

AGENDA
BOARD OF CITY COMMISSIONERS
December 2, 2019 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the November 18, 2019 regular meeting.
 - b. Acknowledge the following minutes:
 - Shawnee Urban Renewal Authority Minutes from the August 6, 2019 regular meeting
 - c. Authorize staff to sign an amended City Hall Tower Site Lease Agreement with T-Mobile.
 - d. Authorize renewal of an agreement with the Housing Authority of the City of Shawnee for supplemental police services.
 - e. Mayor's Appointments:

Zoning Board of Adjustments
Mark Cannon 2nd Full Term Expires: June 1, 2022
Reappointment

Shawnee Civic and Cultural Development Authority
Mindy Palmer 1st Full Term Expires: December 31, 2023
Reappointment
3. Presentation by Animal Control to present the Pet of the Week.
4. Discussion and consideration of an ordinance amending the employee retirement system, defined benefit plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for non-alienation of benefits; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits;

providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a retirement committee and providing for powers, duties, and rights of retirement committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for repealer and severability; adopting those amendments mandated by the Internal Revenue Code; and declaring an emergency.

5. Consider Bids:

- a. Purchase and Installation of Vinyl Tile, Carpet, and Ceramic Tile for the Shawnee Library (Award)
- b. Senior Citizens Center Roofing Project (Award)

6. Administrative Reports:

- a. Emergency Management Director Don Lynch – Mass Alerting System
- b. Director of Operations James Bryce – Shawnee Community Beautification Committee

7. New Business

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

8. Commissioners Comments

9. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 12/02/2019

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the November 18, 2019 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

NOVEMBER 18, 2019 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, November 18, 2019 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 2:59 p.m. on November 14, 2019. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley

Mayor

Ed Bolt

Commissioner Ward 1

Ron Gillham

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Darren Rutherford

Commissioner Ward 4

Mark Sehorn

Commissioner Ward 5

Ben Salter

Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer

FLAG SALUTE

AGENDA ITEM NO. 1:

Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

Mr. Monty Porter stated concerns he has with the Cutoff Notice Fee charged by Utility Billing.

Mr. Randy James, Mr. Gene Greenfield, and Ms. Michelle James addressed concerns with a proposed bike lane along Broadway Avenue.

Mr. Sam Nowakowski stated there is an item on the Consent Agenda related to an easement for Canadian Valley Electric Cooperative, Inc. He explained approval of this item would allow electricity to be ran to his new home at Shawnee Twin Lakes and he requested that the easement be approved.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in City Commission Agenda Item No. 6 and Shawnee Airport Authority Agenda Item No. 2.
- b. Minutes from the November 4, 2019 regular meeting.
- c. Acknowledge the following reports and minutes:
 - License Payment Report for October 2019
 - Project Payment Report for October 2019
 - Planning Commission Minutes from the October 2, 2019 regular meeting
 - Senior Citizens of Shawnee Board Minutes from the September 10, 2019 meeting
- d. Acknowledge City of Shawnee Holiday Schedule for 2020.
- e. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease site at Shawnee Twin Lakes.
- f. Acknowledge resignation of Holly Gordon from the Shawnee Community Beautification Committee.
- g. Acknowledge resignation of Miriam Bell from the Parks and Recreation Committee.
- h. Mayor's Appointments:

Library Board

Kim Paxson 1st Partial Term Expires: June 20, 2022
Replacing Daphanie Lilite – Termed Out

Shawnee Housing Authority

Holly Gordon 1st Partial Term Expires: February 1, 2022

Replacing Sherry Lankford – Termed Out

Zoning Board of Adjustments

Holly Gordon 1st Partial Term Expires: June 1, 2022

Replacing Jim Cooper – Termed Out

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bolt, to approve Consent Agenda Item Nos. 2 (a-h). Motion carried 7-0.

AYE: Harrod, Bolt, Gillham, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 3:

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

Animal Control Officer Couch presented Badger, a ten-month-old male Pitbull. The fee to adopt Badger is Forty Dollars (\$40.00).

AGENDA ITEM NO. 4:

Consideration of a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.

Director of Engineering Michael Ludi passed out a map of bridges within the City Limits and a sample of a bridge inspection report. He advised that this is an Oklahoma Department of Transportation (ODOT) project and is fully funded by ODOT. Mr. Ludi stated the City of Shawnee has chosen to go with the same consultant as Pottawatomie County, which is Circuit Engineering District Number 4.

Resolution No. 6604 was introduced.

CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS.

A motion was made by Commissioner Bolt, seconded by Commissioner Rutherford, to approve a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program. Motion carried 7-0.

AYE: Bolt, Rutherford, Sehorn, Salter, Gillham, Harrod, Finley

NAY: None

AGENDA ITEM NO. 5:

Consideration of a budget amendment for Community Development Block Grant (CDBG) Fund 190 – Providing budget for the CDBG Consolidation Plan 2020 – 2024.

Finance Director Ashley Neel explained this budget amendment is to cover costs for the Community Development Block Grant Consolidation Plan previously approved by the City Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Sehorn, to approve a budget amendment for CDBG Fund 190. Motion carried 7-0.

AYE: Harrod, Sehorn, Salter, Bolt, Gillham, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 6 WAS MOVED AFTER AGENDA ITEM NO. 7 BY THE POWER OF THE CHAIR.

AGENDA ITEM NO. 7:

Acknowledge monthly Sales Tax and Budget Report.

Finance Director Ashely Neel reported sales tax is up \$421,609.00, or 4.71%, over the projected budget year-to-date. She stated that use tax collections are up approximately \$401,209.00, or 58.84%, over the projected budget year-to-date. Ms. Neel also reported 66% of the General Fund and 69% of the Shawnee Municipal Authority Fund is remaining for the Fiscal Year budget.

AGENDA ITEM NO. 6:

Consider Bids:

- a. Purchase and Installation of Vinyl Tile, Carpet, and Ceramic Tile for the Shawnee Library (Open)

BIDDER**AMOUNT**

Bryan's Flooring
Oklahoma City, OK

\$92,600.00

Affinity Corp.
Edmond, OK

\$168,730.00

Director of Operations James Bryce read two (2) bids into the record. Mr. Bryce requested that the bid award be deferred to the December 2, 2019 City Commission meeting to allow staff time to review each bid.

A motion was made by Commissioner Gillham, seconded by Vice Mayor Harrod, to defer the bid award to the December 2, 2019 City Commission meeting to allow staff to review each bid. Motion carried 7-0.

