 hour shift	Day shift
60%	.20	.29
65	.25	.37
70%	.30	.44
75%	.35	.51
80%	.40	.59
85%	.45	.66
90%	.50	.74
95%	.55	.81
100	.60	.88

The bargaining team consisted of Cindy Arnold and Tamera Johnson.

I recommend approval of the 2016-2017 IAFF Collective Bargaining Agreement.



AGREEMENT BETWEEN
THE CITY OF SHAWNEE, OKLAHOMA
AND
LOCAL #206
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO/CLC
JULY 1, 2016 – JUNE 30, 2017

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ARTICLE I

PURPOSE OF AGREEMENT

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

ARTICLE II RECOGNITION

Section 2.01. The City recognizes the Union as the sole and exclusive bargaining agent for all permanent employees of the Shawnee Fire Department, excluding the Fire Chief, and one administrative assistant. A permanent employee shall be an individual who has successfully completed the one (1) year probationary period.

ARTICLE III AUTHORITY AND TERM

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

Section 3.02. This Agreement shall be effective as of the 1st day of July, 2016 and shall remain in full force and effect until the 30th day of June, 2017.

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

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

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

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

- k. To control the departmental budget;
- l. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency

ARTICLE V

PERSONNEL REDUCTION

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

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

Section 5.03. No new employee shall be hired until the member or members laid off and the Union have been notified by registered mail and the member is given a fourteen (14) day period for reinstatement of employment.

Section 5.04. In the case of reduction of certain positions, as the result of a general personnel reduction, the members of the bargaining unit with the least seniority in those certain positions may be placed in the next lower position. Any member affected by this section shall not suffer from any loss of pay or seniority.

Section 5.05. Any member laid off for more than one (1) year must pass both the pension physical and the minimum requirements for physical fitness (City criteria).

ARTICLE VI

UNION RIGHTS AND RESPONSIBILITIES

Section 6.01. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

Section 6.02. After written notice to the Fire Chief, Union representatives may be granted time off without loss of pay to conduct Union business. Time off shall be granted so long as it does not impede the operation of the Fire Department, as determined by the Fire Chief and so long as it does not exceed the following limitations:

- a. OSFA Convention – Time Off as needed for attendance of the authorized delegates;
- b. Negotiations with the City – 15 minutes before the meeting throughout the meeting, and 15 minutes after;
- c. Safety committee – 5 minutes before the meeting, throughout the meeting, and 5 minutes after the meeting;
- d. PFFO Convention – Time off will be granted for three members to attend the convention for a period not to exceed three (3) days.

Section 6.03. The City agrees not to discriminate against any member for his activity on behalf of, or membership in, the Union or its affiliate organizations.

Section 6.04. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation of and administration of the Fire Department currently in effect on the effective date of this Agreement, shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement.

Section 6.05. The City agrees to deduct biweekly dues and assessments in an amount certified to be corrected by the Secretary/Treasurer of the Union for the pay of those members who individually request, in writing, that such deduction be made. The total amount of deduction shall remain in force until canceled by the member. The Union shall pay the City twenty-five (25) cents per month per member for such service. On July 1st and on January 1st of each year the members may change the amount being withheld as dues and assessments. No other changes will be permitted throughout the year except to add or delete a member

from those having deductions made. All changes, additions or deletions shall be made only with written authorization from the individual member. The union agrees to indemnify the City and hold harmless from any liability arising out of the City's reliance on the written request presented to it.

Section 6.06. When a member of the bargaining unit has been promoted to another classification and is unable to perform his new assignment within ninety (90) days, he shall be allowed to return to his previous job without loss of seniority. If a member of the bargaining unit is selected or promoted in accordance with the promotional procedures set forth in the Collective Bargaining Agreement and Shawnee Fire Department SOG's to fill a position or rank which was vacated due to the promotion of a member of the bargaining unit to another position or rank, then that selection or promotion shall be deemed conditional and subject to revocation in the event the member of the bargaining unit who vacated the position or rank is returned to the position or rank under the provisions set forth in this Article. Nothing within this section shall be interpreted as establishing a requirement that vacated positions must be filled. Further, nothing within this section shall be interpreted as establishing specific or mandatory staffing levels for any rank or position within the Department.

Section 6.07. Management or members shall have the right to have their Union President or his Designee present during any oral or written reprimand, investigative interview or any other disciplinary action.

ARTICLE VII

PROHIBITION OF STRIKES

Section 7.01. During the term of this Agreement, the Union agrees to a prohibition of any job action, *i.e.*, strikes, work slowdowns, mass absenteeism, or being a party to such activities. In addition, the Union agrees not to petition its affiliate, AFL- CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions here in to fore enumerated are not caused or authorized by the Union.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.01. The Union or any member of the bargaining unit covered under this Agreement may file a grievance within twenty (20) calendar days of the alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 8.02. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 8.03. Any controversy between the City and the Union or any member concerning the interpretations, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be discussed by the member with the Fire Chief or his designee. At or before the discussion, the grievant will advise what procedure or practice is being contested and which provision of this Agreement or prevailing practice is alleged to have been violated. Said member's Union President, or his alternate, shall be present at said discussion. The answer will be submitted by the Fire Chief or his designee in writing within twenty (20) calendar days of such discussion to the member(s) involved, and to the Union President.
- b. The parties agree to cooperate in the investigation of the grievance and to make available to each other upon reasonable request, any evidence that is relevant to the matter involved in the pending grievance.
- c. If the grievance is not settled by the provisions of Section 3(a) of this Article, it shall be submitted in writing to the Union Grievance Committee. Within twenty (20) calendar days of the Chief's written response, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement and shall advise the Chief of their decision to exercise either action provided for in sub-step (1) or (2) below.
 - i. If the Union Grievance Committee finds a grievance does not exist, it shall so inform the Fire Chief in writing, and no further proceedings shall be necessary.
 - ii. If the Union Grievance Committee finds a grievance does exist, the Grievance committee shall submit, in writing, the grievance to the City Manager for resolution advising the basis for such claim.

- d. The City Manager shall submit his answer in writing to the Union Grievance Committee, the member involved, and the Fire Chief within twenty (20) calendar days, specifying the basis for his decision. If the City Manager and the Union Grievance Committee have not settled the grievance within twenty (20) calendar days, it may be submitted to arbitration for resolution as follows:
- i. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
 - ii. Within fifteen (15) calendar days from the receipt of such panel, a representative of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who then shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
 - iii. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his selection.
 - iv. After the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the City.
 - v. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
 - vi. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
 - vii. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, the party requesting shall pay for it.

Section 8.04. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to answer in the time provided above, the grievance shall be considered valid and the remedy sought will be allowed. Such resolution will not establish a precedent for the parties. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 18, then the act shall be performed on the next regularly scheduled business day.

Section 8.05. It is specifically and expressly understood that filing a grievance under this article, which has as its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the Union and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal form. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions:

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers;
- d. Where the award is in violation of state and/or federal law(s).

ARTICLE IX HOURS AND WORK PERIOD

Section 9.01. The twenty-four (24) hour shift members shall continue to work the current, three platoons, twenty-four (24) hour shift.

Section 9.02. The twenty-four (24) hour shifts are comprised of the following days on duty and off duty: day on duty, day off duty, day on duty, day off duty, day on duty, four (4) days off duty. Each day shall begin at 7:00am the next day, comprising twenty-four (24) hours. Each duty day consists of twenty-four (24) hours of relief of duty. This sequence continues up to four (4) days off duty.

Section 9.03. For all twenty-four (24) hour shift members there is hereby established a series of work periods of fourteen (14) days duration that coincide with the current biweekly pay period.

Section 9.04. Day members shall work a ten (10) hour day, four (4) days a week schedule. For all day members, there is in effect a standard seven (7) day work week that begins Sunday morning at 7:00 a.m. and ends the following Sunday morning at 7:00 a.m.

ARTICLE X

OVERTIME, CALL-BACK AND OFF DUTY TRAINING

Section 10.01. The twenty-four (24) hour shift members shall receive overtime at one and one-half times their regular rate for hours accumulated in excess of one hundred and six (106) hours per fourteen (14) day work period.

Section 10.02. Day Members shall receive overtime at one and one-half times their regular rate of hours accumulated in excess of forty (40) hours per seven (7) day work period.

Section 10.03. Except as provided herein, all leave granted shall be allowed. In the event that staffing on a shift falls below twelve (12) or additional staffing needed for any reason other than an incident resulting in calling back the entire shift or shifts, members shall be called back from a "call back roster." Members may elect to sign up on the call back roster. The call back roster will be a permanent list and a member may elect to remove himself from the list at any time, and any member not on the list may add his name to the bottom of the rotation at any time. The call back roster shall be maintained in the office of the Battalion Chiefs. The call back roster shall be a rotating list. Members on the call back roster will be called according to the standard operating guidelines. Members being called back for less than twelve hours cumulative will not lose their turn on the call back roster. Members shall receive a two hour minimum for emergency call back.

Section 10.04. Off duty members shall receive pay one and one-half times their hourly rate of pay or compensatory time off at the rate of time and one-half, at their option, for each hour of attendance at training as required in writing by the Fire Chief.

Section 10.05. Any request by a member for voluntary non-incentive certifiable training will be considered on a case-by-case basis taking into consideration the benefit of the certified training course for the Fire Department. If a request for voluntary non-incentive certifiable training is approved by the Fire Chief, in writing, the Department will pay tuition as well as lodging and meals in compliance with the City's approved travel policy and will also allow the member time off for the training so long as the operations of the Fire Department are not impeded. Any member training off duty shall receive compensation time at the rate of one (1) hours of compensatory time for every hour of training and for every hour of travel for trips in excess of 75 miles one way. If more than two on the same shift seek voluntary training, those beyond two will count against the calendar. No person shall be bumped from training if the calendar is full.

Section 10.06. Members of the bargaining unit may use compensatory time in any manner they choose so long as the normal operations of the Fire Department are not impeded as determined by the officer in charge of the shift. Maximum accrual of compensatory time will be limited to two hundred sixty-four (264) hours.

ARTICLE XI TRADING TIME

Section 11.01. The City agrees that members may trade time, provided the operations of the Fire Department are not impeded and the officer or officers in charge of the shift or shifts is notified in advance. Members at the rank of firefighter may only trade with members of equal rank. Members who hold the rank of Lieutenant may trade within rank or one rank above. Members who hold the rank of Captain or above may trade within rank or one rank above or below. Members will be limited to two hundred and forty (240) hours of trading time per calendar year. This cap applies only to the employee who is not present, not to the employee who is substituting for the scheduled employee.

ARTICLE XII

WORKING OUT OF CLASSIFICATION

Section 12.01. Any member covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be stepped down and back one in the position or rank being filled for each shift worked out of classification after the first three (3) consecutive shifts.

ARTICLE XIII HEALTH AND LIFE

Section 13.01. The City agrees to make group health insurance coverage available to all members of the bargaining unit. The City will pay a maximum of \$391.64 per month for single coverage; a maximum of \$687.10 for emp/children coverage; a maximum of \$735.36 a month for emp/spouse coverage and a maximum of \$951.30 a month for family coverage.

Section 13.02. The City agrees to provide all members with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000.00
Accidental Death	\$40,000.00
Dismemberment up to	\$20,000.00

ARTICLE XIV

MUTUAL RESPONSIBILITY

Section 14.01. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that members are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status. Specifically, pursuant to guidelines of the Equal Employment Opportunity Commission, each part is obligated to take positive action in affording equal employment, training and promotional opportunities to all members as required by Title VII of the Civil Rights Act of 1964, as amended.

Section 14.02. In the event that any portion of this Agreement unintentionally conflicts with the City's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

Section 14.03. The Union and the City specifically recognize the necessity of continuous improvements in efficiency and effectiveness throughout the Fire Department operation. Both parties will cooperate in accomplishing these results.

Section 14.04. The Union and the City agree that no member shall be terminated specifically because of race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status or without just cause, subject to the Grievance Procedure contained in this document.

ARTICLE XV MILITARY LEAVE

Section 15.01. Military leave shall be granted in accordance with state law. Members of the bargaining unit shall notify their supervisor of their schedule as soon as the information becomes available. Copies of orders to report shall be given to the Fire chief who shall forward them to the Personnel Department. On return from leave, the member is to bring evidence of dates and time in attendance.

Section 15.02. Members on military leave shall not be counted toward the "three (3) off rule."

ARTICLE XVI

SICK LEAVE, FAMILY LEAVE, AND FUNERAL LEAVE

Section 16.01. Sick Leave- sick leave is granted when members are unable to perform their duties because of personal illness, injury or disability.

Section 16.02. Family Leave- family leave (charged to accrued sick leave) is granted when medical care is necessary or when illness or injury requires hospitalization or attendant care of a member of the firefighter's immediate family. (Immediate family is defined in Section 3). A maximum of seventy-two (72) hours per calendar year is allowed for twenty-four (24) hour shift members and forty (40) hours for day members. Additional time off may be granted charged to the member's accrued vacation or holiday leave. This provision is separate and apart from the Family and Medical Leave Act of 1993.

Section 16.03. Funeral Leave-members may be granted time off (charged to accrued sick leave) not to exceed two (2) consecutive shifts for twenty-four (24) hour shift members or three (3) consecutive work days for day members, due to a death in the member's immediate family. Immediate family is defined as the member's or the member's spouse; spouse, grandparent, grandchild, parent-in-law, former guardian, child, brother, sister, parent, and their spouses. Additional time off may be granted charged to the member's accrued vacation or holiday leave.

Section 16.04. Day members shall accrue 4.62 hours sick leave per biweekly pay period and twenty-four (24) hour shift members shall accrue 6.46 hours sick leave per biweekly pay period.

Section 16.05. The maximum accrual of sick leave shall be:

Day Employees	960 hours
Twenty-four (24) hour shift members	1,344 hours

Section 16.06. The officer in charge of the shift shall be notified prior to the start of the shift of the members taking sick leave.

Section 16.07. In the event of a serious illness or injury in which case the member received medical attention, a release for full duty is required from the attending physician before the member can return to work.

Section 16.08. False or fraudulent use of sick leave may be cause for disciplinary action against the offending member. Such disciplinary action may include dismissal.

Section 16.09. Upon death, disability or service retirement, unused accumulated sick leave will be converted to vacation at a rate of one (1) vacation hour for every three (3) hours of accumulated sick leave up to a maximum of 1,344 sick leave (448 vacation) for twenty-four (24) hour shift members and a maximum of 960 hours sick leave (320 vacation) for day members. The converted hours shall not count against the member's regular vacation accrual.

Section 16.10. Any member who is off sick for more than three (3) shifts or three (3) consecutive days off for 40 hour personnel must bring in a doctor's statement before returning to work.

