

AGENDA
BOARD OF CITY COMMISSIONERS
June 1, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Shawnee Municipal Authority Agenda Item No. 2.
 - b. Minutes from the May 18, 2015 regular meeting.
 - c. Mayor's Appointments:

Pioneer Library Systems Board
Bob Perry Term to Expire 6-30-2018 2nd Full Term
 - d. Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Lonnie Mike Cox.
 - e. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Dawn Morgan.
 - f. Authorize staff to advertise for bids for an emergency generator and transmitter antenna provision and installation at the North Radio Repeater Tower site.
 - g. Acknowledgment of contract renewals by City Manager for FY 2015-2016:
 1. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
 2. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
 3. Fingerprint Service for The Housing Authority of the City of Shawnee.
 4. Lease of property known as Regional Park by Dace Dockery.

5. Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.
 6. Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.
 7. Agreement with McLoud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.
 8. Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.
 9. Agreement with Central Oklahoma Economic Development District (COEDD) for space in Municipal Auditorium.
 10. Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
 11. Agreement to renew Blackboard, Inc. for Blackboard Connect Services July 1, 2014 through June 30, 2015.
- h. Approve renewal of existing contract with no changes and approved by the Commission for FY 2015-2016:
1. Pottawatomie County Public Safety Center Jail Services Agreement.
 2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
 3. Discussion, consideration and possible action to hold a special election to fill unexpired Ward 1 vacancy.
 4. Discussion, consideration and possible action to appoint a City Commissioner to fill Ward 1 vacancy. *(If Item No. 3 passes, this item will not be considered).*
 5. Swearing-in of Ward 1 Commissioner. *(This item only occurs if a Commissioner for Ward 1 is appointed during Agenda Item No. 4.)*
 6. Consider a resolution approving renewal of a certain lease agreement with Motorola Credit Corporation.
 7. A public hearing and consideration of approval of an ordinance to rezone property located at Harrison Street, North of Wolverine Road, from A-1; Rural Agricultural to I-3; Heavy Industrial. Case #P09-15 Applicant: The Landrun Group, LLC *(Deferred from May 18, 2015 City Commission Meeting.)*
 8. Consideration of approval of a Preliminary Plat for North Harrison Industrial Park located at Harrison Street, North of Wolverine Road. Case #S05-15 Applicant: The Landrun Group, LLC *(Deferred from May 18, 2015 City Commission Meeting.)*
 9. Public hearing and consideration of approval of a budget for Fiscal Year 2015-2016.

10. Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2015 through June 30, 2016 finding all things requisite and necessary have been done in preparation and presentation of budget.
11. Discussion, consideration and possible action on an ordinance amending Section 12-51 of the Shawnee Municipal Code relating to qualifications of Judge.
12. Consider Bids:
 - a. Municipal Auditorium HVAC Design (Award)
13. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
14. Commissioners Comments
15. Discussion, consideration and possible action to enter into executive session for the purpose of finalizing a contract with Justin Erickson for performance of duties as City Manager pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee".
16. Consideration and possible action on matters discussed in executive session for the purpose of finalizing a contract with Justin Erickson for performance of duties as City Manager pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee".
17. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1. a.

Meeting Date: 06/01/2015

Bids Acknowledge Staff to Proceed

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Shawnee Municipal Authority Agenda Item No. 2.

Regular Board of Commissioners

1. b.

Meeting Date: 06/01/2015

CC Minutes 05/18/2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 18, 2015 regular meeting.

Attachments

CC Minutes 05/18/2015

CC SC Minutes 05/22/2015

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 18, 2015 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, May 18, 2015 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord
Mayor

Vacant
Commissioner Ward 1

Linda Agee
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Keith Hall
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Micheal Dykstra
Commissioner Ward 6

ABSENT: None

INVOCATION

Rev. Amy Busse
United Presbyterian

FLAG SALUTE

Led by Commissioner Harrod

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

1. Consider approval of Consent Agenda:
 - a. Minutes from the May 4, 2015 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for April 2015
 - Project Payment Report for April 2015

- Shawnee Urban Renewal Authority Minutes from April 7, 2015
- Planning Commission Minutes from March 4, 2015 and April 1, 2015
- Contract Review Committee minutes from May 28, 2014 meeting and April 14, 2014 meeting (*April 14, 2015 draft only not yet approved – for information only*)

c. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2015-2016:

- (1) Consider renewal of the YMCA contract for the management and operation of the Community Center for FY 2015-16.