AYE: Gillham, Harrod, Finley, Rutherford, Sehorn, Salter, Bolt

NAY: None

b. Senior Citizens Center Roofing Project (Open)

BIDDER**AMOUNT**

Alva Roofing Company
Oklahoma City, OK

\$103,425.00

Allwine Roofing & Construction, Inc.
Tulsa, OK

\$146,124.00

Cantrell Exteriors Finishes
Choctaw, OK

\$89,000.00

Ground Zero Roofing
Newcastle, OK

\$63,500.00

Director of Operations James Bryce read four (4) bids into the record. Mr. Bryce requested that the bid award be deferred to the December 2, 2019 City Commission meeting to allow staff time to review each bid.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to defer the bid award to the December 2, 2019 City Commission meeting to allow staff to review each bid. Motion carried 7-0.

AYE: Harrod, Rutherford, Sehorn, Salter, Bolt, Gillham, Finley
NAY: None

AGENDA ITEM NO. 8:

New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

AGENDA ITEM NO. 9:

Commissioners Comments

Commissioner Bolt thanked City Staff for their assistance with the Christmas Tree Lighting Event last Friday. The Christmas Parade will be Thursday, December 5, 2019 from 6:00 p.m. to 9:00 p.m. in Downtown Shawnee.

Commissioner Rutherford and Commissioner Salter reminded everyone to shop Shawnee this holiday season.

AGENDA ITEM NO. 10:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:27 p.m.)

ATTEST:

RICHARD FINLEY, MAYOR

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 12/02/2019

Reports and Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Urban Renewal Authority Minutes from the August 6, 2019 regular meeting

Attachments

SURA Minutes

SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF AUGUST 6, 2019

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, August 6, 2019 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Tiffany Barrett called the meeting to order at 9:05 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Tiffany Barrett
Commissioner	Audra Barksdale
Commissioner	Paul Davis
Commissioner	Johnie Maxwell
Commissioner	Renee' Wortham

Also present:

Bryan Logan, Project 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 May 7, 2019 was made by *Commissioner Maxwell*, seconded by *Commissioner Davis*. Motion carried with no abstentions.

VOTING YES: Barrett, Barksdale, Davis, Maxwell, and Wortham

VOTING NO: None

AGENDA ITEM NO. 4

APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 43,669.79 was made by *Commissioner Wortham*, seconded by *Commissioner Maxwell*. Motion carried with no abstentions.

VOTING YES: Barrett, Barksdale, Davis, Maxwell, and Wortham
VOTING NO: None

AGENDA ITEM NO. 5

REQUEST APPROVAL: Changes on SURA Policy

Bryan Logan, Program Manager reported on the one change in the SURA Policy regarding late fee charges for a First Time Home Buyer.

A motion to approve change was made by **Commissioner Wortham**, seconded by **Commissioner Maxwell**. Motion carried with no abstentions.

VOTING YES: Barrett, Barksdale, Davis, Maxwell, and Wortham
VOTING NO: None

AGENDA ITEM NO. 6

UPDATE ON PROJECTS:

Bryan Logan, Program Manager gave the following update:

1. **Home Repair: Foundation**
 Quotes: 4
 Bid awarded to: Unlimited Design Custom Homes for \$38,900.00
2. **Home Repair: Sewer**
 Quote: 1
 Bid awarded to: LG Const. for \$2,938.00 - closed
3. **Home Repair: Windows**
 Cost Estimate: \$ 6,900.00
 Bids received: 4
 Bid awarded to: Unlimited Design Custom Homes for \$4,500.00
4. **Home Repair: Roof/A/C/Windows**
 Cost Estimate: \$ 19,500.00
 Bids received: 3
 Bid awarded to: Beauford Const. for \$17,300.00 – closed for \$18,600.00

5. **Home Repair:** **Roof**
 Cost Estimate: \$ 12,525.00
 Bids received: 3
 Bid awarded to: **Patterson Roofing for \$9,937.00 – closed for \$10,774.00**

6. **Home Repair:** **Sewer**
 Quote: 1
 Bid awarded to: **LG Const. for \$ 2,080.00**

7. **Home Repair:** **Roof**
 Cost Estimate: \$ 4,900.00
 Bids received: 3
 Bid awarded to: **LG Const. for \$6,205.00**

8. **Home Repair:** **Bathroom**
 Cost Estimate: \$ 6,425.00
 Bids received: 1
 Bid awarded to: **LG Const. for \$6,383.00**

9. **Home Repair:** **HVAC**
 Quote: 1
 Bid awarded to: **A/C Drs. for \$6,200.00 - closed**

AGENDA ITEM NO. 7
OLD/NEW BUSINESS:

There was no old or new business.

AGENDA ITEM NO. 8
PROGRAM MANAGER'S REPORT:

Bryan Logan, Program Manager reported that currently there are 18 projects in progress or waiting. Also, it is time to start working on the 2020 – 2024 Consolidated Plan.

AGENDA ITEM NO. 9
ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn at 9:33 a.m. was made by **Commissioner Barksdale**, seconded by **Commissioner Davis**. Motion carried with no abstentions.

VOTING YES: Barrett, Barksdale, Davis, Maxwell, and Wortham
VOTING NO: None



Secretary, Renee' Wortham



Chairman, Tiffany Barrett

Regular Board of Commissioners

2. c.

Meeting Date: 12/02/2019

T-Mobile Lease Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to sign an amended City Hall Tower Site Lease Agreement with T-Mobile.

Attachments

T-Mobile Lease Agreement

City of Shawnee Memorandum



To: The Honorable Mayor and City Commissioners
Through: Chance Allison, City Manager
From: Donald D. Lynch, Emergency Management Director D.D.L.
Date: November 22, 2018
Re: Proposed Amendment to Tower Lease Agreement with T-Mobile

NATURE OF THE REQUEST:

I am writing to request your approval on an amendment to our tower lease agreement with T-Mobile.

STAFF ANALYSIS /CONSIDERATIONS:

The City approved a lease agreement with Voicestrem Wireless in September 2000 which later became T-Mobile, allowing them to co-locate a cell site on the free standing tower at City Hall.

In anticipation of a merger between T-Mobile and Sprint/Nextel, T-Mobile has undertaken an analysis of their network to determine how each site supports its anticipated future customer base and ways to both improve coverage and reduce costs at their existing locations.

In response to that analysis, I was approached by their agent (Pyramid Network Services) concerning the possibility of negotiating an amendment to the current site lease agreement,

This proposed amendment provides that beginning on January 1, 2020 that T-Mobile shall pay the City \$850 per month as a lease payment. Rent would be increased by 8% over the rent for the immediately preceding term. The current lease term will expire on August 31, 2020 and automatically renew for 5 successive terms of 5 years each.

BUDGET CONSIDERATION:

This would reduce the anticipated income to the City's budget from \$1150 per month to \$850 per month, a reduction of \$1800 for the remainder of the Fiscal Year 2020 budget. Ms. Neal has advised that pending approval of this agreement, she will submit a budget amendment to the Commission for adoption.