ARTICLE XVII VACATION

Section 17.01. Members of the bargaining unit shall receive vacation time in accordance with the number of years of continuous service with the City, as follows:

Twenty-four (24) hour shift members:

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	4.62 hours	120 hours (5 shifts)	240 hours (10 shifts)
5-10	6.46 hours	168 hours (7 shifts)	336 hours (14 shifts)
10-15	8.31 hours	216 hours (9 shifts)	432 hours (18 shifts)
15-ABOVE	11.08 hours	288 hours (12 shifts)	576 hours (24 shifts)

Day Members

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	3.08 hours	80 hours (10 days)	160 hours (20 days)
5-10	4.62 hours	120 hours (15 days)	240 hours (30 days)
10-15	6.15 hours	160 hours (20 days)	320 hours (40 days)
15-ABOVE	7.70 hours	200 hours (25 days)	400 hours (50 days)

Section 17.02. Members may use vacation time in any manner they choose, so long as normal operations of the Fire Department are not impeded. However, minimum use of vacation time will be:

Twenty-four (24) hour shift members — ½ shift or 12 hours
Day members – 1 hour

ARTICLE XVIII HOLIDAYS

Section 18.01. All members of the bargaining unit shall be entitled to ten (10) holidays and two (2) half-holidays for which they shall receive pay at their regular rate. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th
New Year's Eve (1/2 day)	December 31st

Section 18.02. The City agrees that, if a holiday provided in the above schedule falls on a member's regularly scheduled day off or if the member is required to work on a holiday provided in the above schedule, the member shall be compensated for such holiday by receiving equivalent time off with pay at a later date.

Section 18.03. All twenty-four (24) hour shift members shall be granted on (1) shift of duty time off for each holiday and one-half (1/2) shift of duty time off for each one-half (1/2) holiday. All day members shall receive holiday time as it occurs.

Section 18.04. Members of the bargaining unit may use holiday time in any manner they choose, so long as the normal operations of the Fire Department are not impeded. The maximum accrual of holiday time shall not exceed eleven (11) holidays or two hundred sixty-four (264) hours for twenty-four (24) hour shift personnel, or one hundred eighty (180) hours for day shift personnel.

Section 18.05. For members who promote from a line position on 24-hour shift to a day shift position their accrued holiday leave shall be converted by using the parity conversion factor in the appendix of this agreement.

ARTICLE XIX

LEAVES OF ABSENCE

Section 19.01. Leave without pay may be requested by a member of the bargaining unit through the Fire Chief to be approved by the City Manager. Leave without pay shall not exceed five (5) shifts for twenty-four (24) hour shift members or ten (10) shifts for day members. Circumstances requiring additional time shall be subject to approval by the City Manager.

Section 19.02. When members are required to perform jury duty or to appear in a court of law, they shall be compensated as follows:

- a. Jury duty required on scheduled days – members shall receive their regular salary or wages.
- b. If a member is involved in a personal court action, the member should be granted leave to attend to his business, but such time off will be charged to compensatory time, vacation, or holiday time in accordance with that Article.

The member shall not suffer loss of seniority during such absence, nor shall time off be charged to any other accrued leave.

ARTICLE XX

INJURY, WORKERS COMPENSATION AND EXPOSURE

Section 20.01. All members of the bargaining unit shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. A member injured while performing his assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No member on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his regular pay.

Section 20.02. When a member has been injured or exposed or suspected exposed to bodily fluids or hazardous materials during the performance of their duties, they must report the injury or exposure or suspected exposure as soon as possible, regardless of the extent, to their immediate supervisor. The member shall fill out the City SD-12 Report for the injury, City Form 207 for bodily fluid exposure or suspected exposure, and the City SD-12 for hazardous material exposure or suspected exposure. If the member is unable to do so, their immediate supervisor must complete the reports.

Section 20.03. The member must notify the Safety Director of an injury and the exposure control officer for an exposure or suspected exposure as soon as possible, due to reporting requirements and to ensure that proper medical treatment and follow-up care is completed.

Section 20.04. A member on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 20.05. Any member injured while performing his assigned duties and absent from work more than one (1) shift shall not be charged with his accrued sick leave. The member shall be entitled to time off in accordance with Title 11 Section 49—111. Sick leave will be accrued while off duty because of an on-the-job injury.

Section 20.06. Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

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

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

- Taking reports
- Assisting in records entry, filing, etc.
- Inspections
- Investigation that can be done by telephone or computer
- Answering telephone
- Planning, mapping, telephone assistance in EOC Inventory
- GIS
- Training and education
- Public relations

Procedure:

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

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

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave. If the employee is assigned to a 40 hour week work schedule, the conversion table shall be used to compute his pay.

Any member on light duty will be allowed to go to his scheduled physical therapy during their light duty work day and it will not count against his/her time. This time off will be just as if he/her were still on workers compensation, the city will cover it.

Any member on light duty will not be counted towards the minimum manning off any shift or the three off on the calendar.

Section 20.07. The second member who is off on workers' compensation leave shall not be counted toward the "three (3) off rule."

ARTICLE XXI

RULES AND REGULATIONS

Section 21.01. The Union agrees that members shall comply in full with all Fire Department rules and regulations, including those relating to conduct and performance.

Section 21.02. The City agrees that interpretation of department rules and regulations that affect wages, hours and other conditions of employment shall be subject to the Grievance Procedure.

Section 21.03. The City's Personnel Policies shall provide additional provisions not included in this Agreement. If any conflict should arise, this Agreement supersedes the City's Personnel Policies.

ARTICLE XXII SAFETY COMMITTEE

Section 22.01. The City and the Union agree to cooperate to the fullest extent in the promotion of safety through full disclosure of any information, results of survey and/or studies, new forms procedures, materials, equipment and any new concept in safety and health applicable to the Safety Committee.

Section 22.02. Three (3) members of the bargaining unit representing the Union and three (3) employees representing the City shall comprise the Safety Committee. In the event no consensus can be reached concerning the safety of a situation, a neutral party will be selected by the members of the Safety Committee. The neutral party will make a determination as to the safety of the situation.

Section 22.03. The Safety Committee shall meet at such a time as deemed necessary by the City and/or the Union.

Section 22.04. Committee members shall also be allowed while on duty to conduct investigations of safety and health problems if deemed necessary by the City and/or Union. Time off shall not impede the operation of the Fire Department as determined by the Fire Chief.

Section 22.05. All recommendations and reports from the Safety Committee shall be in writing and copies submitted to the City and to the Union.

Section 22.06. The Safety Committee shall conduct annual inspections of all fire apparatus, appliances, tools, and other equipment during the month of March. Any fire apparatus, appliances, tools, or equipment deemed unsafe, or in need of maintenance or repair by such inspection, shall be taken out of service and the City shall perform such maintenance or repair as soon as possible upon notice from the Safety Committee.

ARTICLE XXIII

LABOR/MANAGEMENT MEETINGS

Section 23.01. The City and the Union agree to conduct labor/management meetings when requested by either part. These shall be informative discussions between the City and the Union through designated representatives and shall have as their purpose, consideration of matters including, but not limited to, the following: the meaning and intent of this Agreement; the interpretation and application of rules, regulations and policies; the prevention and correction of conditions causing misunderstandings and grievances; the encouragement of good human relations in employee working conditions, education and training; and the strengthening of employees' morale. The Discussions shall relate to policy determinations but not to individual complaints or grievance. All actions taken as a result of these meetings will be consistent with this Agreement.

ARTICLE XXIV CLOTHING AND EQUIPMENT

Section 24.01. The City agrees to furnish and replace the following uniform items for the bargaining unit:

- 2 – Long Sleeved Shirts
- 2 - Short Sleeved Shirts
- 2 - Short Sleeved Pull over Golf Shirts
- 3 - Pairs of Pants
- 1 - Uniform Jacket (light and heavy)
- 2 - Badges (shirt and jacket(s))
- 1 - Belt
- 2 - Shirt and Jacket Insignia
- 2 - Name Plates (shirt and jacket)
- 3 - Tee Shirts
- 1 - Ball Cap
- 1 - Pair of Coveralls
- 1 - Wildland/Station Wear Boots

The uniform items will be purchased at the discretion of the Fire Chief in terms of specifications, amount, and vendor.

It is the responsibility of the member to clean and maintain the items listed in this section and to report for duty in a uniform that is clean and in good repair. Failure to do so shall result in disciplinary action.

All items issued, as listed in this section, shall remain the property of the City of Shawnee. The City agrees to issue clothing, as applicable, to each member as near to October 1st and April 1st as possible each year.

Section 24.02. In addition, the City agrees to furnish at no cost to each member the following protective gear and equipment required by the City:

- 1 - Pair of Bunker Boots
- 2 - Pairs of Gloves
- 1 - Helmet with Strap and liners
- 1 - Helmet Face Protector Shield or Goggles
- 1 - Pair of Bunker pants with Suspenders
- 1 - Bunker Coat
- 1 - Nomex Hood
- 1 - Nomex Coveralls

All items furnished, as listed in this section, shall remain the property of the City of Shawnee.

Section 24.03. The City agrees that the protective gear and equipment and the items of clothing will meet N.F.P.A. standards at the time of purchase and at replacement time due to damage or end of service life.

Section 24.04. Whenever the Fire Chief determines that replacement of a City owned uniform is necessary, the previously issued item must be surrendered. Uniform items purchased before July 1, 1989, need not be turned in or replaced. Uniform items and protective gear and equipment may not be worn off duty for any purpose not authorized by the Fire Chief. Members shall be required to return uniform items and protective gear and equipment issued under this article at the time of their separation, except as may be authorized by the Fire Chief.

Section 24.05 The City and the Union agree to have a Labor Management meeting as set out in Article XXIII for the purpose of discussing the possibility of removing items, adding items to be issued (including shorts), and altering the number of items, as well as changing distribution to once a year and as needed for replacement. The list submitted during negotiations for the FY 16-17 Agreement will be used as the basis for discussion. Any agreement reached will be incorporated into this CBA by Amendment.

Section 24.06 The Fire Chief may approve take-home units for officers who live beyond the eleven mile radius for those he deems necessary.

ARTICLE XXV LONGEVITY

Section 25.01. To encourage career service, longevity pay shall be granted in addition to the base wages as shown in Appendix A. It shall be based upon the total years of continuous service with the City.

Section 25.02. Longevity shall be computed based on the last date of hire with the City, as per the following schedule.

Years of Continuous Service	Hourly Rate	
	24 Hour Shift	Days
4	\$.23	\$.34
5	.26	.38
6	.29	.43
7	.32	.47
8	.35	.52
9	.38	.56
10	.41	.60
11	.44	.65
12	.47	.69
13	.50	.74
14	.53	.78
15	.56	.82
16	.59	.87
17	.62	.91
18	.65	.96
19	.68	1.00
20	.71	1.05
21	.74	1.09
22	.77	1.13
23	.80	1.18
24	.83	1.22
25	.86	1.27
26	.89	1.31
27	.92	1.35
28	.95	1.40
29	.98	1.44
30	1.02	1.50

Section 25.03. Longevity shall be included with the regular base wages and paid biweekly.

Section 25.04. The above schedule shall apply to all members as they become eligible. The amount now being paid to members shall remain fixed until such time the above schedule exceeds the amount they presently receive.

ARTICLE XXVI

EDUCATIONAL/SKILLS INCENTIVE AND TUITION ASSISTANCE

Section 26.01. Educational incentive – the City agrees to compensate member’s educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of fire protection or any degree which enhances the member's ability to perform his or her duties or is considered to benefit the City. Upon receipt of an officially sealed college transcript, the City shall pay incentive as per the following schedule:

College <u>Credit Hours</u>	Hourly Rate 24 Hour Shift	Day
32	.16	.24
66	.32	.47
90	.48	.71
124	.64	.94

Educational incentive shall be included with the regular base wages and paid bi-weekly.

Section 26.02. Skills incentive – the City agrees to compensate member's incentive for certification of special skills. Upon proof of certification, including renewals when required, the City shall pay incentive as per the following schedule:

	Hourly Rate <u>24 Hour Shift</u>	<u>Day</u>
#2 Firefighter II	.20	.29
#3 EMT Basic -(Ok DOH or National Registry)	.50	.74
#5 Paramedic -(OK DOH or National Registry)	.50	.74
#6 Haz Mat Tech -(OSU/Fire Service Training)	.20	.29
#7 Physical Fitness Excellence -(City's Criteria) —see schedule		
#8 Scuba -(City's Criteria) (grandfathered)	.20	.29
#9 One-120 hours of OSU Fire Service Continuing Professional Training or Career Tech Fire Service Training	.15	.22
#10 Physical Fitness 80% of Standard —see schedule		
#11 CLEET (Fire Prevention Only)	.20	.74
#12 Physical Fitness 100% of Standard —see schedule		
#13 Car Seat Installation Tech Certification	.25	.37
#14 Swift Water Rescue Max of 3 per year, no more than two per shift. Once shift reaches 5, only two can schedule off during the months of April, May and June until we reach 7 per shift	.25	.37

Any member drawing incentives at present will be allowed to continue to draw the current incentive amounts they receive.

Physical Fitness Incentives (7, 10, 12)

Incentive	Percentage:	24 Hour shift	Day Shift
7	60%	.20	.29
7	65%	.25	.37
7	70%	.30	.44
7	75%	.35	.51
10	80%	.40	.59
10	85%	.45	.66
10	90%	.50	.74
10	95%	.55	.81
12	100%	.60	.88

Training course that qualify for skill #9 shall be identified in the Training Record system introduced by the Oklahoma State University Fire Service Training or Career Tech Training Record.

Training is done while on duty, each course is allotted twelve (12) hours credit toward the completion of skills incentive #9. Each course must be successfully completed and shall be validated by a completed OSU Course Report Form 10 or similar training verification from Career Tech.

Members shall be allowed to attend training necessary to obtain skills incentive #3, #5, and #9 while on duty, provided the normal operations of the department are not impeded. Members shall not be charged any accrued leave while attending training on duty. Members shall carry a portable radio and will be subject to respond to emergency and other calls as directed by the officer in charge. Attendance of any skills incentive training held outside the corporate city limits of the City of Shawnee shall be subject to approval by the Fire Chief and shall be charged to the member's accrued holiday or vacation leave.

Training courses shall neither be duplicated nor will refresher courses contribute toward additional hours of credit.

Skills incentive shall be included with the regular base wages and paid biweekly.

Section 26.03. Tuition Assistance – tuition assistance is available to all members of the bargaining unit. To qualify for tuition assistance, the member must obtain prior written approval for all courses for which tuition assistance will be sought. Applications for tuition assistance must be signed by the employee and approved by Fire Chief and

City Manager. The application must be submitted prior to enrolment. The employee is responsible for paying for any course approved and may seek reimbursement based upon the conditions set forth in this article.

To be acceptable for reimbursement of tuition, required fees, lab fees and books, each course must provide training that will end to improve the services which a member was hired to perform, and be completed with a grade of "C" or better. Upon successful completion of the course(s) each semester, the member will initiate a claim of reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center. Tuition and required fees for traditional classroom courses shall not exceed tuition and required fees at Oklahoma State University or the University of Oklahoma for traditional classroom courses; tuition and required fees for online courses shall not exceed tuition and required fees for Oklahoma State University or the University of Oklahoma online courses.