RECOMMENDATION: To renew contract for FY 2015-16 in the amount of \$36,000. (No change from FY 2014-15 contract).

- (2) Consider renewal of the contract with Senior Citizens Center, Inc. for operation of the Municipal Auditorium for FY 2015-16.

RECOMMENDATION: To renew contract for FY 2015-16 in the amount of \$100,000. (FY 2014-15 contract amount was \$90,994.00).

- (3) Consider renewal of contract with Shawnee Economic Development Foundation for FY 2015-16.

RECOMMENDATION: To renew contract for FY 2015-16 in the amount of \$231,000. (No change from FY 2014-15 contract).

- (4) Discuss and consider renewal of contract with Safe Events for Families for FY 2015-16.

RECOMMENDATION: To renew contract for FY 2015-16 to reimburse expenses for events up to \$15,000. (FY 2014-15 contract amount was \$12,000).

d. Mayor's Appointments:

Planning Commission

Michael Affentranger Term to Expire 06/01/2018 1st Full Term

Replaces Chris Silvia – Termed Out

- e. Grant an easement to Oklahoma Gas and Electric Company to provide street/safety lighting at the public works facility.
- f. Authorization for Commissioner Linda Agee to attend the Oklahoma Statewide Preservation Conference June 3-5, 2015 in Bartlesville, Oklahoma.
- g. Acknowledge award of 2015 Local Edward Byrne Memorial Grant (\$19,690.00 split with Pottawatomie County Sheriff's office).
- h. Ratify Interim City Manager's Declaration of State of Emergency dated May 6, 2015 and authorize staff to sign request for public assistance.

Commissioner Agee asked that Agenda Item No. 1(f) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve the Consent Agenda Item Nos. 1(a-h), less item No. 1(f). Motion carried 6-0.

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

NAY: None

Agenda item No. 1(f) authorized Commissioner Agee to attend the Oklahoma Statewide Preservation Conference in Bartlesville, Oklahoma. A motion was made by Commissioner Hall, seconded by Commissioner Dykstra, to approve Consent Agenda Item No. 1(f). Motion carried 5-0-1.

AYE: Hall, Dykstra, Harrod, Mainord, Shaw

NAY: None

ABSTAIN: Agee

AGENDA ITEM NO. 2:

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

Ms. Edwina Butler-Wolfe addressed her concerns regarding the Ward 1 vacancy.

AGENDA ITEM NO. 3:

Mayor's Proclamations:
"Community Action Month"
May 2015

Mr. Douglas Gordon accepted the Mayor's Proclamation for "Community Action Month" presented by Mayor Mainord.

AGENDA ITEM NO. 4:

Discussion, consideration and possible action to appoint a City Commissioner to the Ward 1 position to fill the open position left by Gary Vogel until the next regular City Commissioner election in 2016.
(Continued from May 4, 2015 City Commission Meeting.)

After discussion, a motion was made by Commissioner Shaw, seconded by Commissioner Agee, to approve the action to indefinitely table the Ward 1 City Commissioner position appointment. Motion failed 3-3.

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

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to appoint Dell Kerbs as Ward 1 City Commissioner until the next regular City Commission election in 2016. Motion failed 3-3.

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

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to appoint John Winterringer as Ward 1 City Commissioner until the next regular City Commission election in 2016. Motion failed 3-3.

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

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to appoint Regena Morton as Ward 1 City Commissioner until the next regular City Commission election in 2016. Motion failed 3-3.

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

A motion was made by Vice Mayor Harrod, seconded by Mayor Mainord, to appoint William Kirkland as Ward 1 City Commissioner until the next regular City Commission election in 2016. Motion failed 3-3.

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

AGENDA ITEM NO. 5: Swearing in of Ward I Commissioner. (*This item only occurs if a Commissioner for Ward 1 is appointed during Agenda Item No. 3.*)

No action taken.

AGENDA ITEM NO. 6: A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 731 E. Independence from C-3; Highway Commercial to C-3; Highway Commercial with a Conditional Use Permit. Case #P03-15 Applicant: Lottie Coody (*Planning Commission deferred item until the June 3, 2015 meeting.*)

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to defer this item until the June 15, 2015 City Commission meeting. Motion carried 6-0.

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

AGENDA ITEM NO. 7:

A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 126 S Center Avenue from R-3; Multi-Family Residential District to C-1P; Neighborhood Commercial with a Conditional Use Permit.

Case #P05-15 Applicant: Phil Fitzgerald and/or Rodney Bivens.