RECOMMENDATION:

I have coordinated with both Ashley Neal and Chance Allison on this proposal and we recommend adoption of the amendment believing that a reduced income is preferable to no income.

Thank you for your favorable attention to this request.

SECOND AMENDMENT TO TOWER LEASE WITH OPTION

This Second Amendment to Tower Lease with Option (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between The City of Shawnee, Oklahoma, a Municipal Corporation ("**Landlord**") and T-Mobile South LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Tower Lease with Option dated September 1, 2000, including that certain First Amendment to Tower Lease with Option dated August 26, 2015 (collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at 16 West 9th St., Shawnee, Oklahoma 74801 (the "**Property**").

Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

For good and valuable consideration, Landlord and Tenant agree as follows:

1. Rent.

a. Starting on January 1, 2020 Tenant shall pay Landlord Eight Hundred Fifty and 00/100 Dollars (\$850.00) per month ("**Rent**") in advance, by the fifth (5th) day of each month. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.

b. Rent shall be increased on the first day of each Renewal Term, by an amount equal to eight percent (8%) over the Rent for the immediately preceding Current Term or Renewal Term. This Rent adjustment shall supersede and replace any prior Rent adjustments.

2. Renewal Terms.

a. The Parties hereby wish to supersede and replace the term and any renewal terms of the Lease. Now, the current term of the Lease shall expire on August 31, 2020 (the "**Current Term**"), The Current Term, together with any Renewal Terms are referred to collectively as the "**Term**".

b. The Current Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), unless Tenant notifies Landlord in writing of Tenant's intention not to extend the Lease at least thirty (30) days prior to the expiration of the New Initial Term or any Renewal Term.

3. Modification of Tenant's Obligation to Pay – Rent Guarantee. Commencing upon full execution of this Amendment, Tenant's obligation to pay Rent is guaranteed for the period of two (2) years ("**Rent Guarantee Period**"). Tenant's obligation to pay Rent during the Rent

Guarantee Period shall not be subject to offset or cancellation by Tenant unless any of the following exceptions apply: a) local, state or federal laws materially adversely affect Tenant's ability to operate; (b) the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty and the Premises cannot be restored within a six-month time period; c) the Property is foreclosed upon and Tenant is unable to maintain its' tenancy; d) Landlord requires Tenant to relocate its Antenna Facilities which adversely affect Tenant's ability to operate the Antenna Facilities or e) Landlord breaches the Lease and the default issue is not cured within the appropriate cure period. This Rent Guarantee shall not apply to any increases in the Rent after the execution of this Amendment.

4. **Permitted Use.** Tenant may complete upgrades and additions of new equipment within the leased Premises in compliance with required permits, without further consent.

5. **Expansion.** Tenant shall have the right to enlarge the Premises, to the extent practicable, so that Tenant may implement any necessary upgrades and additions ("**Additional Premises**"), for an increased monthly Rent of one and 50/100 Dollars (\$1.50) per square foot. Addition of coaxial cables, raceways, conduits and other ancillary equipment shall not require increased Rent.

6. **Termination.** Tenant may terminate the Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation which is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Additionally, upon ninety (90) days prior written notice to Landlord, Tenant may terminate the Lease for any or no reason.

7. **Bandwidth.** Tenant may transmit and receive on any frequencies permitted by law.

8. **Memorandum of Lease.** Landlord will execute a Memorandum of Lease at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.

9. **Relocation.** If Landlord desires to redevelop, modify, remodel, alter the Property or make any improvements thereon, ("**Redevelopment**") and both Parties agree that the Redevelopment necessitates relocation of Tenant's Antenna Facilities, then: (i) Landlord may relocate Tenant's Antenna Facilities once during the term of the Lease; (ii) Landlord shall give Tenant not less than twelve (12) months' written notice prior to relocation; (iii) both Parties shall agree upon a suitable area for the relocation; (iv) all costs and expenses associated with or arising out of the relocation (including approval and permitting costs) shall be paid by Landlord; (v) the relocation shall be performed exclusively by Tenant or its agents; (vi) the relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises; and (vii) if the Parties

cannot agree upon a suitable area for relocation then Tenant may terminate the Lease in its reasonable judgment upon written notice to Landlord, without penalty or further obligation.

10. **Notice.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ OK01368A

If to Landlord:

City of Shawnee
16 West 9th St.
Shawnee, OK, 74801

11. **Miscellaneous.**

a. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Landlord.

b. Landlord and Tenant will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.

c. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Unless otherwise defined herein, capitalized terms used in this Amendment have the same meanings they are given in the Lease.

d. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

e. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.

f. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment. Landlord represents and warrants to Tenant that the consent or approval of a

third party has either been obtained or is not required with respect to the execution of this Amendment.

g. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assignees.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

LANDLORD:

City of Shawnee, Oklahoma, a municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

T-Mobile South LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

T-Mobile Contract Attorney
as to form

Regular Board of Commissioners

2. d.

Meeting Date: 12/02/2019

Housing Authority

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize renewal of an agreement with the Housing Authority of the City of Shawnee for supplemental police services.

Attachments

Housing Authority Agreement

HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA

CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1st day of November, 2019, by and between the Housing Authority of the City of Shawnee, Oklahoma, (hereinafter called the "Authority") and the City of Shawnee, Oklahoma, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I

Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one fulltime police officer(s) to perform 40 hours of specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officer(s) shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officer(s) to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.
- D. The City agrees to collect and provide workload data in public housing developments. This will include providing copies of all police reports for incidents pertaining to public housing developments

- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member or a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department personnel will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least annually.
- G. The City agrees that a policy manual exists to regulate police officer(s)' conduct and activities; all police officer(s) have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and the personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officer(s) to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- I. The police department will provide to officer(s) a minimum of sixteen (16) hours of training on community relations and interpersonal communication skills within a year of accepting an HA assignment.
- J. The City agrees to provide, at a minimal cost to the Authority, criminal background checks of proposed applicants. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.
- K. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will ensure that the Assigned Personnel perform the following duties:

1. Coordinate the dissemination and processing of police and security reports and coordinate in resolving problems or in carrying out the provisions of this Contract;
2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
3. Prepare semiannual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.
4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.

5. Attend a minimum of one Resident Advisory Board meeting each year;
 6. Coordinate security workshops and training seminars for residents and Authority staff;
 7. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
 8. Meet on a weekly basis with Authority staff to address problems and needs in Authority areas.
- L. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- M. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officer(s) and all employee benefits, as well as any injury to officer(s), their property, or the City's property while on the Authority's property.
- N. The Assigned Personnel shall possess and maintain CLEET Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with information on community policing and crime prevention issues associated with public housing. This may include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities;
 2. Community organization/mobilization against the causes of and precursors to crime;
 3. Drug awareness and control;
 4. Orientation and familiarization with the public housing communities for the assigned officer(s); and
 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services – Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
 3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall provide a annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.
- D. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
1. Neglect or non-performance of duties;
 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 3. Criminal action;
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
 5. Inadequate punctuality or attendance; or
 6. Substantiated complaints from public housing residents or management.
- The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
- E. The Authority will provide the City with a Public Housing Police Report Form(s) for assigned officer(s) to complete. These forms are not to replace police reports utilized by the City.
- F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- G. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officer(s) to reside in a public housing development selected by the Authority.