ARTICLE XXVII WAGES

Section 27.01. All members of the bargaining unit shall receive wages according to Appendix A of this Agreement

Section 27.02. The following indicates both the classification and pay range of the positions covered by this Agreement:

<u>Classification</u>	<u>Pay Range</u>
Firefighter	01
Lieutenant	11
Captain	21
Deputy Fire Marshal	21 (D)
Training Officer	31 (D)
Battalion Chief	31
Fire Marshal	31 (D)

Section 27.03. During the first year of employment, a probationary firefighter will be employed at Step 1. Based on satisfactory performance he will be increased to Step 2 at the end of one (1) year of satisfactory employment.

Section 27.04. Each year, members on their anniversary date, shall be eligible for a merit increase unless they are at Step "7" of their pay classification range. For purposes of implementing the pay adjustment for 2016-17, Step 8 will not be effective until January 1, 2017.

Anniversary date for all members shall be their date of employment. Upon promotion to a higher rank the member's merit date becomes the date of promotion and their anniversary date will be used for longevity only. The merit increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation. In the event a member is demoted, the member's merit date becomes the date of the demotion and their anniversary date will be used for longevity only.

Upon promotion to Lieutenant, the Firefighter will go down one (1) step and back one (1) step. Promotion to Lieutenant will not be considered until the member has three (3) years on the job. The member is responsible for the initiation of the process to enroll in the next Lieutenant Academy.

Upon promotion to Captain or above the member shall go one (1) step down and one (1) step back from the current step that they hold. To obtain the rank of Captain the member must have five (5) years on the department before they can test. To make the rank of Battalion Chief: the member must have eight (8) years on the department before they can test. The Shawnee Fire Department Promotional Procedures will be used for additional criteria.

ARTICLE XXVIII

SAVINGS CLAUSE

Section 28.01. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; and to this end the provisions of this Agreement are severable.

Section 28.02. All amendments to this Agreement shall be numbered, dated, and signed by the City and the Union and shall be subject to the provisions of this Agreement unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become part of this Agreement as if specifically set forth herein.

Section 28.03. Any appendices to this Agreement shall be numbered, dated, and signed by the City and the Union and shall be subject to the provision of this Agreement unless the terms of said Appendices specifically delete or change a provisions of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

ARTICLE XXIX

MEDICAL EXAMINATIONS

Section 29.01. The City shall furnish physicals annually and will include testing for Hepatitis B, C, HIV and any other blood borne pathogens. Additional testing for the before mentioned will be done, as needed upon suspected exposure. Physicals will be mandatory for all personnel. These physicals will be scheduled on-duty by the Fire Chief's Office. The City will provide annual testing for tuberculosis to all personnel.

Section 29.02. The parties to this contract acknowledge and agree that upon the agreement among the International Association of Firefighters (IAFF), the International Association of Fire Chiefs (IAFC) and the ten cities participation in the Physical Fitness certification Program, the City and Union will implement the program for all firefighters covered by this agreement. The parties will mutually cooperate in implementing such program. A committee composed of the Fire Chief, the Deputy Fire Chief, the City Treasurer/Finance Director and three members selected by the Union will be created to provide suggestions to the Fire Chief with reference to the implementation of the program.

Section 29.03. Physical fitness test will be considered for incentive only and will not be used for any other purpose. This section will become effective once the requirements of Section 2 have been met.

Section 29.04. The City shall furnish mask fit testing for all employees annually. The testing will be scheduled on duty by the Fire Chief and shall be in compliance with current OSHA standards. Such testing is mandatory for all members.

Section 29.05. Any member who misses his scheduled medical physical or mask fit testing will be afforded one additional rescheduling on duty. If the member misses rescheduled time, he will be responsible for scheduling and completing each examination on his own time.

Section 29.06. The City agrees to provide Hepatitis B shots to members of the bargaining unit. Any member refusing the inoculation must do so in writing.

ARTICLE XXX

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 30.01. Policy Statement: The City of Shawnee recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol, and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours or while on City property or while using City equipment will be subject to discipline up to and including termination of employment.

Section 30.02. Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 30.03. Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.* (the "Act") as amended and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Page 40.

Section 30.04. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 30.05. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause to believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances :

- a. Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- b. Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol ;
- c. Receipt of a report of drug and/or alcohol use by an employee while at work;
- d. Information that an employee has tampered with drug and/or alcohol testing at any time.

- e. Negative job performance patterns by the employee; or
- f. Excessive or unexplained absenteeism or tardiness.

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

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

Section 30.06. Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post-accident testing.

Section 30.07. Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol.

Section 30.08. Periodic Scheduled Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty examination or in connection with the employee's return to duty from a leave of absence.

Section 30.09. Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 30.10. Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 30.11. Methods and Documentation: Collection. Storage, transportation, testing facilities, and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification, in a confidential setting of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy by asking for the "B" sample to be tested or by having another sample drawn. The employee must have the sample collected within one hour of the City's sample and such sample and retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 30.12. Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 30.13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 30.14. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 30.15. Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

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

Section 30.16. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test. Action taken will be subject to the CBA grievance procedure.

- a. Employees who approach the City 1 hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. .
- b. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

- c. Any future recurrence of abuse with the same or any other substance will result in termination of employment.
- d. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug and/or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

Section 30.17. Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 30.18. Responsibilities of Individuals: To comply with the provisions of this policy, each employee assumes the following responsibilities:

- a. **Working Under the Influence of Performance Impairing Medication:** Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to starting work.
- b. **Reporting to Work or Working While Impaired:** Employees may not report to work and may not continue to work while being impaired by any restricted substance identified in this policy.
- c. **Reporting Violations:** The services provided by certain employees are performed at times under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

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

IN WITNESS WHEREOF, the parties have set their hands this ____ day of June, 2016.

FOR THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

City Manager Justin Erickson

ATTEST

(SEAL)

City Clerk Phyllis Loftis

FOR THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 206

President Colt Forsythe

Attest:

Secretary Richard Stevenson

APPROVED AS TO FORM AND LEGALITY THE ____ DAY OF ____, 2016.

JOE VORNDRAN, City Attorney

APPENDIX A **EFFECTIVE July 1, 2016**

		1	2	3	4	5	6	7	8
Firefighter	01F	\$11.86	\$12.47	\$13.14	\$13.83	\$14.54	\$15.31	\$16.08	
Lieutenant	11F		\$14.78	\$15.55	\$16.36	\$17.22	\$18.09	\$18.99	\$19.94
Captain	21F		\$17.67	\$18.63	\$19.57	\$20.62	\$21.74	\$22.83	\$23.97
Battalion Chief	31F		\$19.57	\$20.58	\$21.67	\$22.80	\$23.99	\$25.19	\$26.45
Deputy Fire Marshal	21-D		\$26.01	\$27.42	\$28.84	\$30.35	\$31.99	\$33.59	\$35.27
Fire Marshal	31-D		\$28.72	\$30.29	\$31.90	\$33.57	\$35.32	\$37.09	\$38.94
Training officer	31-D		\$28.72	\$30.29	\$31.90	\$33.57	\$35.32	\$37.09	\$38.94

Regular Board of Commissioners

1. d.

Meeting Date: 07/18/2016

Req PD SUV's

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to purchase four (4) 2016 Ford Police Interceptor SUV's at the state bid price of \$44,751.93 each.

Attachments

Req PD SUV Memo



Shawnee Police Department

Chief Mason Wilson

P.O. Box 1448

Shawnee, Oklahoma 74802

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



TO : Mayor and City Commission
CC : Justin Erickson, City Manager

FROM : **Mason Wilson, Chief of Police**

SUBJECT : Police Vehicle Purchase Request

DATE : June 29, 2016

Request permission to purchase four (4) 2016 Ford police interceptor SUV's out of 2016-17 Capital Funds from Defender Supply. Vehicles can be purchased at State bid price of \$44,751.93 each will include all equipment and installation, making the total cost \$179,0007.72.

Bids were requested from 6 sources, only received 3 responses. Below is list of additional bids received. If you have any further questions please contact my office.

Smiles \$ 178,433.00 doesn't include watch guard system
Pursuit Safety Inc \$ 183,147.37
No response from local companies

Regular Board of Commissioners

1. e.

Meeting Date: 07/18/2016

Auth staff req Emer Mgt Vehicle

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

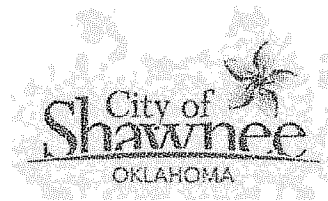
Authorize staff to purchase a Chevrolet Tahoe for Emergency Management from State Contract.

Attachments

EM Vehicle Req Memo

City of Shawnee

Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager *D. L.*
From: Donald D. Lynch, Emergency Management Director
Date: July 13, 2016
Re: Request to Purchase Vehicle via State Contract

NATURE OF THE REQUEST:

I am writing to request the Commission's approval to purchase a vehicle utilizing the State Contract for vehicle purchases.

STAFF ANALYSIS/ CONSIDERATIONS:

The State of Oklahoma Office of Management and Enterprise Service issued Statewide Contract SW035 which is valid through 9/14/2016. Municipal agencies are allowed to avail themselves of this contract.

I am requesting to purchase a 4- wheel drive Chevrolet Tahoe with Police Interceptor package. The 4 Wheel drive capability will allow the vehicle to be used during inclement weather especially snow and ice.

Because I also serve as the Emergency Management Director for Pottawatomie County, the higher vehicle clearance provided in the Tahoe will make the vehicle more able to negotiate some of our rural roads for emergency response and damage assessment operations.

BUDGET CONSIDERATION:

The state contract price with selected options is \$37,305. Attached is a quote from Hudiburg Chevrolet who was awarded the State Contract for this type vehicle.

The Manufacturer's Suggested Retail Price for this type vehicle is \$43,805 plus the cost of options. I have searched for prices for a comparable vehicle from local dealerships and found the price at Joe Cooper Chevrolet was \$ \$47,280 and the price at United Chevrolet in Seminole was \$52,915.

Damon Townsend

From: admin@hudifleet.com
Sent: Monday, July 11, 2016 9:33 AM
To: Damon Townsend
Subject: Here is the quote you requested

Chevrolet Tahoe Quote

Hudiburg Contact: Dee Roberson

Current Date: 07/11/2016

Quote is for:: CITY OF SHAWNEE

Contact Name:: DAMON

Contact Email:: DTOWNSEND@SHAWNEEOK.ORG

Contact Phone Number: 405-241-0737

Tahoe: White Tahoe \$34030

Floor Mats: add \$0 - Carpet

: add \$2,957 - 4WD Pursuit Package

: add \$158 - Additional Door Keys (Set of 2 Laser Cut)

: add \$75 - Additional Remotes (Set of 2 AMF)

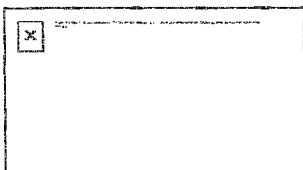
: add \$0 - Delete Middle of Front Seat (40/20/40 Split seat will delete the 20)

Additional Equipment not on the state contract: RUBBER FLOOR MATS

Price of equipment not on state contract: 85

Notes / Special Instructions:

Total Vehicle Price: \$37,305



Hudiburg Fleet Services

6000 Tinker Diagonal
Midwest City, OK 73110
(405)737-3389



Regular Board of Commissioners

1. f.

Meeting Date: 07/18/2016

Auth debris bids

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to solicit bids for debris management and debris monitoring services in case of disaster or emergency.

Attachments

Debris Removal Memo

City of Shawnee

Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager *D. L.*
From: Donald D. Lynch, Emergency Management Director
Date: July 13, 2016
Re: Request to Solicit Proposals for Debris Management Services

NATURE OF THE REQUEST:

I am writing to request permission for staff to solicit services from potential vendors to assist the City with both debris removal and contract work monitoring services in the event of a disaster or emergency.

STAFF ANALYSIS/ CONSIDERATIONS:

The City has historically solicited proposals for assistance with debris removal and monitoring contractors following major storms in which disaster declarations were given or that were of such significant scope and magnitude that public safety considerations provided for the need to remove debris from the public rights-of-way along City streets and roads.

Debris removal operations include the clearance, removal, and /or disposal of items such as trees, woody chips, sand, mud, silt, gravel, damaged building components, and wreckage produced by the disaster/emergency event and the response and recovery work for that event. The work must also be necessary to:

- Eliminate immediate threats or significant damage to public property or private property when the measures are cost effective
- Ensure the economic recovery of the affected community to the benefit of the community at-large
- Mitigate the risk to life and property by removing substantially damaged structures as needed to convert property acquired using FEMA hazard mitigation funds to uses compatible with open space, recreation, and wetlands management practices.

Monitoring debris removal operations is needed to ensure grant compliance, document eligible quantities removed and reasonable expenses, and to track the debris to its final disposition in compliance with all regulatory requirements.

A Pilot Program from the Federal Emergency Management Agency provides an additional incentive to jurisdictions receiving Federal recovery grants for debris removal if an approved Debris Management Plan is in place and service contracts have already been adopted so that the debris may be removed in a more expeditious manner than in previous disasters. We have an adopted/approved Debris Management Plan for the City.

Therefore, I am requesting to solicit proposals for both debris removal and for monitoring the debris removal operations to allow us to take advantage of the Pilot Program should we experience a qualifying disaster/emergency this year.

BUDGET CONSIDERATIONS:

Funding for these operations would come from the City Manager's Emergency spending authority under a declared emergency with ratification by the City Commission at their next meeting.

STAFF RECOMMENDATION:

Staff recommends approval of this request because it allows us to be prepared to more effectively handle these situations should the need arise.

Thank you for your favorable attention to this request.

Regular Board of Commissioners

1. g.

Meeting Date: 07/18/2016

Authorize HR pickup

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

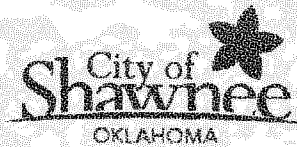
Title of Item for Agenda

Authorize staff to purchase a Silverado Crew Cab half ton pickup for Human Resources Safety Officer from State Contract.

Attachments

HR Vehicle Req Memo

City of Shawnee Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager
From: Tamera Johnson, HR Director
Date: July 13, 2016
Re: Request to Purchase Vehicle via State Contract

NATURE OF THE REQUEST:

I am writing to request the Commission's approval to purchase a vehicle utilizing the State Contract for vehicle purchases.

STAFF ANALYSIS/ CONSIDERATIONS:

The State of Oklahoma Office of Management and Enterprise Service issued Statewide Contract SW035 which is valid through 9/14/2016. Municipal agencies are allowed to avail themselves of this contract.

I am requesting to purchase a Silverado 1500 Crew Cab-four wheel drive. The 4 Wheel drive capability will allow the vehicle to be used during inclement weather especially snow and ice.

BUDGET CONSIDERATION:

The state contract price with selected options is 29,697. Additional options include bed cover, bed liner and light kit which would make the price a total of \$2,680.54. Attached is a quote from Hudiburg Chevrolet who was awarded the State Contract for this type vehicle.

The Equipment Services Superintendent obtained price quotes for a comparable vehicle from local dealerships and found the price at Joe Cooper Chevrolet was \$41,792 and United Motors in Seminole was a no bid.