Staff report was given by Interim City Manager, Justin Erickson. He stated that the Planning Commission, as well as staff, recommends the requested rezoning.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone property from with a Conditional Use Permit for property located at 126 S Center Avenue from R-3; Multi-Family Residential District to C-1P; Neighborhood Commercial with a Conditional Use Permit. Mr. Daniel Mathew and Mr. Rodney Bivens appeared in favor of said rezoning. No one appeared against said rezoning. The public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the ordinance rezoning property from with a Conditional Use Permit for property located at 126 S Center Avenue from R-3; Multi-Family Residential District to C-1P; Neighborhood Commercial with a Conditional Use Permit with the following conditions:

1. A landscaping plan meeting code requirements (Section 22.180) shall be submitted concurrent with building permit submittal.
2. A copy of the cross-access agreement providing for sufficient parking, loading/unloading, and site circulation shall be submitted concurrent with the building permit application.
3. Outdoor lighting of the planned building and of the site shall be installed and oriented in a way that does not impact adjacent residential properties (Section 22-175.4).

Ordinance No. 2561NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: ALL OF LOTS FOUR (4) THRU SEVENTEEN (17) IN CENTRAL PARK ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM R-3; MULTI-FAMILY RESIDENTIAL TO C-1P; NEIGHBORHOOD COMMERCIAL WITH CONDITIONAL USE PERMIT; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE, ACCORDINGLY.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2561NS was adopted by the City Commission.

AGENDA ITEM NO. 8:

A public hearing and consideration of approval of an ordinance to rezone property located at 602 E. Highland Street from C-1; Neighborhood Commercial to C-3; Highway Commercial.

Case #P06-15 Applicant: Scott Timmons.

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

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone property from with a Conditional Use Permit for property located at 126 S Center Avenue from R-3; Multi-Family Residential District to C-1P; Neighborhood Commercial with a Conditional Use Permit. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve the ordinance rezoning property located at 602 E. Highland Street from C-1; Neighborhood Commercial to C-3; Highway Commercial. Motion failed 0-6.

AYE: None

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

AGENDA ITEM NO. 9:

A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 302 S Beard Street from I-2; Light Industrial District to I-3; Heavy Industrial District with a Conditional Use Permit. Case #P07-15 Applicant: Michael S. Kline

(Application withdrawn prior to Planning Commission May 4, 2015 meeting.)

No action was taken.

AGENDA ITEM NO. 10:

A public hearing and consideration of an ordinance to rezone the property located on Highland and Kimberly Street from R-2; Combined Residential and R-3; Multi-Family Residential to PUD; Planned Unit Development. Case #P08-15; Applicant: Sac & Fox Housing Authority.

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

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone property located on Highland and Kimberly Street from R-2; Combined Residential and R-3; Multi-Family Residential to PUD; Planned Unit Development. Mr. Jerry Mankin appeared not in favor or against said rezoning. He stated concerns regarding the rezoning as to the affect it may have on property. Justin Debruin assured that the legal description does not include his property. Mr. Richard Landes also spoke in favor of said rezoning. No one appeared against said rezoning. The public hearing was closed.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve an ordinance to rezone the property located on Highland and Kimberly Street from R-2; Combined Residential and R-3; Multi-Family Residential to PUD; Planned Unit Development with the following conditions:

1. Developer shall adhere to proper procedure for having a public right-of-way closed, and then vacated from the Court records before consideration for Preliminary Plat.

Ordinance No. 2562NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, FROM R-2; COMBINED RESIDENTIAL AND R-3; MULTIFAMILY RESIDENTIAL TO P.U.D.; PLANNED UNIT DEVELOPMENT AS DESCRIBED BELOW, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE, ACCORDINGLY.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2562NS was adopted by the City Commission.

AGENDA ITEM NO. 11:

A public hearing and consideration of approval of an ordinance to rezone property located at Harrison Street, North of Wolverine Road, from A-1; Rural Agricultural to I-3; Heavy Industrial. Case #P09-15 Applicant: The Landrun Group, LLC

Staff report was given by Assistant City Planner, Justin Debruin. He stated that the applicant requests to defer this item until the June 1, 2015 City Commission meeting.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to defer this item until the June 1, 2015 City Commission meeting. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 12:

Consideration of approval of a Preliminary Plat for North Harrison Industrial Park located at Harrison Street, North of Wolverine Road. Case #S05-15 Applicant: The Landrun Group, LLC