ARTICLE II

Enforcement of Rules and Regulations

- A. The City, through its police officer(s), is hereby empowered to enforce the following Authority rules and regulations:
1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With Regard to the foregoing rules and regulations, the City's police officer(s) are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officer(s), is hereby empowered to enforce Authority rules or regulations.
- C. The City, through its police officer(s), is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officer(s) to use any method or to act in any manner in violation of law or of their sworn obligation as police officer(s).

ARTICLE III Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with the criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officer(s)) to complete incident reports provided by the Authority at the conclusion of each week and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Suspicious persons - name and description
- d. Vehicles abandoned/towed/stolen
- e. Drug paraphernalia confiscated/found
- f. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- g. Property recovered/stolen
- h. Counseling of residents and visitors
- i. Broken lights/sidewalks & safety issues

- j. Graffiti & vandalism
- k. Vehicle license number of suspicious persons
- l. Weapons violations/seized
- m. Workshops, seminars, and any community policing events

2. Media Coordination

The police department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

- 1. Hours worked by police officer(s) for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. K-9 patrol
 - e. Special operations
- 2. Response time to targeted communities by City-paid officer(s) and Authority-paid officer(s) by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
- 3. Comparison of crime and workload in the targeted communities for the previous 4 years and the period of the Contract
- 4. Arrests (to include drug violations)
- 5. Vehicles towed
- 6. Positive contacts
- 7. Referrals
- 8. Trespassers removed
- 9. All UCR or NIBRS Reports
- 10. Calls for service
- 11. Weapons seized
- 12. Property stolen/recovered
- 13. Community feedback
- 14. K-9 use log

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

ARTICLE IV Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
2. Staffing levels;
3. Responsibilities of key personnel;
4. Organization and resources, to include personnel, equipment, in-kind support, etc.;
5. Hours of operation, to encompass schedules of major tasks and activities; and
6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.

- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V Term of Contract

The term of this Contract shall be for one (1) year(s) beginning on the date approved by both parties.

ARTICLE VI Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Fifty thousand dollars and no cents (\$ 50,000.00), in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries	<u>\$ 50,000.00</u>

(Reimbursement of Law Enforcement
over and above the baseline of services.)

Administrative Liaison Officer	\$ 0.00
Prorated Salary and Benefits	
Communications/Other Miscellaneous	\$ 0.00
Expenses/Equipment	

- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures. Total reimbursement shall not exceed \$50,000.00 for one full time officer for one year and is contingent on receiving funding.
- C. The percent of overtime authorized under this Contract for court appearances or other hearings is 0%.
- D. The City shall provide the following documentation in requesting reimbursement:
1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:	Housing Authority of the City of Shawnee, OK
	601 West 7 th Street
	P.O. Box 3427
	Shawnee, OK 74802-3427

City:

City of Shawnee
Shawnee Police Department
P.O. Box 1448
Shawnee, OK 74802-1448

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:

- (a) This Contract;
- (b) Any subsequent addenda agreed to by both parties.

ATTEST:

Special Projects Manager
Housing Authority of the City
of Shawnee, OK

Executive Director
Housing Authority of the City
of Shawnee, OK

ATTEST:

City Clerk
City of Shawnee, OK

Mayor
City of Shawnee, OK

APPROVED AS TO FORM:

Police Chief
City of Shawnee, OK

City Manager
City of Shawnee, OK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2019.

City Attorney
City of Shawnee, OK

Regular Board of Commissioners

2. e.

Meeting Date: 12/02/2019

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Zoning Board of Adjustments

Mark Cannon 2nd Full Term Expires: June 1, 2022

Reappointment

Shawnee Civic and Cultural Development Authority

Mindy Palmer 1st Full Term Expires: December 31, 2023

Reappointment

Attachments

Cannon Application - ZBOA

Palmer Application - SCCDA

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>MARK H. CANNON</u>	Application Date: <u>6-14-16</u>
Address: <u>5 CREEK DR SHAWNEE OK 74801</u>	
Mailing Address: _____	
Daytime Phone: <u>7609071</u>	Fax: _____ Email: <u>MCANNON@SBC</u>
Profession: _____	<u>GLOBAL.NET</u>
Business Name: _____	
Business Address: _____	
Business Phone: <u>7609071</u>	Fax: _____ Email: <u>SAME</u>

Do you live within the City Limits of the City of Shawnee? ☒ Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or ☒ No (please circle)

How many years have you lived in Shawnee? 18 YEARS

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

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☐ Planning Commission
☐ Cable TV Advisory Committee	☐ Regional Park Oversight Committee
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☐ Economic Development Foundation, Inc. Board of Trustees	☐ Tourism Advisory Committee
☐ Housing Authority	☐ Traffic Commission
	☐ Building Code Board of Appeals
	☒ Other:

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

MAKE CONTRIBUTION TO COMMUNITY

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

BEING INFORMED IN REGARD TO WHAT IS GOING ON IN COMMUNITY

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

SALVATION Army

List education, including degree(s) earned:

3 yrs college

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

NO

Please include up to three personal or professional references:

Name	Relationship	Phone Number
James H. Hays	BOSS	
Tracy West	"	
Richard Freely	"	

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature



Date

6/14/10

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: RE: ZBOA Membership
Date: Tuesday, November 19, 2019 3:43:31 PM
Attachments: [image001.png](#)

From: Joseph A. Barker <Joseph.Barker@shawneeok.org>
Sent: Friday, November 15, 2019 9:58 AM
To: Lisa Lasyone <llasyone@shawneeok.org>
Cc: Kacie Eck <Kacie.Eck@shawneeok.org>
Subject: FW: ZBOA Membership

Joseph Barker

Assistant City Planner

[222 N. Broadway](#)

[Shawnee, OK 74801](#)

[\(405\) 878 - 1672](#)

Joseph.Barker@shawneeok.org



From: MARK CANNON <mjcannon@sbcglobal.net>
Sent: Friday, November 15, 2019 9:57 AM
To: Joseph A. Barker <Joseph.Barker@shawneeok.org>
Subject: Re: ZBOA Membership

All is correct

Mark

Sent from my iPhone

On Nov 4, 2019, at 2:23 PM, Joseph A. Barker <Joseph.Barker@shawneeok.org> wrote:

Mr. Cannon,

As we discussed over the phone, here is your original application for the Zoning Board of Adjusters of the City of Shawnee. Please confirm whether or not any of the information printed on this application has changed.