Funding for this purchase is earmarked in the 2017 budget adopted by the Commission.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

Thank you for your favorable attention to this request.

Tamera Johnson

From: Damon Townsend
Sent: Monday, July 11, 2016 10:32 AM
To: Tamera Johnson
Subject: FW: Here is the quote you requested

From: admin@hudifleet.com [mailto:admin@hudifleet.com]
Sent: Monday, July 11, 2016 10:31 AM
To: Damon Townsend <DTownsend@shawneeok.org>
Subject: Here is the quote you requested

Chevrolet Silverado 1500 Quote

Hudiburg Contact: Ryan Roberson

Current Date: 07/11/2016

Quote is for:: CITY OF SHAWNEE

Contact Name:: DAMON

Contact Email:: DTOWNSEND@SHAWNEEOK.ORG

Contact Phone Number: 405-241-0737

Silverado 1500 Cab Type: Crew Cab \$25,478

: add \$2490 - Four Wheel Drive 4WD w/ skid plates

: add \$395 - Limited Slip/Locking Dif

: add \$450 - Upgrade Radio w/ Bluetooth & 7" Screen

: add \$375 - Hitch, Wiring and Receiver

: add \$225 - Husky Floor Mats (Front Only)

Number of additional keys \$185 /each:

Additional Equipment not on the state contract: PUSH BUTTON 4X4 NQH

Price of equipment not on state contract: 284

Notes / Special Instructions:

Total Vehicle Price: \$29,697



Hudiburg Fleet Services
Your Fleet. Your Service. Your Success.

Hudiburg Fleet Services
6000 Tinker Diagonal
Midwest City, OK 73110
(405)737-3389

SMILES Public Safety Store

Shawnee, OK 74801

Estimate

Date	Estimate #
7/13/2016	107

Name / Address
City of Shawnee Shawnee, OK 74802-1848 Central Garage

			Project
Description	Qty	Rate	Total
RayZR Light Stick 8 Head (12-24VDC) Amber	1	319.80	319.80T
6 Diode Surface Mount Amber White	4	73.065	292.26T
HEIGHT/ANGLE ADJUSTABLE BRACKET FOR RayZR	2	19.50	39.00T
6 Diode Multi Mount Amber	2	83.76	167.52T
Labor	4.5	60.00	270.00T
		Subtotal	\$1,088.58
		Sales Tax (0.0%)	\$0.00
		Total	\$1,088.58

SMILES Public Safety Store

Shawnee, OK 74801

Estimate

Date	Estimate #
7/13/2016	109

Name / Address

City of Shawnee
Shawnee, OK 74802-1848
Central Garage

Project

Description	Qty	Rate	Total
Retrax ONE rollup bed cover for 5.8 foot bed	1	1,155.96	1,155.96T
tailgate seal kit	1	29.00	29.00T
		Subtotal	\$1,184.96
		Sales Tax (0.0%)	\$0.00
		Total	\$1,184.96

Tamera Johnson

From: Damon Townsend
Sent: Wednesday, July 13, 2016 11:13 AM
To: Tamera Johnson
Cc: Terry Cook
Attachments: Est_109_from_SMILES_Public_Safety_Store_13024.pdf

The bed liner is \$455.00 Line X .

The nerf bars are \$255.00 install at sun master.

Joe Cooper

2016 SILVERADO 1500 371 AND LT CREW GENERAL MOTORS LLC
 GAZ SUMMIT WHITE /V8G
 HOU JET BLACK REMAINDER CENTER
 ORDER NO. T02H7C/TRE STOCK NO. DETROIT MI 48243-1114
 VIN 1GC CKR6 C6 60273503 VEHICLE INVOICE 10245065197
 *****344*****13*057888
 MODEL & FACTORY OPTIONS MSRP MY AMT. RETAIL - STOCK
 CR15743 SILVERADO 1500 371 AND LT 45178.00 42000.18 INVOICE 03/22/16
 CEN 7,500 LB GVW RATING N/C N/C SHIPPED 03/22/16
 FRY 50-STATE EMISSIONS N/C N/C EXD I/T 04/06/16
 GUS REAR AXLE 3.42 RATIO N/C N/C EXT COM 04/06/16
 I06 CHEVROLET MYLINK AUDIO SYSTEM 495.00 459.45 PRG BFF 03/22/16
 W/ 8" DIAGONAL COLOR TOUCH KEYS XXXXX XXXXX
 AND NAVIGATION WFF-S QTR OPT-1
 APPLE CARPLAY CAPABILITY BANK: TOYOTA FIMA
 PROVIDED BY APPLE. AVAILABLE CNU-TO 09-789
 WITH COMPATIBLE SMARTPHONES
 (REPLACES STD. AUDIO SYSTEM) SHIP WT: 5419
 L83 ENGINE, 3.6L V8 ECOTEC N/C N/C HP: 45.7
 MYC TRANSMISSION, 8 SPD AUTOMATIC N/C N/C GVWR: 7200
 F00 ALL STAR EDITION 1410.00 1289.10 GAWH.FT: 3950
 * PWR SEAT ADJUSTER, DRIVER GAWH.WK: 3950
 * AIR CONDITIONING, EMPLOY: 42871.56
 DUAL ZONE CLIMATE CONTROL SUPPLY: 44599.75
 * STEERING COLUMN, HTR: 1/2
 TILT & TELESCOPING WDWING: 2632.09
 * REMOTE VEHICLE START SUPPLY: 903.80
 * REAR VISION CAMERA
 * REAR WINDOW DEFROSTER
 * POWER OUTLET, 110-VOLT AC
 VAN FLOOR MATS, ALL WEATHER FRONT 180.00 145.60
 AND REAR (DEALER INSTALLED)
 10% ALL STAR EDITION PACKAGE 750.00- 682.50-
 DISCOUNT

TOTAL MODEL & OPTIONS 46485.00 43204.78 ACT 717 43805.20
 DESTINATION CHARGE 1195.00 1195.00 R/S 261 1394.55
 DEALER LMR CONTRIBUTION 464.85 ADV 281 464.85
 LMR GROUP CONTRIBUTION 464.85 REP 428 464.85

TOTAL 47680.00 46929.45 PAY 110 45329.45
 MEMO: TOTAL LESS HOLDBACK AND
 APPROX WHOLESALE FINANCE CREDIT 43257.35

 INVOICE DOES NOT REFLECT DEALER'S INTIMATE COST BECAUSE OF MANUFACTURER
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLES.

BOY'S CHEVROLET CADILLAC, LLC

44599
 4000 Rebat
 698 #/B

41297
 495

41792

Vehicle Locator

JOE COOPER CHEVROLET CADILLAC OF SHAWNEE, LLC
3303 N HARRISON
SHAWNEE, OK 74804
Phone: 405-275-0406
Fax: 405-878-9660

Model Year: 2016	Event Code: 5000-Delivered to Dealer
Make: Chevrolet	Order #: TGD7C
Model: 1500 Silverado	MSRP: \$47,680.00
CK15743-4WD, Crew Cab	
PEG: 2LT-2LT Preferred Equipment Group	Order Type: TRE-Retail Stock
Primary Color: GAZ-Summit White	Stock #: N/A
Trim: HDU-Cloth, Jet Black, Interior Trim	Inventory Status: Available
Engine: L83-Engine: 5.3L, V-8, SIDI, Active Fuel Mgt	Total Cash Allowance: Not Available
Transmission: MYC-6-Speed Automatic	

Additional Vehicle Information

15Z-ALL STAR EDITION PACKAGE DISCOUNT	\$-730.00
IO6-Radio, Nav, 8" Color Screen, Bluetooth, w/ USB Port	\$495.00
PDU-AR-Star Edition	\$1,410.00
VAV-LPO - All Weather Floor Mats	\$160.00

G5Z-GVW Rating 7200 Lbs
FE9-Federal Emissions
GU8-Rear Axle, 3.42 Ratio
L83-Engine: 5.3L, V-8, SIDI, Active Fuel Mgt
MYC-6-Speed Automatic

Tamera Johnson

From: Damon Townsend
Sent: Wednesday, July 13, 2016 2:32 PM
To: Tamera Johnson
Subject: bids

I would put United Motors as a no bid.

Thank you,
Damon Townsend
Fleet Manager
City of Shawnee
dtownsend@shawneeok.org
(405) 273-1950 Office
(405) 878-1582 Fax



Office of Fleet Management

Regular Board of Commissioners

1. h.

Meeting Date: 07/18/2016

Authorize slope mower

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to solicit bids for a remote control slope mower.

Attachments

Slope Mower Req Memo



Office of the Director of Operations

Date: July 12, 2016, 2016
To: Mayor and City Commissioners
From: Geoff Garner, Deputy Director of Operations

RE:

Nature of the Request: Solicit bids to replace remote control slope mower.

Staff Analysis, Considerations: Current slope mower is inoperable. Parts are no longer available in the United States. New mower is needed for the safety of employees. Most of the slopes maintained by the Parks Department are too steep for a tractor or occupied mower.

Recommendation: Replace inoperable slope mower with a new remote control slope mower manufactured in the United States.

Budget Consideration: \$30,000 from capital account 3015-0940-5450 709 0940-53. Remainder of balance will come from the SMA fund.

Regular Board of Commissioners**1. i.**

Meeting Date: 07/18/2016

Ackn Cert of Votes 06-28-2016 election

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Official Certificate of Votes from the June 28, 2016 election for Ward 1 Commissioner (unexpired term), Ward II Commissioner and Ward III Commissioner.

AttachmentsCert of Votes 06-28-2016 Election

OFFICIAL CERTIFICATE OF VOTES
POTTAWATOMIE COUNTY, OKLAHOMA
JUNE 28, 2016

7/1/2016 4:58 PM

CITY OF SHAWNEE
FOR WARD TWO COMMISSIONER CITY OF SHAWNEE

Precinct	RON GILLHAM SR.	LINDA AGE
POTTAWATOMIE COUNTY PCT 630001	0	1
POTTAWATOMIE COUNTY PCT 630002	74	115
POTTAWATOMIE COUNTY PCT 630003	157	167
POTTAWATOMIE COUNTY PCT 630006	110	151
POTTAWATOMIE COUNTY PCT 630007	157	187
POTTAWATOMIE COUNTY PCT 630009	64	83
POTTAWATOMIE COUNTY PCT 630011	257	182
POTTAWATOMIE COUNTY PCT 630012	217	215
POTTAWATOMIE COUNTY PCT 630013	429	252
POTTAWATOMIE COUNTY PCT 630015	209	214
POTTAWATOMIE COUNTY PCT 630018	202	169
POTTAWATOMIE COUNTY PCT 630022	27	31
POTTAWATOMIE COUNTY PCT 630024	9	4
POTTAWATOMIE COUNTY PCT 630025	15	40
POTTAWATOMIE COUNTY PCT 630026	6	3
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	1,933	1,814

OFFICIAL CERTIFICATE OF VOTES
POTTAWATOMIE COUNTY, OKLAHOMA
JUNE 28, 2016

7/1/2016 4:58 PM

CITY OF SHAWNEE
FOR WARD THREE COMMISSIONER CITY OF SHAWNEE

Precinct	JAMES HARROD	KELLI GRAY McCULLAR
POTTAWATOMIE COUNTY PCT 630001	0	1
POTTAWATOMIE COUNTY PCT 630002	76	113
POTTAWATOMIE COUNTY PCT 630003	142	186
POTTAWATOMIE COUNTY PCT 630006	118	143
POTTAWATOMIE COUNTY PCT 630007	151	193
POTTAWATOMIE COUNTY PCT 630009	63	87
POTTAWATOMIE COUNTY PCT 630011	285	158
POTTAWATOMIE COUNTY PCT 630012	253	184
POTTAWATOMIE COUNTY PCT 630013	443	241
POTTAWATOMIE COUNTY PCT 630015	177	248
POTTAWATOMIE COUNTY PCT 630018	194	180
POTTAWATOMIE COUNTY PCT 630022	35	25
POTTAWATOMIE COUNTY PCT 630024	8	4
POTTAWATOMIE COUNTY PCT 630025	13	43
POTTAWATOMIE COUNTY PCT 630026	6	3
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	1,964	1,809

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 28, 2016

CITY OF SHAWNEE

FOR WARD ONE COMMISSIONER (UNEXPIRED TERM) CITY OF SHAWNEE

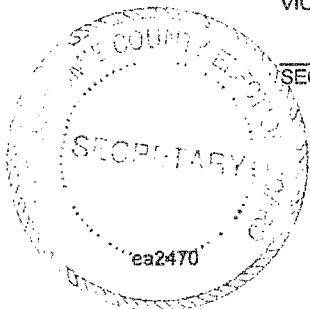
Precinct	WILLIAM D. KIRKLAND	DUB BUSHONG	TANA GAMBLE
POTTAWATOMIE COUNTY PCT 630001	0	0	1
POTTAWATOMIE COUNTY PCT 630002	49	81	53
POTTAWATOMIE COUNTY PCT 630003	84	151	86
POTTAWATOMIE COUNTY PCT 630006	64	127	67
POTTAWATOMIE COUNTY PCT 630007	101	164	75
POTTAWATOMIE COUNTY PCT 630009	40	69	34
POTTAWATOMIE COUNTY PCT 630011	77	295	64
POTTAWATOMIE COUNTY PCT 630012	82	266	78
POTTAWATOMIE COUNTY PCT 630013	111	486	82
POTTAWATOMIE COUNTY PCT 630015	96	217	103
POTTAWATOMIE COUNTY PCT 630018	87	206	75
POTTAWATOMIE COUNTY PCT 630022	13	29	15
POTTAWATOMIE COUNTY PCT 630024	0	12	1
POTTAWATOMIE COUNTY PCT 630025	17	13	23
POTTAWATOMIE COUNTY PCT 630026	4	4	1
POTTAWATOMIE COUNTY PCT 630029	0	0	0
Total:	825	2,120	758

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD,
STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND
CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 6/28/2016. RESULTS OF SAID
ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 1st DAY OF JULY, 2016.

CHAIRMAN

VICE-CHAIRMAN

SECRETARY



Regular Board of Commissioners

1. j.

Meeting Date: 07/18/2016

Violence MOU

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Violence MOU Memo

Violence MOU



Shawnee Police Department

Chief Mason Wilson

P.O. Box 1448

Shawnee, Oklahoma 74802

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



TO : Mayor and City Commission
CC : Justin Erickson, City Manager

FROM : **Mason Wilson, Chief of Police**

SUBJECT : MOU with DA Office

DATE : July 13, 2016

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

MEMORANDUM OF UNDERSTANDING

STOP Violence Against Women Grant

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

This MOU covers the period of January 1, 2017 to December 31, 2017. Pursuant to this agreement each party shall perform in like manner according to the requirements listed below.

Shawnee Police Department shall:

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

District Attorney's Office shall:

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

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

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

City Manager

ATTEST:

City Clerk

District Attorney

Date

Regular Board of Commissioners

1. k.

Meeting Date: 07/18/2016

Budget Amd 302

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 302

To amend budget for street projects that were not completed in FY15-16

Attachments

Budget Amd 302 Fund

City of Shawnee
Budget Amendment
FUND 302
July 18, 2016

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	4855			Capital Prj Particiaption	-	42,300.00	42,300.00
302	3001			transfer from reserves	6,953,231.54	3,445,674.54	3,507,557.00
				Total	-	3,487,974.54	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	5-0810-5420	0810-01		Capital Outlay	500,838.00	42,300.00	543,138.00
302	5-0930-5480			Capital Outlay- Centracs Upgrade	150,000.00	79,340.00	229,340.00
302	5-0930-5480			Capital Outlay-Traffic Impact	229,340.00	10,500.00	239,840.00
302	5-0820-5482			Capital Outlay-Main Street Project	1,462,454.00	1,992,640.40	3,455,094.40
302	5-0810-5420			Capital Outlay-Sidewalks	472,838.00	311,550.00	784,388.00
302	5-0810-5420			Capital Outlay-Sidewalks union street	784,388.00	125,750.14	910,138.14
302	5-0850-5480			Capital Outlay-Rehab Ashpalt	1,330,000.00	588,144.00	1,918,144.00
302	5-0850-5480			Capital Outlay-Rehab Concrete	1,918,144.00	337,750.00	2,255,894.00
					-	-	
					6,848,002.00	3,487,974.54	

Approved by the City Commission this
07/18/2016

Explanation of Budget Amendment:
To amend budget for street projects that were
not completed in 15-16

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Detail for budget amendment

Revenues

Capital Project Participation	\$ 42,300.00	Received check in May 2016 for Shawnee Trails system
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Expenses

302-5-0930-5480	\$ 79,340.00	Centrac Upgrade (traffic signal program)
302-5-0930-5480	\$ 10,500.00	Traffic impact study
302-5-0820-5482	\$ 1,992,640.40	Streetscape Project
302-5-0810-5420	\$ 311,550.00	ADA Ramps projects
302-5-0810-5420	\$ 125,750.14	Union Street Sidwalk Project
302-5-0850-5480	\$ 588,144.00	Rehab asphalt project awarded 6/20
302-5-0850-5480	\$ 337,750.00	Rehab concrete project awarded 06/06

Regular Board of Commissioners

1. I.

Meeting Date: 07/18/2016

Budget Amd CDBG

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – 2016 CDBG Entitlement Grant Fund

Allocate remaining 2015-2016 grant funds for CDBG for new fiscal year

Attachments

Budget Amd CDBG Fund

July 20, 2016

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
190	4101			Federal Grant Revenue	-	358,903.40	358,903.40
190	4830			Program Income	-	50,000.00	50,000.00
190	4850			Processing Fees - Legal	-	1,000.00	1,000.00
				Total		409,903.40	409,903.40

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance	Amount of	Balance
					Before Amendment	Amendment Increase (Decrease)	After Amendment
190	5.1410.5101		14105101	Admin - Regular Salaries	-	-	-
190	5.1410.5102		14105102	Admin - Overtime	-	500.00	500.00
190	5.1410.5103		14105103	Admin-part-time		25,000.00	25,000.00
190	5.1410.5104		14105104	Admin - Longevity	-	406.00	406.00
190	5.1410.5111		14105111	Admin - FICA	-	1,606.17	1,606.17
190	5.1410.5112		14105112	Admin - Medicare	-	387.00	387.00
190	5.1410.5113		14105113	Admin - Health Insurance	-	4,800.00	4,800.00
190	5.1410.5114		14105114	Admin - Life Insurance	-	96.00	96.00
190	5.1410.5115		14105115	Admin - OMRF	-	2,206.00	2,206.00
190	5.1410.5201		14105201	Office & Computer Supplies	-	1,500.00	1,500.00
190	5.1410.5220		14105220	Tools & Minor Equipment	-	50.00	50.00
190	5.1410.5250		14105250	Other Materials & Supplies	-	500.00	500.00
190	5.1410.5303		14105303	Repair & Maintenance-Equipme	-	50.00	50.00
190	5.1410.5304		14105304	Repair & Maintenance-Vehicle	-	400.00	400.00
190	5.1410.5310		14105310	Legal Services	-	100.00	100.00
190	5.1410.5325		14105325	Telephone	-	500.00	500.00
190	5.1410.5328		14105328	Copy Usage	-	1,200.00	1,200.00
190	5.1410.5329		14105329	Postage & Shipping	-	1,700.00	1,700.00
190	5.1410.5339		14105339	Other Contractual Services	-	2,500.00	2,500.00
190	5.1410.5349		14105349	Books & Subscriptions	-	100.00	100.00
190	5.1410.5354		14105354	Printing	-	1,000.00	1,000.00
190	5.1410.5356		14105356	Land & Building Rental	-	11,724.00	11,724.00
190	5.1420.5101		14205101	Rehab - Regular Salaries	-	55,000.00	55,000.00
190	5.1420.5102		14205102	Rehab - Overtime	-	1,500.00	1,500.00
190	5.1420.5104		14205104	Rehab - Longevity	-	1,404.00	1,404.00
190	5.1420.5111		14205111	Rehab - FICA	-	7,430.00	7,430.00
190	5.1420.5112		14205112	Rehab - Medicare	-	1,737.00	1,737.00
190	5.1420.5113		14205113	Rehab - Health Insurance	-	8,732.00	8,732.00
190	5.1420.5114		14205114	Rehab - Life Insurance	-	95.00	95.00
190	5.1420.5115		14205115	Rehab - OMRF	-	13,567.00	13,567.00
190	5.1420.5370		14205370	Housing Rehabilitation	-	264,113.23	264,113.23
						409,903.40	409,903.40

Approved by the City Commission this

Explanation of Budget Amendment:

Allocate remaining 2015-2016 grant funds for CDBG for new fiscal year

Approved:

Mayor

Attest:

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

City Clerk

Regular Board of Commissioners

3.

Meeting Date: 07/18/2016

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Mary Palacios, Municipal Court.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 07/18/2016

Agee Resignation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to accept resignation of Ward 2 Commissioner Linda Agee.

Attachments

Agee Resignation

From: Linda Agee <agee.linda@yahoo.com>

Date: June 28, 2016 at 8:52:29 PM CDT

To: Justin Erickson <jerickson@shawneeok.org>

Cc: Vicky Misa <vicky.misa@news-star.com>, Johanna Ray <nuthinnu4@gmail.com>

Subject: Election Results

Reply-To: Linda Agee <agee.linda@yahoo.com>

Justin:

I just saw the final election results for the municipal election and it appears that Ron Gillham has won the Ward 2 seat. I am disappointed but more than that, I wish to honor the vote of the people and let Mr. Gillham begin serving as soon as possible. Therefore, please accept this e-mail as my official resignation, effective immediately. If you need anything more official, please let me know.

It has been a real pleasure working with you and I hope we can continue working together to revitalize downtown Shawnee.

Thank You,

Linda Agee
(405) 420-2135

Regular Board of Commissioners

5.

Meeting Date: 07/18/2016

Gillham Appointment

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to appoint Ronald Gillham to the Ward 2 City Commission seat vacated by Linda Agee.

Attachments

No file(s) attached.

Regular Board of Commissioners

6.

Meeting Date: 07/18/2016

Swearing in Gillham

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Swearing in of Ronald Gillham as Ward 2 Commissioner.

Attachments

No file(s) attached.

Regular Board of Commissioners

7.

Meeting Date: 07/18/2016

Avedis Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Michelle Briggs, President/CEO of Avedis Foundation.

Attachments

No file(s) attached.

Regular Board of Commissioners

8.

Meeting Date: 07/18/2016

Occupancy Surcharge Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider an ordinance authorizing the calling and holding of an election for the purpose of submitting to the voters the question of amending the present hotel/motel surcharge to seven and one-half percent (7.5%) or one dollar (\$1.00), whichever is higher.

Attachments

Occupancy Tax Memo

Occupancy Tax Ord



Office of the City Manager

AGENDA: July 18, 2016

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Discussion Regarding Hotel/Motel Tax (Occupancy Surcharge)**

BACKGROUND

Like many cities, lodging facilities in the City of Shawnee are levied an occupancy surcharge. The current rate is five-percent. Approximately, \$525,000 is generated annually from this fee. At present, 94% of the funds go to Visit Shawnee, Inc. by contract to support tourism-related activities. The surcharge was last raised in 2004.

Pursuant to City Code, the funds shall be used as follows:

Sec. 25-234. - Use of funds.

Funds collected pursuant to this article shall be set aside and used exclusively for one or more of the following purposes:

- (1) Encouraging, promoting and fostering visitor and tourism conventions, conferences and tourism development in the city.
- (2) Solicitation of visitor attractions, events, tourism, conferences, conventions and meetings in the city.

Monies received from the surcharge vary year-to-year depending on lodging rates and occupancy. Here is a five-year summary of collections:

FY 15-16: \$510,000 (estimate)
FY 14-15: \$505,637
FY 13-14: \$578,275
FY 12-13: \$561,558
FY 11-12: \$472,589

Tax Comparison

The City tax rate is the lowest in the region, but the overall rate is comparable to neighboring jurisdictions, because of a high County tax rate (Table 1).

Table 1: Regional Sales Tax Comparison

CITY	STATE SALES TAX	CITY SALES TAX	COUNTY SALES TAX	TOTAL
Shawnee	4.5%	3.0%	1.495%	8.995%
Oklahoma City	4.5%	3.875%	--	8.375%
Edmond	4.5%	3.75%	--	8.25%
Norman	4.5%	4.0%	.25%	8.75%
Moore	4.5%	3.75%	.25%	8.50%
Midwest City	4.5%	3.85%	--	8.35%
Del City	4.5%	3.5%	--	8.0%
Seminole	4.5%	4.0%	1.25%	9.75%

In terms of lodging taxes, the current rate within Shawnee is consistent with the regional average (Table 2). With the additional County tax of .495 set to go into effect on July 1, the overall rate in Shawnee will be at the top of the region for hotel/motel stays.

The Grand Hotel Casino Resort has an occupancy tax of 7.77%. Statewide, many Cities have lodging tax rates set at between seven and eight percent. Examples include: Ponca City: 8.0%, Sand Springs: 7.0%, Perry: 8.0%, and Muskogee: 8.0%.

Table 2: Lodging Taxes and Total Tax Rate

CITY	TOTAL SALES TAX	LODGING TAX	TOTAL
Shawnee	8.995%	5.0%	13.995%
Oklahoma City	8.375%	5.5%	13.875%
Edmond	8.25%	4.0%	12.25%
Norman	8.75%	5.0%	13.75%
Moore	8.50%	5.0%	13.50%
Midwest City	8.35%	5.0%	13.35%
Del City	8.0%	3.5%	11.5%
Seminole	9.75%	4.0%	13.75%

CONCLUSION

An increase to the Occupancy Surcharge could provide critical funding for tourism-related events and activities. Each one-percent increase in surcharge would raise approximately \$100,000 annually. Staff recommends that the Commission approve an increase of between two-and-three percent, so that there is enough money to make a substantive impact.

To make the November 8 election, the Commission will need to take action by August 1.

The attached documents and associated agenda items provide for the authorizations necessary to call the election and effectuate the change if approved by voters. The tax increase would not be effective until April 1, 2017. The proposed rate is 7.5% (an increase of 2.5%), but that can be adjusted up or down by the Commission. If approved by the Commission and voters, the new funds would be allocated annually as part of the budget process, just as the current funds are today.

ORDINANCE NO. 2583NS

AN ORDINANCE AMENDING THE PRESENT HOTEL OCCUPANCY SURCHARGE; AMENDING SECTIONS 25-226, 25-228 AND 25-229, DIVISION 1, ARTICLE IV OF CHAPTER 25 OF THE CODE OF THE CITY OF SHAWNEE; CHANGING ARTICLE TITLE; SETTING EFFECTIVE DATE OF THE ORDINANCE AS JULY 18, 2016; REQUIRING APPROVAL OF ORDINANCE BY MAJORITY OF REGISTERED VOTERS VOTING AT AN ELECTION HELD FOR SUCH PURPOSE AS PROVIDED BY LAW; AMENDING SECTION 25-266, DIVISION 2, ARTICLE IV OF CHAPTER 25 OF THE CODE OF THE CITY OF SHAWNEE; AMENDING THE OCCUPANCY SURCHARGE UPON THE SERVICE OF FURNISHING ROOMS BY HOTELS OR MOTELS WITHIN THE CITY TO 7.5% UPON THE GROSS RECEIPTS OF EACH OCCUPANCY OR ONE DOLLAR (\$1.00) PER OCCUPIED ROOM PER NIGHT, WHICHEVER IS GREATER; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. AMENDATORY. That Section 25-226, Division 1, Article IV of Chapter 25 of the Code of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

This article shall be known and cited as the "City of Shawnee Occupancy Surcharge Ordinance of 2016," and is referred to herein as "this Article."

SECTION 2. AMENDATORY. That Section 25-228, Division 1, Article IV of Chapter 25 of the Code of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

This article shall become and be effective on or after July 18, 2016, subject to the approval of the registered voters of the City voting on this article in the manner prescribed by law. Upon approval by the voters as required in this Section, this Article shall remain in effect and not be replaced unless repealed by a majority of registered voters of the City voting to repeal this Article in the manner as required by its approval.

SECTION 3. AMENDATORY. That Section 25-229, Division 1, Article IV of Chapter 25 of the Code of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

The people of the City, by their approval of this Article at the election provided in Section 25-228 authorize the City Commission, by Ordinance duly enacted, to make such administrative and technical changes or additions in the method and manner of administering and enforcing this Article as may be necessary or proper for efficiency and fairness, except that the rate of the surcharge provided in this Article shall not be changed without approval by the qualified city voters, as provided by law.

SECTION 4. AMENDATORY. That Section 25-266, Division 2, Article IV of Chapter 25 of the Code of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

There is levied an occupancy surcharge of seven and one-half percent (7.5%) upon the gross receipts from all occupancy of hotel and motel rooms, or one dollar (\$1.00) per occupied room per night for said occupancy, whichever is greater, within the City, except that the surcharge shall not be assessed where an occupant rents the room for a period in excess of thirty (30) days. This surcharge shall be in addition to any existing sales taxes imposed by the City or the State.

SECTION 5. SEVERABILITY: The provisions above are hereby declared to be severable and if any section, paragraph, sentence or clause of this ordinance is for any reason held invalid or inoperative by any Court of competent jurisdiction, such decision shall not affect any other section, paragraph, sentence or clause hereof.

PASSED AND APPROVED this 18th day of July, 2016.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this 18th day of July, 2016.

JOSEPH VORNDRAH
CITY ATTORNEY

Regular Board of Commissioners**9.**

Meeting Date: 07/18/2016

Occupancy Surcharge Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Consider a resolution calling for the holding of a special election November 8, 2016 for the purpose of adopting Ordinance No. 2583NS amending the present hotel/motel surcharge to seven and one-half percent (7.5%) of gross receipts or one dollar (\$1.00) per rental day, whichever is greater, as defined by ordinance; providing for said election to be conducted by the Pottawatomie County Election Board; providing for voting by absentee ballot and fixing the effective date of the ordinance as the first day of April, 2017.