Joseph Barker



City of Shawnee

OKLAHOMA

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Mindy New-Palmer</u>	Application Date: <u>8/6/19</u>
Address: <u>1443 N. Park Ave</u>	Date of Birth: <u>10-06-1982</u>
Mailing Address: <u>1443 N. Park Ave. Shawnee, OK 74801</u>	
Daytime Phone: <u>405-919-8905</u> Fax: _____	Email: <u>mpalmer@streetmap.net</u>
Profession: <u>Director of Marketing</u>	
Business Name: <u>Shawnee Mall</u>	
Business Address: <u>4901 N. Kickapoo Shawnee, OK 74804</u>	
Business Phone: <u>405-275-7253</u> Fax: <u>405-273-5112</u>	Email: <u>mpalmer@streetmap.net</u>

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board, committee or commission? Yes or No (please circle)

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 12 years

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

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☐ Parks and Recreation Committee
☒ Civic and Cultural Development Authority	☐ Planning Commission
☐ Community Service Contracts Review Committee	☐ Shawnee Hospital Authority
☐ Housing Authority	☐ Shawnee Urban Renewal Authority
	☐ Traffic Commission
	☐ Other

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

This is another opportunity to serve the city of Shawnee and contribute to its continued growth.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I bring a strong marketing and business background. As a life long area resident I am well versed in the activities hosted at the EXPO and see potential for growth by working with the new management firm.

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

Blue Zones Food Environment Committee, IFYP Volunteer, volunteer at various community activities through the year.

List education, including degree(s) earned:

Tecumseh High Grad (2001), Seminole State College - Associates (2004)
East Central University - Bachelors in mass comm. Ad/PR (2007)

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

No

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Rachel Melot	Friend / Blue Zones	405-410-3554
Ed Bolt	Friend / VSI / Community Work	405-650-1439
Lisa Lemper	Friend / partner w/ Library	405-640-6780

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Mindy New Palmer

Date 8-6-19

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

Send completed application to:

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

Revised February 7, 2019

Regular Board of Commissioners**4.**

Meeting Date: 12/02/2019

OMRF Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Discussion and consideration of an ordinance amending the employee retirement system, defined benefit plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for non-alienation of benefits; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a retirement committee and providing for powers, duties, and rights of retirement committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for repealer and severability; adopting those amendments mandated by the Internal Revenue Code; and declaring an emergency.

Attachments

Memo

Ordinance



Human Resources Department

Date: November 20, 2019

To: Mayor and City Commissioners

From: Jennifer Greenland, ^{JG}HR Director

RE: OMRF Retirement Ordinance & Agreement

The City of Shawnee has received the updated DB plan that was approved by the Internal Revenue Service (IRS). It is a requirement of the IRS that we formally adopt the new plan language. I have attached a copy of a memo from McAfee & Taft which highlights the changes for each section with a comparison to the current version.



10TH FLOOR • TWO LEADERSHIP SQUARE
211 NORTH ROBINSON • OKLAHOMA CITY, OK 73102-7103
(405) 235-9621 • FAX (405) 235-0439
www.mcafeetaft.com

MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: McAfee & Taft A Professional Corporation
(John A. Papahronis)

DATE: April 10, 2018

RE: Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement—Summary of Material Changes

The following summary compares the current version of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement with the version recently approved by the Internal Revenue Service:

A. Master Defined Benefit Plan

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
2.1	Definitions of Employer, Municipality and OMRF	Included statutory references	IRS requested that statutory references be removed
2.1	Definition of Retirement	Requires termination of employment and fulfillment of requirements	Adds requirement that participant attain age 55
6.1	Severance Benefit	Applies for a termination of employment for a reason other than death	Deletes exclusion of termination by reason of death
6.2	Death benefit	Applies upon death prior to date fixed for commencement of pension	Adds alternative trigger for death before Committee approval for pension commencement
6.3	Death after commencement of pension	Death benefit payable to beneficiary when participant dies after date fixed for start of pension	Adds alternative trigger for death after date Committee approves pension commencement

6.5	Designation of Beneficiary	Did not address voiding of beneficiary designation by divorce	Provides that beneficiary designation may be voided upon divorce under state law
8.1(a)	Transfer to another category with Employer	Effects on participation in Plan	Addresses effects when employee transfers to another OMRP plan
8.1(b)	Transfer to another Municipality	Entitled to pension if eligible	Will continue to accrue service for NRA if other municipality is in OMRP
9.6	No Participant Loans	No provision	Per IRS added provision that no participant loans are available
10.9	Re-employment of Former Employees	Addresses reemployment when plan provides for participant contributions	Addresses reemployment when Plan has Non-Contribution Option
10.10 (a)	Re-employment of Deferred Vested Participants	Counts compensation and service prior and subsequent to reemployment	Addresses applicable pension benefit formula when formula has changed
10.10 (b)	Re-employment of participants in pay status	Describes pension after subsequent retirement	Adds explanation of early reduction adjustment. Allows selection of new form of payment
10.12	Loss of Benefits for Cause	Participant can lose benefits for Cause	Deleted per IRS request and reserved
11.3	Non-Alienation of Benefits	Fund is exempt from attachment or alienation	Deleted reference to Oklahoma statutes as per IRS request
11.6	Qualified Domestic Relations Order	No payment prior to actual retirement of participant	Adds that no payments prior to withdrawal of participants
Sig. Page	Identification of Volume Submitter Practitioner	No provision	Adds information identifying the Volume Submitter Practitioner

B. Joinder Agreement

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
2.	Employee	Blank line for variations	Multiple options for common variations
4.	Compensation	Allows the Employer to exclude certain items from the definition of Compensation	Adds additional possible exclusions for "Longevity Pay," and accrued vacation and sick leave paid upon termination of employment
3.	Eligibility Commencement	Participation commences after employment and waiting period	Waiting period begins on hire date if individual meets requirements
7C	Normal Retirement Age	Description of Modified Rule of 80	Addresses termination of employment after transfer to another municipality
7E	Service Credit Prior to Effective Date	Addresses service credit prior to effective date	Allows limitation of credit for different purposes
10	Retiree Plan Improvement Option	Addresses retiree plan improvement	Clarifies that rehired employees receive improvements even if retirees do not
Sig. Page	Required Disclosure re Volume Submitter	Not addressed	Adds IRS required disclosure regarding the use and restrictions of a Volume Submitter Plan

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COMMISSION OF SHAWNEE, OKLAHOMA:

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2020**, the amended and restated Plan designated "Employee Retirement System of the City of Shawnee, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Shawnee, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Shawnee, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Benefit Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Shawnee, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 7. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Commission of the City of Shawnee on the ____ day of _____, 20____, and was duly adopted and approved by the Mayor and City Commission, on the ____ day of _____, 20____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Shawnee

By _____
Mayor

ATTEST:

Clerk

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT**

City of Shawnee [a municipality chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Shawnee, Oklahoma, hereby establishes a Defined Benefit Plan to be known as City of Shawnee Plan (the "Plan") in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- ☐ This instrument is a new Plan effective __ [such date may not be earlier than the first day of the Plan Year in which it is executed].
- ☒ This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally July 1, 1966. The effective date of this Joinder Agreement is January 1, 2020 [such date may not be earlier than the first day of the Plan Year beginning in 2008, or the first day of the initial Plan Year, if later], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

- ☒ Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person who, on or after the Effective Date, is an employee of the Employer and holds the position of:
- ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - ☐ Assistant City Manager
 - ☐ Chief of Police
 - ☐ Fire Chief
 - ☐ Department Head or Department Manager
 - ☐ Finance Director or Chief Financial Officer
 - ☐ General Counsel or Municipal Attorney
 - ☐ Municipal Judge
 - ☐ _ (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

The word "Employee" shall **not** include:

- ☒ Any person who is currently accruing benefits under any other state retirement system.
- ☐ Any person in the following position and who is covered under another retirement program of system approved by the City:
 - ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - ☐ Assistant City Manager
 - ☐ Chief of Police
 - ☐ Fire Chief
 - ☐ Department Head or Department Manager
 - ☐ Finance Director or Chief Financial Officer
 - ☐ General Counsel or Municipal Attorney
 - ☐ Municipal Judge
 - ☐ (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]
- ☒ Any person who has an Employment Commencement Date after June 30, 2013.
- ☒ Any person hired before July 1, 2013, and who makes the one-time election as of September 1, 2013, to cease participation in this Plan and who elects to participate in the City of Shawnee Defined Contribution Plan.

3. Eligibility.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ☐ month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- ☒ On the Employee's Employment Commencement Date, if such date is prior to July 1, 2013.

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- ☐ No exclusions.
- ☐ Overtime pay.
- ☐ Bonuses.
- ☐ Commissions.
- ☐ Longevity pay.
- ☒ Severance pay.
- ☒ Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- ☐ Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- ☐ Other: [must be definitely determinable]

5. Average Monthly Compensation.

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:

- ☒ sixty (60) consecutive months.
- ☐ thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- ☒ **Mandatory Contribution Option.** A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:

- ☒ **Pick Up Option.** The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant's Compensation required to be contributed as of **September 1, 2013** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- ☐ **Non-Contributory Option.** Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- ☐ Sixty (60) monthly payments.
☒ One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- ☐ Plan AAA – 3.00% with no maximum Years of Service
☐ Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
☒ Plan AA 2.625%
☐ Plan BB 2.25%
☐ Plan CC 1.875%
☐ Plan A 1.50%
☐ Plan B 1.125%
☐ Plan C .75%

C. Normal Retirement Age. Normal retirement age shall be:

- ☐ Age 65
☐ The earlier of (i) and (ii) as follows:
(i) age 65
(ii) the later of age 62 and the age at which the Participant has completed 30 Years of Service.

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- ☒ **Modified Rule of 80:**
The earlier of (i) and (ii) as follows:
(i) age 65
(ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed Years of Service total 80 or greater. To be eligible, the Participant's age plus Years of Service must be at least 80 prior to termination of employment (or, after termination of employment in the case of a Participant who transfers to another Municipality in accordance with Section 8.1(b) of the Plan)

Examples: 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.

2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.
3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

- D. Vesting Options.** The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.
- ☐ Ten Year Cliff Vesting Schedule
 - ☒ Seven Year Cliff Vesting Schedule
 - ☐ Five Year Cliff Vesting Schedule
- E. Service Credit Prior to Effective Date.** The Employer hereby elects to include the following limitation of service prior to the effective date.
- ☒ No limitation if the Employee's Employment Commencement Date is prior to July 1, 2013.
 - ☒ For all purposes under the Plan
 - ☐ With respect to Service for purposes of vesting and attainment of Normal Retirement Age
 - ☐ Service credit prior to the effective date shall not exceed years
 - ☐ For all purposes under the Plan
 - ☐ With respect to Service for purposes of benefit accruals.
- F. Service Buyback.** The Employer hereby elects
- ☒ No service buyback pursuant to Section 10.11 of the Plan
 - ☐ The service buyback provisions of Section 10.11 of the Plan.
- G. Service for Worker's Compensation Period.** If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- ☒ shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
 - ☐ shall not be credited with Service for such period.
- H. Determination of Service for City Manager.** Any Participant in the position of City Manager for the City of Shawnee and who was hired prior to February 1, 2004, shall receive an additional five (5) years of credited Service for purposes of calculating benefits under Section 5.1 of the Plan. No early retirement reduction shall apply.
- I. Cessation of Benefit Accruals under Retirement Plan.** Effective September 1, 2013, all Participants who elect to cease participation in this Plan by making the one-time election to participate in the City of Shawnee Defined Contribution Plan shall cease accrual of Service for purposes of calculating Pension benefits under the Plan. Any such Plan Participant who was an active Participant prior to July 1, 2013, may continue to earn Years of Service for vesting purposes and satisfying Modified Rule of 80 after August 31, 2013, under this Plan but will not continue to earn Years of Service for calculating Pension Benefits under Section 5.1 of the Plan.
- J. Limitation of Average Monthly Compensation under Retirement Plan.** Effective September 1, 2013, all Participants who elect to cease participation in this Plan by making the one-time election to participate in the City of Shawnee Defined Contribution Plan shall have their benefit calculation under 5.1 of the plan consider Average Monthly Compensation as defined in 2.1 of the Plan using Compensation reported through August 31, 2013.
- K. Determination of Vesting for City Manager.** Any Participant in the position of City Manager for the City of Shawnee as of November 1, 2014, shall receive an additional one and one-half (1.50) years of vesting credit for purposes of calculating benefits under Section 5.1 of the Plan.

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after September 1, 2013.

- a. ☐ The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

Plan AAA – 6.00%

Plan AA - 5.25%

Plan BB - 4.50%

Plan CC - 3.75%

Plan A – 3.00%

Plan B - 2.25%

Plan C - 1.50%

- b. ☒ The contribution formula shall be 4.25% [insert number between 0 and twelve] of compensation.

- c. ☐ The contribution as annually determined each year shall be shared by the Participant and Employer as follows: Employee portion % Employer portion %

(Participant plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Participant as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

- ☒ No Cost-of-Living Option on Future Service Benefits effective August 31, 2013.

"Future Service Benefits" refer to pension benefit accruals after August 31, 2013.