AttachmentsOccupancy Tax Reso

RESOLUTION NO. _____

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF ADOPTING AN ORDINANCE AMENDING THE PRESENT HOTEL-MOTEL OCCUPANCY SURCHARGE LEVIED AND ASSESSED FROM FIVE PERCENT (5%) OF GROSS RECEIPTS FROM ALL OCCUPANCY OF HOTEL-MOTEL ROOMS OR ONE DOLLAR (\$1.00) PER RENTAL DAY ON HOTELS AND MOTELS AS DEFINED BY ORDINANCE OR WHICHEVER IS GREATER, TO SEVEN AND ONE-HALF PERCENT (7.5%) OF GROSS RECEIPTS FROM ALL OCCUPANCY OF HOTEL-MOTELS ROOMS OR ONE DOLLAR (\$1.00) PER RENTAL DAY ON HOTELS AND MOTELS AS DEFINED BY ORDINANCE OR WHICHEVER IS GREATER; PROVIDING FOR SAID ELECTION TO BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; AND PROVIDING FOR VOTING BY ABSENTEE BALLOT.

WHEREAS, the City of Shawnee has determined that tourism development and the attraction of conventions are beneficial goals to help increase the quality of life of its citizens, and

WHEREAS, the City of Shawnee has previously established a hotel-motel surcharge ordinance to help fund these projects; and

WHEREAS, the City of Shawnee has determined that the present hotel-motel surcharge is not sufficient in assisting in tourism development and the attraction of conventions; and

WHEREAS, the City of Shawnee has proposed and adopted an ordinance amending said hotel-motel surcharge from five percent (5%) of the gross receipts from all occupancy of hotel-motel rooms or one dollar (\$1.00) per night per rental day, whichever is greater, to seven and one-half percent (7.5%) of the gross receipts from all occupancy of hotel-motel rooms or one dollar (\$1.00) per night per rental day on hotels-motels as defined by ordinance, whichever is greater, and

WHEREAS, said ordinance cannot become law without an election being set and a favorable vote by more than one-half of the voters taking part in said election.

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

Section 1. Call for Election.

That the question be set for election on the 8th day of November, 2016, to allow the electorate of the City of Shawnee, Oklahoma to vote whether or not to adopt the proposed amended Shawnee Hotel-Motel Occupancy Surcharge Ordinance, pursuant to 26 O.S. §2001 Section 13-103 and 68 O.S. 2001, Section 2705.

Section 2. Purpose of Election.

That the question to be voted on in said election will be to determine if the City of Shawnee will adopt an Ordinance amending the present hotel-motel occupancy charge of five percent (5%) of the gross receipts from all occupancy of hotel-motel rooms or one dollar (\$1.00) per night per rental day on hotels-motels as defined by city ordinance, whichever is greater, to seven and one-half percent (7.5%) of the gross receipts from all occupancy of hotel-motel rooms or one dollar (\$1.00) per night per rental day on hotels-motels as defined by city ordinance, whichever is greater.

Section 3. Conduct of Election.

The County Election Board shall prepare all ballots and conduct the election provided for herein in the manner set forth in accordance with the Charter of the City of Shawnee and the laws of the State of Oklahoma.

The polls of said election shall be open at 7:00 o'clock a.m., and shall remain open continuously until and be closed at 7:00 o'clock p.m. on the designated day.

Section 4. Absentee Ballots.

Registered, qualified electors may vote in said election 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 described by the general election laws of the State of Oklahoma relating to voting by absentee ballot.

PASSED AND APPROVED this ____ day of July, 2016

Wes Mainord, Mayor

ATTEST:

Phyllis Loftis, CMC, City Clerk

(SEAL)

Regular Board of Commissioners

10.

Meeting Date: 07/18/2016

Occupancy Surcharge Ballot

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider approval of ballot to be submitted to Election Board.

Attachments

Occupancy Tax Ballot

OFFICIAL MUNICIPAL QUESTION BALLOT
GENERAL ELECTION, NOVEMBER 8, 2016
City of Shawnee, Pottawatomie County, Oklahoma

PROPOSITION

“SHALL ORDINANCE NO. _____ NS, ADOPTED ON THE _____
DAY OF _____, 2016, BE APPROVED, WHICH AMENDS
THE PRESENT HOTEL-MOTEL OCCUPANCY SURCHARGE AS
FOLLOWS:

FROM: FIVE PERCENT (5%) UPON THE GROSS RECEIPTS
FROM OCCUPANCY OF HOTEL AND MOTEL ROOMS IN THE
CITY OF SHAWNEE, OKLAHOMA, OR ONE DOLLAR (\$1.00)
PER RENTAL DAY UPON THE OCCUPIED HOTEL AND
MOTEL ROOMS IN THE CITY OF SHAWNEE, OKLAHOMA,
WHICHEVER IS GREATER.

TO: SEVEN AND ONE-HALF PERCENT (7.5%) UPON THE
GROSS RECEIPTS FROM OCCUPANCY OF HOTEL AND
MOTEL ROOMS IN THE CITY OF SHAWNEE, OKLAHOMA, OR
ONE DOLLAR (\$1.00) PER RENTAL DAY UPON THE
OCCUPIED HOTEL AND MOTEL ROOMS IN THE CITY OF
SHAWNEE, OKLAHOMA, WHICHEVER IS GREATER.

AND FIXES AN EFFECTIVE DATE OF THE ORDINANCE AS
THE _____ DAY OF _____, 2016.

_____ YES – FOR THE PROPOSITION

_____ NO – AGAINST THE PROPOSITION

Regular Board of Commissioners

11.

Meeting Date: 07/18/2016

Sunday Liquor Sales Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action on a resolution asking the Pottawatomie County Commissioners to place before the voters a ballot title permitting the Sunday sale of alcoholic beverages in restaurants.

Attachments

Sunday Liquor Reso

RESOLUTION NO. _____

A RESOLUTION ENCOURAGING AND REQUESTING THE POTTAWATOMIE COUNTY COMMISSIONERS TO PLACE BEFORE THE VOTERS OF THE COUNTY A BALLOT QUESTION ALLOWING THE SUNDAY SALE OF ALCOHOLIC BEVERAGES AT RESTAURANTS IN THE COUNTY

WHEREAS, the livelihood of both the City and County are dependent on retail sales, which allows for improvements that both the City and County undertake that are for the greater good of all citizens; and

WHEREAS, that Shawnee's largest restaurants are not able to compete with other restaurants in the metropolitan areas; and

WHEREAS, that by allowing the area's restaurants to fully compete in all of their beverage selections would not only help raise the income levels of those affected businesses, but would also directly add to the sales tax collections of both the City and County, which in turn would allow for additional quality of life investments for the residents of the City and County.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Commissioners of the City of Shawnee request that the Pottawatomie County Commissioners place on the General Election Ballot a question to the voters that would allow for alcoholic beverage sales on Sundays at restaurant locations;

PASSED AND APPROVED this _____ day of _____, 2016.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Regular Board of Commissioners

12.

Meeting Date: 07/18/2016

S14-16 Shawnee Park

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Shawnee Park Addition located on the south side of Transportation Drive, east of North Harrison Street. Case No. S14-16. Applicant: Zimmerman Properties Development, LLC (*Deferred by Planning Commission to August 3, 2016 meeting*)

Attachments

S14-16 Shawnee Park Final Plat Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Zimmerman Properties Development, LLC
FOR: Final Plat for Shawnee Park
LOCATION: South of Transportation Drive, East of
Harrison Street, Shawnee, OK
PROJECT# 160627 CASE# S14-16

PLANNING COMMISSION MEETING DATE: July 6th, 2016

PLANNING COMMISSION RECOMMENDATION: Deferral to August 3rd, 2016 Meeting:

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON			X			
CLINARD			X			
KERBS						ABSENT
BERGSTEN (CHAIRMAN)						ABSENT
COWEN (VICE-CHAIRMAN)			X			
KIENZLE	X		X			
AFFENTRANGER		X	X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



STAFF REPORT

Final Plat

CASE #S14-16

TO: Shawnee Planning Commission

AGENDA: July 6, 2016

RE: Shawnee Park - Final Plat

PROPOSAL

The applicant, Zimmerman Properties Development, LLC, is requesting final plat approval for Shawnee Park. The subject property is generally located north-east of the North Harrison Street and I-40 intersection. The site was previously zoned as a planned unit development (PUD) with both commercial and residential allowances. The proposed development includes two (2) lots and one (1) tract of land to serve as a common area. A total of 108 dwelling units are proposed.

GENERAL INFORMATION

Applicant	Zimmerman Properties Development, LLC
Owner(s)	Zimmerman Properties Development, LLC
Site Location/Address	East of Harrison, on Transportation Parkway.
Current Site Zoning	Planned Unit Development
Parcel Size	10.03 Acres
Comprehensive Plan Designation	Commercial / Residential
Existing Land Use	Vacant
Surrounding Zoning	Planned Unit Development

STAFF REVIEW AND ANALYSIS

Staff has not received all documentation and has not satisfied the requirements by the City Engineer to recommend approval on the subject plat. Staff recommends deferring the case until the August 3, 2016 Planning Commission to allow further time for review.



Figure 1: Aerial Plat Map – approximate total area outlined in blue.

STAFF RECOMMENDATION

Staff recommends **Deferral** of the proposed final plat until the August 3, 2016 Planning Commission meeting.

Attachments

1. Figure 1: Aerial Plat Map
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map



Figure 2: Zoning Map of site – approximate total area outlined in blue.

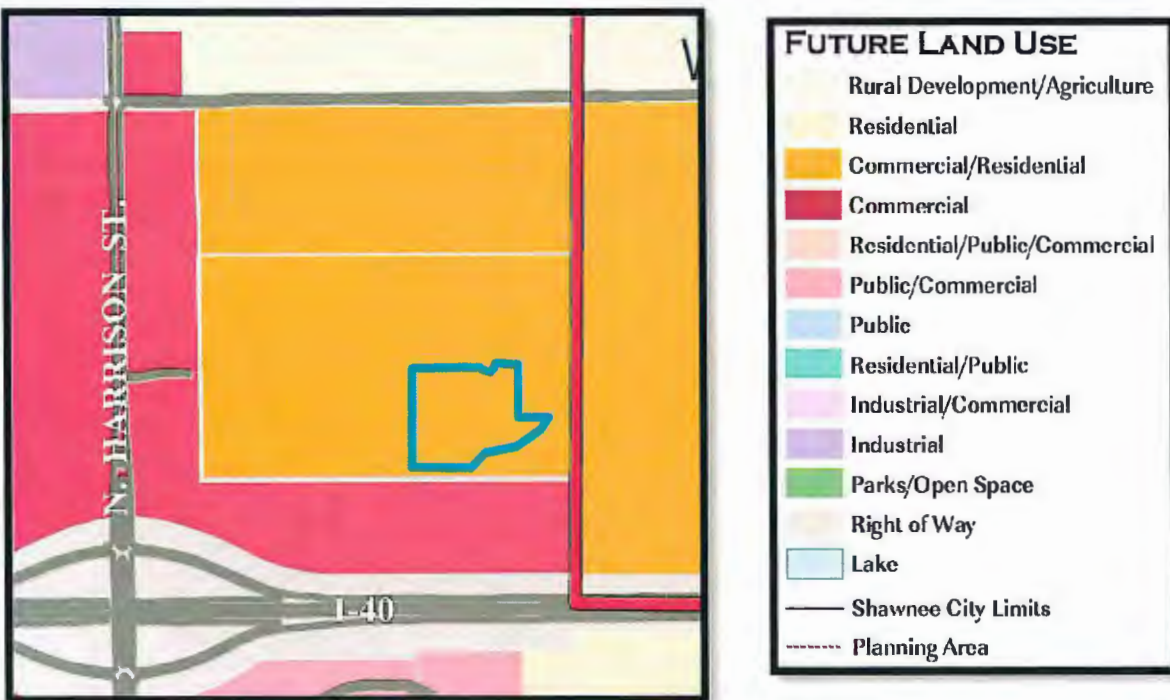


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2). Approximate area outlined in blue.

FINAL PLAT APPLICATION



City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: 514-16
Project Number: 160627
Date Filed: 3-23-2016
Amount Paid: \$ 231.00
Receipt No.: 01884320

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Zimmerman Properties Development, LLC - Contact: Justin Zimmerman

APPLICANT ADDRESS 1730 E. Republic Road, Suite F, Springfield, MO 65804

APPLICANT PHONE NUMBERS 417-883-1632

EMAIL ADDRESS jzimmerman@wilhoitproperties.com

NAME OF PLAT Shawnee Park Addition

LOCATION South side of Transportation Drive, East of North Harrison

NUMBER OF ACRES 11.31 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 \$6

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS

TOTAL COST \$231

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS

TOTAL COST

RECEIVED

MAY 23 2016

PLANNING / CODE

OWNER/DEVELOPER INFORMATION:

NAME Zimmerman Properties Development, LLC - Contact: Justin Zimmerman

ADDRESS 1730 E. Republic Road, Suite F, Springfield, MO 65804

CONTACT NUMBERS 417-883-1632

EMAIL ADDRESS jzimmerman@wilhoitproperties.com

PROJECT ENGINEER INFORMATION:

NAME Kaw Valley Engineering, Inc - Contact: Michael R. Osbourn, P.E.

ADDRESS 14700 W. 114th Terrace, Lenexa, KS 66215

CONTACT NUMBERS 913-894-5150

EMAIL ADDRESS mikeo@kveng.com

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Regular Board of Commissioners

13.

Meeting Date: 07/18/2016

P05-16 Harrison & Transportation Pkwy

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located on the east side of Harrison Street, north of Transportation Parkway from PUD; Planned Unit Development to C-3; Highway Commercial. Case No. P05-16. Applicant: Wallace Engineering

Attachments

P05-16 Staff Rpt

P05-16 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Wallace Engineering
FOR: Rezone from PUD; Planned Unit Development to C-3;
Highway Commercial
LOCATION: NE Corner of Harrison Street and
Transportation Parkway, Shawnee, OK
PROJECT#: 160671 Case# P05-16

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: PUD; Planned Unit Development
REQUESTED CLASSIFICATION: C-3; Highway Commercial
PROPOSED PROPERTY USE: Religious Facility

PLANNING COMMISSION MEETING DATE: July 6th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON			X			
CLINARD			X			
KERBS						ABSENT
BERGSTEN (CHAIRMAN)						ABSENT
COWEN (VICE-CHAIRMAN)			X			
KIENZLE		X	X			
AFFENTRANGER	X		X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



**STAFF REPORT
REZONE
CASE #P05-16**

TO: Shawnee Planning Commission

AGENDA: July 6, 2016

RE: Rezone Request - PUD: Planned Unit Development to C3:
Highway Commercial

PROPOSAL

The applicant is requesting a rezone from PUD: Planned Unit Development to C3: Highway Commercial to develop a religious facility. The subject site is approximately 13.64 acres in size and is generally located on the North East corner of Harrison Street and Transportation Parkway.