- ☒ Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be July 1, 1976 (the original date that the Employer elected the Cost-of-Living Option) through August 31, 2013 and shall apply for benefit accruals earned through August 31, 2013.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment on or after the Effective Date of this Joinder Agreement, shall

- ☐ be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

- ☐ be increased by % effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

- ☒ not be increased unless such former Employee is subject to Section 10.9 or 10.10 of the Plan, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

- ☐ Optional benefit forms under Section 7.2 of the Plan will not be permitted.

- ☒ Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):

NONE

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

☒ [X] Not applicable as of September 1, 2013.

(All prior balances under the Defined Contribution Option will remain in place as described below, but no additional employee contributions will be added as of September 1, 2013.)

☒ [X] Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

- (1) Mandatory Contributions made by the Participant after the effective date of the option; and
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance as requested. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

This option shall be effective July 1, 1995 [include the earlier of the date this Option was originally adopted in a Joinder Agreement or the date of adoption in the current Plan Year].

13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Shawnee has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Shawnee

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 10th Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

Regular Board of Commissioners

5. a.

Meeting Date: 12/02/2019

Library Flooring - Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Purchase and Installation of Vinyl Tile, Carpet, and Ceramic Tile for the Shawnee Library (Award)

Attachments

Memo

Addendum Memo

Notice to Bidders

Plan Holders List

Pre-bid Meeting Sheet

Bid Tabulation



Office of the Director of Operations

Date: November 21, 2019
To: Mayor and Commissioners
From: James Bryce, Director of Operations
RE: **Library Flooring Project Award**

On October 21, 2019 staff went out for bid on the Library Flooring Replacement Project advertising in the newspaper and mailing out to several flooring contractors.

On November 7, 2019 staff held a mandatory Pre-Bid Meeting at the Library to go over the specifics of the project and three contractors attended.

On November 18, 2019 sealed bids were opened at the Regularly scheduled Commission Meeting with two contractors submitting bids.

Staff has visited with both bidders making sure that they understand all aspects of the bids and primarily the moving of furniture. Also discussed was the moisture test and the costs per square foot. Past flooring projects here have noted that there could be a moisture problem.

Staff is recommending that Bryan's Flooring out of Oklahoma City be awarded the bid for the Library Flooring Project at a cost of:

Base bid is \$92,600.00

Additional cost possible:

Up to 93% moisture = .25/sqft more

94%-95% moisture = 2.50/sqft more

Over 95% moisture = 4.50/sqft more

The project would be funded out of the facility repair portion of the ½ cent temporary sales tax.



Office of the Director of Operations

Date: November 8, 2019
To: Perspective Contractors
From: James Bryce, Director of Operations
RE: **Addendum 1, Library Flooring Project**

Addendum Number 1

- A. flooring is to be installed per manufactures specifications.
- B. Depending on the outcome of the moistier make sure that your bid reflects how you will need to install the flooring:
pressure sensitive, spray on adhesive, or roll on liquid membrane
- C. All questions pertaining to the roofing project will be answered by email up to 72 hrs.
prior to submittal.

If you have any questions regarding the above, or need additional information, please advise at jbryce@shawneeok.org.

Respectfully,

James Bryce
Director of Operations
City of Shawnee

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to **4:00 p.m., Monday, November 18th, 2019**, for:

Purchase and Installation of Vinyl Tile, Carpet, and Ceramic Tile for the Shawnee Library

A Mandatory Pre-Bid meeting is set for November 7, 2019 at the Shawnee Public Library, 101 N. Philadelphia Shawnee, Ok 74801 for 2:00 pm.

Instructions and bid documents will be available to qualified bidders at the Shawnee Library, 101 N. Philadelphia Shawnee, Ok 74801 during the pre-bid meeting and at 1400 N. Center Street Shawnee, 74801 Fairview Cemetery Office.

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

BID - Purchase and Installation of Vinyl Tile, Carpet, and Ceramic Tile for the Shawnee Library November 18th, 2019

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

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at **6:00 p.m., Monday, November 18th, 2019**. The City of Shawnee reserves the right to reject any or all bids.



CITY OF SHAWNEE, A Municipal Corporation

By: Chance Allison
Chance Allison, City Manager

(SEAL)

ATTEST:

Lisa Lasyone
Lisa Lasyone, CMC, City Clerk

Plan Holders list Library Flooring Project

Bryan's Flooring
3935 W. Reno Avenue
Oklahoma City, OK 73107
Attn: Ash Kelly

Wilson Brothers Carpet and Tile
106 W. Independence
Shawnee, Ok 74801

Metro Flooring
2719 S. I-35 Service Road
Moore, OK 73160

Continental Flooring Company
Tracy Johnson tjohnson@continentalflooring.com
1 (800) 825-1221

Floor Design Center
11716 S. Western Ave.
Oklahoma City, Ok 73170

Shawnee News star

Fowler Floors and More
109 Industrial Blvd.
Moore, Ok 73160

Southwest Construction News
3616 NW 58th Street
Oklahoma City, Ok 73112

Bailey's Floor Covering
920 Jim Thorpe Blvd.
Prauge, Ok 74864

Dodge Data & Analytics
300 American Metro Blvd. Suite 185
Hamilton, NJ 08619

Bowlan Carpets
711 E. Highland
Shawnee, OK 74801

Construction connect
30 Technology Parkway South Suite 100
Norcross, GA 30092

Vincent's Carpet
117 E. Main St.
Shawnee, OK 74801

Floorco
mark@floorco-designcenter.com

Cornelson Flooring
4327 N.W. 23rd
Oklahoma City, OK 73170

Affinity Corporation, LLC
(405) 821-0917
joshua.goodson@buildwithaffinity.com

Commercial Floors of Oklahoma
1803 Cherry Stone St.
Norman, OK 73072

Commercial Carpet and Flooring
1833 S. May Ave.
Oklahoma City, Ok 73108

Shawnee Library Flooring Plan Holders

Mandatory Pre-Bid 11/07/2019

Name (Print)

Company

Joshua Goodson

Affinity Corporation, LLC

Phone Number

Email Address

405-821-0917

joshua.goodson@buildwithaffinity.com

Name (Print)

Company

Dustin Milton

Floorco

Phone Number

Email Address

790-0304
405-~~821~~

Mark@Floorco-designcenter.com

Name (Print)

Company

Ash Kelly

Bryan's Flooring

Phone Number

Email Address

405-269-1636

ash@bryansflooring.com

Name (Print)

Company

Phone Number

Email Address

Name (Print)

Company

Phone Number

Email Address

BID TABULATION SHEET

**PURCHASE AND INSTALLATION OF VINYL TILE, CARPET, AND
CERAMIC TILE FOR THE SHAWNEE LIBRARY**

NOVEMBER 18, 2019

<u>BIDDER</u>	<u>AMOUNT</u>
<u>Bryan's Flooring, Oklahoma City, OK</u>	<u>\$ 92,600.00</u>
Up to 93% moisture	.25/sqft
94% - 95% moisture	2.50/sqft
Over 95% Moisture	4.50/sqft
<u>Affinity Corp., Tecumseh, OK</u>	<u>\$168,730.00</u>
Moisture test adjustment	1.75/sqft

Regular Board of Commissioners**5. b.**

Meeting Date: 12/02/2019

Senior Center Roofing - Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Senior Citizens Center Roofing Project (Award)

Attachments

Memo

Addendum Memo

Notice to Bidders

Plan Holders List

Pre-bid Meeting Sheet

Bid Tabulation



Office of the Director of Operations

Date: November 22, 2019
To: Mayor and Commissioners
From: James Bryce, Director of Operations
RE: Senior Center Roofing Project Award

On October 21, 2019 staff went out for bid on the Senior Center Roofing Project advertising in the newspaper and mailing out to several roofing contractors.

On November 6, 2019 staff held a non-mandatory Pre-Bid Meeting at the Senior Center to go over the specifics of the project.

On November 18, 2019 sealed bids were opened at the Regularly scheduled Commission Meeting with four contractors submitting bids.

Staff has spoken with the two lowest bidders concerning certain aspects of their bid with the main area being the raising of the skylights. Through our questioning we found out that the lowest bidder did not include raising the skylights in their bid therefore disqualifying them from the process. The Second lowest bidder did figure in the skylights and seemed to understand this project well.

Staff is recommending that Cantrell Exteriors Finishes out of Choctaw be awarded the bid for the Senior Center Roofing Project at a cost of:

Base bid is \$89,000.00

Additional cost possible:

\$15.00/sqft for insulation replacement if needed

\$8.00/sqft for metal deck replacement if needed

\$5.00/sqft for wood deck replacement if needed

The project would be funded out of the facility repair portion of the ½ cent temporary sales tax.



Office of the Director of Operations

Date: November 7, 2019
To: Perspective Contractors
From: James Bryce, Director of Operations
RE: **Addendum 1, Senior Center Roofing Project**

Addendum Number 1

- A. Roofing is to be installed per manufactures specifications.
- B. Raise all skylights up to a height of 8 in. above new roof finished grade.
- C. Perform a moistier test on the insulation on roof B in locations where leaks were present. Add a cost per SQFT for replacement of insulation back to original height. City Staff will determine at time of insulation replacement the exact SQFT to replace.
- D. All questions pertaining to the roofing project will be answered by email up to 72 hrs. prior to bid submittal.

If you have any questions regarding the above, or need additional information, please advise at jbryce@shawneeok.org.

Respectfully,

James Bryce
Director of Operations
City of Shawnee



NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee at 16 West 9th Street Shawnee, Oklahoma 74801 or by mail at P. O. Box 1448, Shawnee, Oklahoma 74802, up to **4:00 p.m., Monday, November 18, 2019** for:

The Senior Center Roofing Project

A **Pre-Bid meeting** is set for November 6, 2019 at the Shawnee Senior Center, 400 N. Bell Shawnee from 2:00 pm to 3:00 pm. Meeting is not mandatory but provided for contractor information and inspection. Contractor is still responsible for field measurements and familiarity of the project and site even if you did not attend.

Instructions and bid documents will be available to qualified bidders at the Shawnee Senior Center, 400 N. Bell Shawnee, Oklahoma 74801 during the pre-bid meeting and at 1400 N. Center Street Shawnee, 74801 Fairview Cemetery Office.

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

BID - The Senior Center Roofing Project **November 18, 2019**

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

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:00 p.m., Monday, November 18, 2019. The City of Shawnee reserves the right to reject any or all bids.



CITY OF SHAWNEE, A Municipal Corporation

By: Chance Allison
Chance Allison, City Manager

(SEAL)

ATTEST: Lisa Lasyone
Lisa Lasyone, CMC, City Clerk

Plan Holders List

Senior Center Roofing Project

B J Phillips Construction
16004 Kings Road
Shawnee, OK 74801

Extreme Roofing Solutions
1813 N Harrison Street
Shawnee, OK 74804

Patterson Roofing & Construction
1101 N Kickapoo Ave
Shawnee, OK 74804

Don Manion Roofing
838 N Kickapoo Ave
Shawnee, OK 74804

Under God Roofing & Construction
208 South Aydelotte St.
Shawnee, OK 74801

Durabuilt Construction
701 W Hayes
Shawnee, OK 74801

Salazar Roofing & Construction
2400 N Harrison
Shawnee, OK 74804

Diamond B Roofing & Construction LLC
1530 N Harrison #281
Shawnee, OK 74804

G. Shultz
Quality Homes, LLC.
Po Box 30137
Oklahoma City, Ok 73140
(405) 204-6366
Chomes6366@yahoo.com

Construction Connect
30 Technology Parkway South Suite 100
Norcross, GA. 30092

Affinity Corporation, LLC
(405) 821-0917 Joshua Goodson
Joshua.goodson@buildwithaffinity.com

Coats Roofing
PO Box 1340
Seminole, Ok 74818

Allwine Roofing & Construction, Inc.
3815 S. 79th E. Ave.
Tulsa, OK 74145

Alva Roofing Company
(918) 399-5905 Dirk O'Donnell
dirk@alvaroofting.com

Dodge Data & Analytics
300 American Metro Blvd. Suite 185
Hamilton, NJ 08619

Southwest Construction News
3616 NW 58th Street
Oklahoma City, Ok 73112

Crawford Roofing Inc.
701 Pikes Peak Rode
Chickasha, Ok 73023

Mid-America Roofing & Construction
PO Box 20243
Oklahoma City, Ok 73156

Gabriel
Seacoast Roofing
gabe@seacoastrc.com
(405) 761-4913

Andy
Heritage Hills Roofing
andy@heritagehillsroofing.com
(405) 693-4628

Ground Zero Roofing
(405) 239-0708 Matt Groves
mattgrovesbch@gmail.com

Cantrell Exterior
(405) 655-3798 Earl Gordon
emgpat2005@gmail.com

PRE BID 11-6-19
- NON-MANDATORY -
Shawnee Senior Center Roofing Project

Name (Print)

Company

MATT GROVES

GROUND ZERO ROOFING

Phone Number

Email Address

405-239-0708

mattgrovesbct@gmail.com

Name (Print)

Company

Jeshua Goodson

Affinity Corporation, LLC

Phone Number

Email Address

405-821-0917

jeshua.goodson@buildwithaffinity.com

Name (Print)

Company

Dirk O'Donnell

Alca Roofing Company

Phone Number

Email Address

918-399-5905

dirk@alcaroofing.com

Name (Print)

Company

Earl Gordon

Cantrell Exterior

Phone Number

Email Address

405-655-3798

emgpat2005@gmail.com

Name (Print)

Company

Phone Number

Email Address