GENERAL INFORMATION

Applicant	Wallace Engineering-Jim Beach
Owner	David Hecht
Site Location/Address	NE corner of Harrison St. and Transportation Pkwy.
Current Site Zoning	PUD: Planned Unit Development
Proposed Zoning	C3: Highway Commercial
Property Area	Approx. 13.64 Acres

Current Use	Vacant
Proposed Use	Religious Facility
Comprehensive Plan Designation	Commercial Commercial/Residential
Existing Land Use	Vacant
Surrounding Land Use	Rural Agricultural/Commercial
Surrounding Zoning	I3: Heavy Industrial C3: Highway Commercial C4: Central Business

STAFF REVIEW AND ANALYSIS

The applicant is requesting approval to rezone the subject site from a PUD (Majestic Dominion) to C-3. In April of 2008, Majestic Dominion LLC was approved for a PUD and preliminary plat on 55.9 Acres to begin constructing a master planned, mixed-use development with shared facilities and amenities.

The PUD Design Statement describes a master planned property to include: cross-access agreements, regional storm water drainage, and specifically placed easements to facilitate a comprehensive design. Over the years, the land has been sold off, piecemeal, to separate owners to be used individually and not as was detailed in the PUD Design Statement. Staff deems any compliance with the PUD Design Statement impossible at this point based on the substantial changes from the original design.

According to Section 22-190.14 of the Shawnee Zoning Code, reversion of the PUD shall be accomplished by making application for rezone to either the original status (the subject site was originally C-3) or to a new classification. For this reason, Staff has required the applicant to make application for rezone.

The requested rezone fits within the City Future Development Plan and is a conforming site for the requested, C-3 zoning designation.



Figure 1: Aerial view of the site – approximate total area outlined in red.

Based on consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval for the proposed rezone from PUD (Planned Unit Development) to C-3 (Highway Commercial) – the original zoning designation for the site.

STAFF RECOMMENDATION

Staff recommends approval of the proposed rezone from *PUD (Planned Unit Development)* to *C3 (Highway Commercial District)* for the subject property.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map

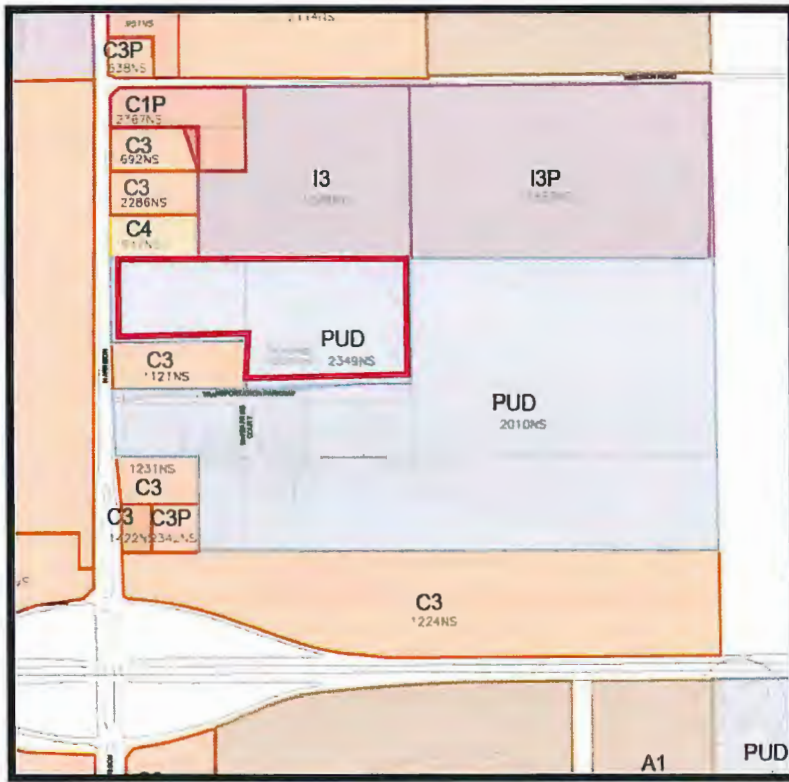


Figure 2: Zoning Map of site – approximate total area outlined in red.

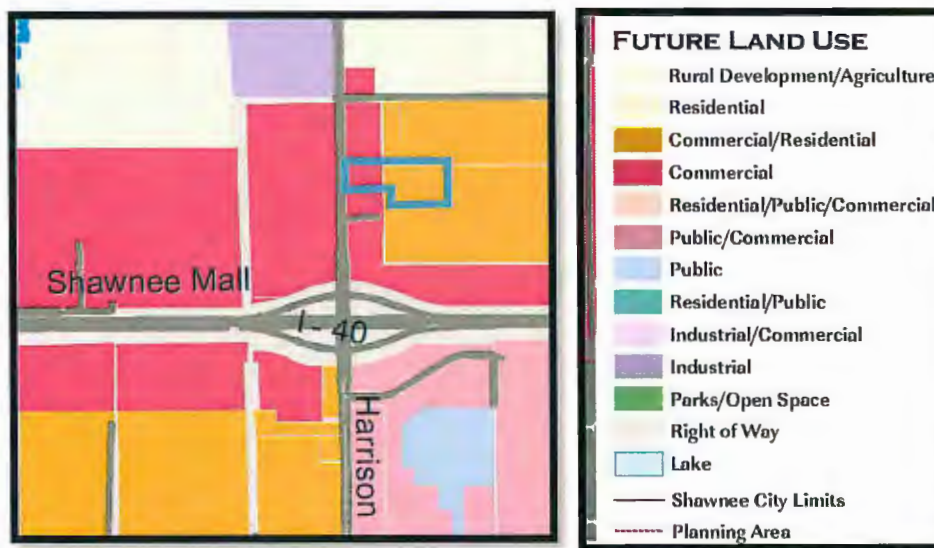


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map – approximate total area outlined in blue.

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: POS-116
Project Number: 1100671
Date Filed: June 16th 2016
Cheryl A. Simpson
Planning Commission Secretary

REQUEST:

☒ Rezoning ☐ Rezoning w/Conditional Use Permit
☐ Conditional Use Permit ☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from PUD District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): _____

LEGAL DESCRIPTION: LOTS 8 & 9, YAHGNEE ADDITION, CITY OF SHAWNEE

PROPERTY OWNER (S): _____

PROPERTY AGENT (APPLICANT): WALLACE ENGINEERING - JIM BEACH, LAND USE PLANNER

APPLICANT'S ADDRESS: 200 E. MATTHEW BRADY ST.

CITY: TULSA STATE: OK ZIP: 74103

EMAIL ADDRESS: jbeach@wallace-sc.com

TELEPHONE NUMBER: (918) 584-5858 CONTACT NUMBER: (918) 806-7421

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____

LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: PUD CURRENT USE: VACANT

PROPOSED ZONING: C-3 PROPOSED USE: CHAURCH

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

APPLICATION, OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

[Signature]
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 01892648

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P05-16

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

Lots Eight (8) and Nine (9), YAHGNEE ADDITION, PHASE 1, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>East side of Harrison Street, North of</u>
	<u>Transportation Parkway, Shawnee, OK</u>
Current Zoning Classification:	<u>PUD; Planned Unit Development</u>
Requested Zoning Classification:	<u>C-3; Highway Commercial District</u>
Proposed Use of Property:	<u>Religious Facility</u>
Applicant:	<u>Wallace Engineering</u>

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

July 6th, 2016 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
July 18th, 2016 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 14TH day of June, 2016.

Phyllis Loftis, Deputy
Phyllis Loftis, City Clerk



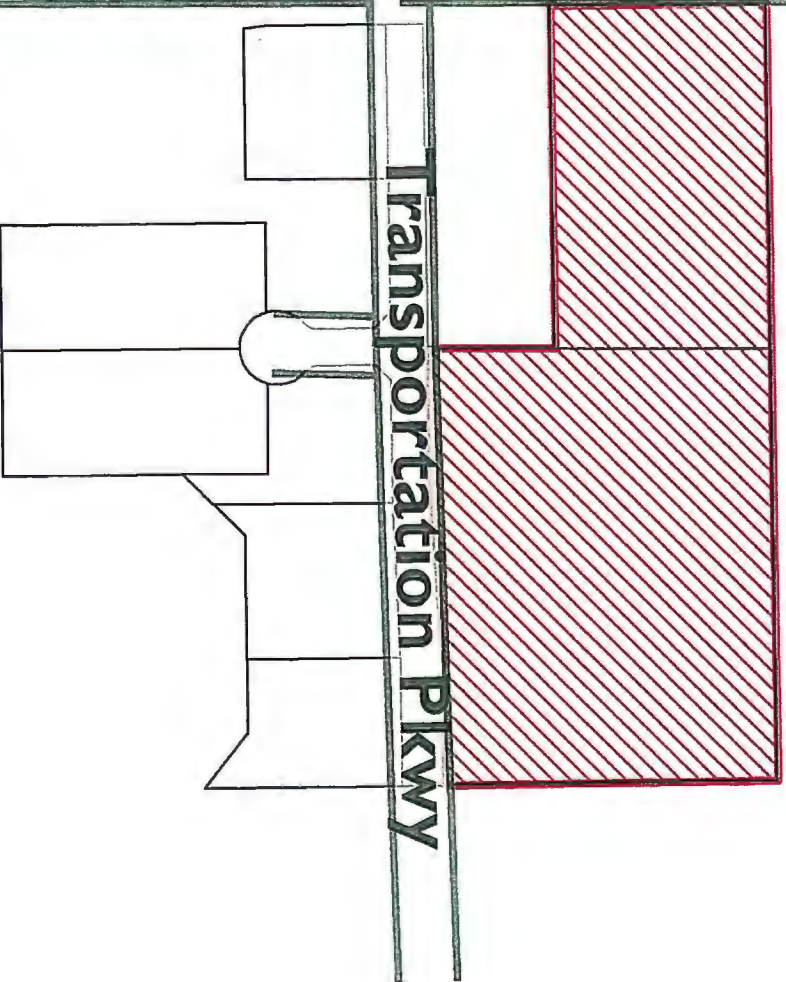
P05-16

N Harrison Ave

Transportation Pkwy

I-40

I-40



RECEIVED

JUN 06 2016

PLANNING / CODE

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

Lots Eight (8) and Nine (9), YAHGNEE ADDITION, PHASE 1, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: May 25, 2016 at 7:30 AM

First American Title & Trust Company

By: *Terrie Dugan*
Terrie Dugan
Abstractor License No. 4396
OAB Certificate of Authority #
File No. 2147423-SH99

OWNERSHIP LIST

ORDER NO.

DATE PREPARED: 6-2-2016
EFFECTIVE DATE: 5-24-2016

OWNER	LOT	BLK	ADDITION
Majestic Investors LLC P.O. Box 3285 Shawnee, OK 74802-3285	9	1	YAHGNEE
Majestic Investors LLC P.O. Box 3285 Shawnee, OK 74802-3285	8	1	YAHGNEE
Canadian Valley Electric CO-OP P.O. Box 751 Seminole, OK 74868	7	1	YAHGNEE
City of Shawnee P.O. Box 1448 Shawnee, OK 74802-1448	6	1	YAHGNEE
City of Shawnee P.O. Box 1448 Shawnee, OK 74802-1448	5	1	YAHGNEE
Laxmi Inc c/o Days Inn P.O. Box 3877 Shawnee, OK 74802	4	1	YAHGNEE
Chandra Kala LLC P.O. Box 3877 Shawnee, OK 74804	3	1	YAHGNEE
Canadian Valley Electric CO-OP P.O. Box 751 Seminole, OK 74868	2	1	YAHGNEE
Canadian Valley Electric CO-OP P.O. Box 751 Seminole, OK 74868	1	1	YAHGNEE
Jerome L & Shirley Jun Johnson 5110 N Harrison Shawnee, OK 74804			31-11N-4E BEG 48'W & 1285.62'S NE/C E/2 NE W1176.82' TO THE E R/W LINE OF AT&SF RR S ALONG RR 303.70' E1143.52' N4*E240.34' N63.37' TO POB
Canadian Valley Electric CO-OP P.O. Box 751 Seminole, OK 74868			31-11N-4E BEG 73'W & 392.96'S NE/C E/2 NE W750.10' N393' W452.12' S02*46'E 1264.59' E1155.34' N40.21' N05*14'55"E 144.57' N707.95' POB
Vann Burton & Pearl Marie Morrison 931 Estell Drive Moore, OK 73160			32-11N-4E BEG 378'S OF NW/C NW S200' E435.60' N200' W435.60' TO POB

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS EIGHT (8) AND NINE (9), YAHGNEE ADDITION, PHASE 1, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM PUD; PLANNED UNIT DEVELOPMENT TO C-3; HIGHWAY COMMERCIAL AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 18th day of July, 2016, upon an application to grant a permissive use permit on property located in the City of Shawnee, Oklahoma to C-3; Highway Commercial; and,

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said property to be rezoned as considered.

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: LOTS EIGHT (8) AND NINE (9), YAHGNEE ADDITION, PHASE 1, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM PUD; PLANNED UNIT DEVELOPMENT TO C-3; HIGHWAY COMMERCIAL AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 18th day of July, 2016.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this 18th day of July, 2016.

JOSEPH VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

14.

Meeting Date: 07/18/2016

Litigation Press Release

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action regarding a press release that provides information and status of the current and recent court proceedings between the City of Shawnee and the Citizen Potawatomi Nation and the Oklahoma Tax Commission and the Citizen Potawatomi Nation.

Attachments

No file(s) attached.

Regular Board of Commissioners

15.

Meeting Date: 07/18/2016

Sales Tax 07-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received July 2016.

Attachments

Sales Tax 07-2016



Date: July 11, 2016
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director
Subject: July sales tax and use tax collections

Sales Tax Collections:

July sales tax collected was \$1,475,520 which will be divided to the following funds:

General	\$983,680
Capital Improvements	\$190,588
Street Fund	\$215,180
Economic Development	\$ 24,592
Police Sales Tax Fund	\$ 30,740
Fire Sales Tax Fund	\$ 30,740

Compared to July 2016 we were up \$33,302 or 2.31% over last year.

General Fund Use Tax:

The July collections were \$106,467 or 67.34% higher than July 2015 of \$63,622.

July 2016 top sales tax codes compared to July 2015 (Deposited by July 10th)

REPORTS WON'T BE AVAILABLE UNTIL JULY 15- WILL HAVE MONDAY NIGHT AT MEETING

Regular Board of Commissioners

16.

Meeting Date: 07/18/2016

CM Report

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Rpt 06-2016

City Manager Report

June 2016



City Manager June Highlights

Wayfinding

City staff participated in review of the draft Wayfinding Plan during the week of May 31 and on June 24. The final plan should be delivered in early July and implementation will begin in late-summer and fall pending City Commission approval. For a sample of the wayfinding design elements, please see Page 6.

Workshop/Planning Session Update

Hotel/Motel Tax. At the City Commission workshop held on March 25, the possibility of an increase in the occupancy tax was discussed. In order to add this to the November 8 election, the City Commission would need to consider the matter at their July 18 or August 1 meeting. The City Commission will consider additional action at their July 18 meeting.

Tourism Center Property. The City Commission declared the property surplus on April 18 and authorized staff to solicit bids. The Commission approved the sale for \$305,000 on June 20, after receiving one bid. The property sale should close in late July or early August.

Miscellaneous

- City staff and some commission members participated in tours of the EXPO Center on June 22.
- The “Shawnee Splash” Aquatic Center has served over 15,000 individuals through June.
- Redbud City “Night on the Bricks” won Outstanding Event at the Frontier Country Marketing Association’s annual awards luncheon.

EXPO Operations

The International Finals Youth Rodeo will be held July 10-16. For more information, please see: www.ifyr.com

For a complete listing of scheduled EXPO events, please see: <http://www.shawneeexpo.org/calendar.html>

Meetings and Noteworthy Items

City Commission – July 18, August 1

Planning Commission – July 6, August 3

Beautification Meeting – July 14

Traffic Commission – July 26

Note: Meetings are subject to addition, cancellation and change. Agendas are posted on www.shawneeok.org

Other Important Dates

A Tribute to America’s Combat Artists and Fighting Forces - Mabee Gerrer Museum: 5/21-8/21

IFYR- July 10-15
<http://www.ifyr.com/>

Third Friday Downtown Block Party: July 15

Other Events:

www.visitshawnee.com/Calendar
<http://www.shawneeexpo.org/calendar.html>

Board Openings

Beautification Committee

Note: Applications can be obtained: www.shawneeok.org/gov/Boards/

City Manager Report

June 2016



OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. Sales tax received for the month of July will be presented at the July 18 City Commission meeting. June sales tax collection was \$1,437,412 (a slight decrease over June 2015). Use tax for the month of June was \$124,190, a 95% increase over last year. Debt registers are emailed to the City Commission biweekly. Additional information and details provided to the City Commission at the second meeting of every month.

Shawnee Municipal Authority

Water Levels. With recent rains, the Shawnee Twin Lakes and Wes Watkins are at or above normal pool level. The City is well positioned for peak summer use.

Master Plan Implementation. In 2014, the SMA adopted a Comprehensive Water and Wastewater Master Plan which evaluated all water supply, water treatment, collection systems and wastewater treatment facilities. The Plan included a Capital Improvement Plan (CIP) with recommendations for prioritization and phasing of the recommended short term (0-5 years and 5-10 years) and long term (10-20 years) Capital Improvements Plan (CIP) projects.

Staff received permission from the City Commission on June 6 to solicit (via a RFQ – Request for Qualifications) for one or more qualified engineers to undertake the short-term Master Plan projects. The RFQ is for a qualified Engineering firm to provide engineering services related to specific water and wastewater projects located at the Shawnee Water Treatment Plant (WTP), Shawnee South Wastewater Treatment Plant (South WWTP) and Shawnee North Wastewater Treatment Plant (North WWTP). The selected firm will be responsible for preparing all necessary documents related to the planning, design, permitting, and bidding of the water and wastewater system facilities as described in further detail in the RFQ. In addition, the selected firm will assist the SMA with the bidding, contracting and construction administration of the project(s). The Statement of Qualifications is due on July 25, 2016.

Pipe Bursting. Pipe bursting project is complete. Awaiting final payment before maintenance bond can be taken to Commission for acceptance. Latest counts for pipe bursting for the year are as follows: Total Pipe Installed: 8-inch: 11,243 feet; 10-inch: 771 feet; 12-inch: 1,497 feet. Total Service Lines: 114. Total Manholes: 4.

Bathymetry Study. The City of Shawnee has entered into a joint-funding agreement with the U.S. Geological Survey to conduct a bathymetry study. The total cost of the project is \$46,000 and the City's share is \$15,500. Bathymetric data can be used for a myriad of purposes ranging from determination of the elevation, area, and capacity of a body of water, to sediment deposition patterns. The objective of this project will be to conduct complete bathymetric surveys of the Twin Lakes. The study will be completed in 2017. An initial kickoff Meeting was held on May 12, 2016. As of June 27, 2016, USGS advised they are 85% complete with Lake #1.

City Manager Report

June 2016



Operations Department

Auditorium HVAC Design. Mobilization has started and contractor has started the demolition process by removing ceiling tile and clearing the basement. The project is expected to be completed by October 2016.

Shawnee Community Center. City staff along with Project Heart took the opportunity to reorganize the use of the Community Center in late June. Starting June 27, Project Heart moved from their previous location at the Senior Center to the Community Center and is now serving meals there. Starting July 11, Community Renewal will be hosting a two week day camp for children, and the City will have a full time staff employee there. Staff hopes to build on these in the future by offering more activities.

Staff will also be looking at the recently vacated area at the Senior Center to see what would best fit there in terms of additional community services.

Engineering and Streets

Downtown Streetscape. Project awarded to CGC, LLC in the bid amount of \$3,156,371.50. To date, the total amount of work is \$1,163,731.20. Construction on Phase I started January 19. All water line and storm sewer improvements have been installed. Curbs, gutters, tree bump outs, landscaping, lighting and mainline paving have been placed east of Beard. The road is open to traffic between Broadway and Bell with the Beard Street intersection being currently closed for reconstruction. The week of June 27- July 1, the contractor worked on installing the remaining sidewalks, light pole foundations and some of the stamped concrete within the intersection. The week of July 4 – July 8, they will be pouring the remainder of the stamped concrete intersection, installing the brick inlay, the street lighting, the irrigation system and the landscaping. The week of July 11- July 15, the concrete will be curing to reach its design strength, placing of street striping, installing street signs and installing the remaining traffic signal items at the intersection. If everything goes as planned, we plan on opening the remaining section of Phase 1 on July 15, 2016.

Phase 2 work will then begin on July 18. This phase will start by closing all 3 blocks to traffic. The first portion of this phase will be demo and removals. It will begin by removing the street lights, all the overhead power lines, the traffic signals and then proceed to removing the streets and sidewalks. The sidewalks will be handled in the same manner as the previous phase, by leaving 7 feet of walkable space next to the buildings until it's time to construct the new sidewalks. Phase 2 will have 180 days by contract to complete that section, and is expected to be completed in January 2017. With the completion date pushing past Boo-on-Bell and the Christmas Parade, our plans are to begin the reconstruction at Bell St. and move east. This will allow us to have the largest area of the project opened as possible for these events.

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload during the growing season, with many complaints related to tall grass and weeds coming in daily. For a complete list of Action Center cases or to submit a complaint online, see: <http://www.shawneeok.org/actioncenter/default.asp>

City Manager Report

June 2016



Transportation Alternatives Program. Staff completed application to ODOT in March in regards to their TAP Grant opportunity which, if approved, will provide an excellent source of supplemental funding for additional sidewalks in Shawnee. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. The proposed sidewalk would bridge a critical missing gap along MacArthur Street east of Harrison. It is expected that the outcome of the grant application will be known by mid-July.

The Planning Commission has an active docket. Complete agendas are posted here:
<http://www.shawneeok.org/Documents/>

Fire Department

Station 2 Rehab/Renovation. The Schematic Design phase is now complete and Fritz Baily has begun the Design Development phase of this project. The Engineering Department is working on changes to the site drainage plan based on input from the project architects. The Design Development phase is scheduled to take roughly 5 weeks for preparation plus the length of time needed for our review. Once that is complete, the Construction Documents phase should take roughly 7 weeks plus the length of time needed for City review.

Replacement Engine 3. The former Engine 1 (1989 FMC pumper) was declared surplus by the commission during the May 16 meeting. It will be listed on www.publicsurplus.com by July 12, 2016.

Hydrant Flow Testing (ISO requirement). We are currently on hold with this project per a request from Line Maintenance. They have several main breaks, some that have been created by hydrant flow testing, and asked if we could pause while they get caught up. We will be ready to complete this project once we get the green light from them to re-start.

Captain Promotional Process. The Captain promotional process came to a successful completion last week. Travis Cooley finished with the highest overall score and was named to the position of Captain to fill the open slot.

Station 3 Flooring Replacement (Upstairs). This project is now complete and crews have moved back into the living quarters. Overall, the flooring and ceiling tile grid (both original to the building; built in 1970) were replaced, the interior walls and kitchen cabinets were painted and the kitchen countertop, sink and appliances were replaced. This work, along with the recent roof replacement for the living quarters (earlier this year) and duct work cleaning (first time since construction; also earlier this year) has the living quarters of this station in good shape. The only real need left for the living quarters is more room but that was not part of this project.

Station 3 Flooring Replacement (Basement). This will be a FY 2016-17 project and we are currently working to secure quotes for the work. The basic plan is to continue the flooring, ceiling tile and paint work that was done upstairs into the basement (Training Room & offices) area. In addition, the

City Manager Report

June 2016



carpeted stair treads will be converted to rubberized material (same as the stairs in City Hall) and a small restroom (toilet and sink) will be added to a portion of the utility room.

Replacement Ladder 1 & Engine 2. Deputy Chief Starkey and I were hosted by Pierce Manufacturing at the Appleton, Wisconsin facility to evaluate their new Ascendant 107' aerial. We were able to see several examples of this new offering (they are the only manufacturer with an aerial device of 75' on a single rear axle; our current aerial is 75') at every stage of manufacture and with every available option.

Police Department

Administrative. Currently, we are in the promotional process for Captains, Lieutenants, and Sergeants. This should be completed in September. Police Chaplains should be operational by August. The Police Department has been awarded the Attorney General's Grant, VOCA Grant, and the Byrne's Grant.

Patrol. Three applicants have received conditional offers for employment. Jacob Blazer graduates the Police Academy on July 1st.

Criminal Investigations Division. With the assistance of patrol over 30 random vandalisms solved and suspects apprehended.

Animal Welfare. Expansion of the kennels is starting by contractor. New ACO has begun working and will attend ACO training soon. City attorney in process of updating AC ordinances.

Dispatch. Three new dispatchers are moving along quickly in their training process. We will soon be able to designate a dispatcher for McCloud calls.

Shawnee Regional Airport

Advisory Board. The Shawnee Airport Advisory Board June meeting was held on June 23, 2016. Board recommended changes to the Airport Rules and Regulations regarding tenant aircraft maintenance.

Other Highlights:

- Airport staff are acquiring quotes to crack seal and seal coat the FBO apron, and for an aircraft tug.
- Civil Air Patrol Flight Academy was held June 16-24.

Emergency Management

North Radio Tower Site. Staff is working with the contractor on final engineering specifications for the mounting device and hardware. Communication lines are scheduled to be installed the week of July 18. The expected completion date is Fall 2016.

EOC Remodel. The remodel of the Emergency Operations Center is substantially complete, with a handful of remaining items. It is now available for meetings and staff use.

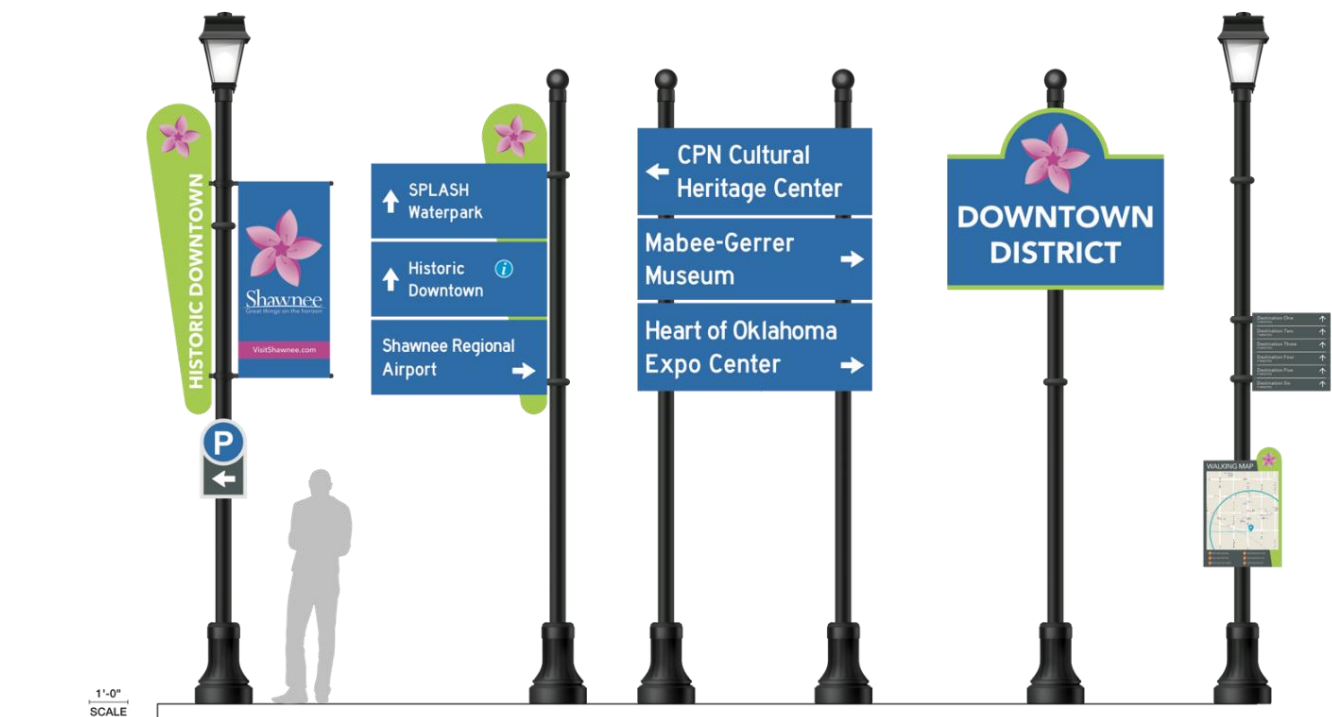
City Manager Report

June 2016



Safe Room Rebate Program. The City received funds in the amount of \$520,000 from the American Red cross to administer a safe room rebate program. To date, approximately \$400,000 has been allocated to 173 recipients. The grant expires on August 31, 2016.

Wayfinding Sample from Draft Plan



Regular Board of Commissioners

19.

Meeting Date: 07/18/2016

Consider Exec Sess 911 Fees

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

20.

Meeting Date: 07/18/2016

Consider Exec Sess pending litigation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to go into Executive Session Consider an Executive Session to discuss potential claims, litigation and transition of legal representation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

Attachments

No file(s) attached.

Regular Board of Commissioners

21.

Meeting Date: 07/18/2016

Consider Exec Session Annual Evals

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider an Executive Session to discuss annual evaluations of the City Manager, City Treasurer, and City Judge pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

Attachments

No file(s) attached.

Regular Board of Commissioners

22.

Meeting Date: 07/18/2016

Discuss Exec Sess 911 Fees

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

23.

Meeting Date: 07/18/2016

Discuss Exec Sess Pending Litigation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding potential claims, litigation and transition of legal representation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

Attachments

No file(s) attached.

Regular Board of Commissioners

24.

Meeting Date: 07/18/2016

Discuss Exec Session Annual Evals

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding discussion of annual evaluations of City Manager, City Treasurer, and City Judge pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

Attachments

No file(s) attached.

Regular Board of Commissioners

25.

Meeting Date: 07/18/2016

Judge Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of contract with Municipal Judge.

Attachments

No file(s) attached.