Staff report was given by Assistant City Planner, Justin Debruin. He stated that the applicant requests to defer the item until the June 1, 2015 City Commission meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to defer this item until the June 1, 2015 City Commission meeting. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 13:

A public hearing and consideration of an ordinance to rezone the property located on Kickapoo Street, North of MacArthur Street, from PUD; Planned Unit Development to PUD; Planned Unit Development. Case #P10-15; Applicant: The Landrun Group, LLC

Staff report was given by Assistant City Planner, Justin Debruin, for both Agenda Item Nos. 13 and 14. He stated that the Planning Commission, as well as staff recommends the requested rezoning and Preliminary Plat.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone property located on Kickapoo Street, North of MacArthur Street, from PUD; Planned Unit Development to PUD; Planned Unit Development. Ms. Julie Landes appeared in favor of said rezoning. No one appeared against said rezoning. The public hearing was closed.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve an ordinance to rezone the property located on Kickapoo Street, North of MacArthur Street, from PUD; Planned Unit Development to PUD; Planned Unit Development with the following conditions:

1. Submittal, approval and incorporation of proposed access agreements and their instrument number into the PUD Design Statement.
2. Section 18.0 (D) shall be corrected. All utility meters shall be placed within the utility easement.

Ordinance No. 2563NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, FROM P.U.D.; PLANNED UNIT DEVELOPMENT TO P.U.D.; PLANNED UNIT DEVELOPMENT AS DESCRIBED BELOW, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE, ACCORDINGLY.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2563NS was adopted by the City Commission.

AGENDA ITEM NO. 14:

Consideration of approval of a Preliminary Plat for Kickapoo Plaza located on Kickapoo Street, North of MacArthur Street. Case #S06-15 Applicant: The Landrun Group, LLC

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the preliminary plat for Kickapoo Plaza located on Kickapoo Street, North of MacArthur Street with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineering drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Six (6') foot sidewalk required along Kickapoo Street.
4. Submittal of appropriate documentation associated with cross-access agreements.
5. All other applicable City standards apply.

Motion carried 5-0-1.

AYE: Harrod, Hall, Dykstra, Agee, Mainord

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 15:

Discussion, consideration and possible action to approve an ordinance to adopt the Downtown Property Maintenance Code.

A staff report was given by Justin Erickson, Interim City Manager, regarding the proposed ordinance to adopt the Downtown Property Maintenance Code.

A motion was made by Commissioner Shaw, seconded by Commissioner Agee, to approve an ordinance adopting the Downtown Property Maintenance Code.

Ordinance No. 2564NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE AMENDING CHAPTER 7, CREATING ARTICLE XVII – DOWNTOWN PROPERTY MAINTENANCE CODE, PROVIDING FOR SEVERABILITY AND PROVIDING FOR CODIFICATION.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2564NS was adopted by the City Commission.

AGENDA ITEM NO. 16: Discussion, consideration and possible action on renewal of a nonexclusive permit to Vyve Broadband A, LLC to maintain a cable communication system in the City of Shawnee.

A staff report was given by Justin Erickson, Interim City Manager, regarding the approval for the 12-year permit with Vyve.

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve the renewal of a nonexclusive permit to Vyve Broadband A, LLC to maintain a cable communication system in the City of Shawnee. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 17: Discussion, consideration and possible action to determine selection process for Municipal Judge.

The Mayor reported that Judge Robert Jones resigned as of May 6, 2015. The Mayor would like to have the courtroom name changed to honor Judge Jones and would also like to make him a Judge Emeritus. City Attorney Mary Ann Karns stated that a resolution is needed for both the courtroom name change and the Judge Emeritus. Staff advised that these items will be placed on a future City Commission agenda.

Robert Butler has been appointed by the Mayor as Interim Municipal Judge until a new Municipal Judge is selected.

COMMISSIONER HARROD LEFT THE CHAMBERS AT 7:54 P.M.

COMMISSIONER HARROD RETURNED AT 7:56 P.M.

A motion was made by Commissioner Shaw, seconded by Commissioner Hall, to approve the action of posting an advertisement for two weeks to fill the position of Municipal Judge. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 18: Acknowledge Sales Tax Report received May 2015.

Cynthia Sementelli, Finance Director, reported that May sales tax collected this month was \$1,466,536.00, which is up 5.13% from 2014 and 11.7% from 2013.

AGENDA ITEM NO. 19: City Manager Report

A report was given by Justin Erickson, Interim City Manager, regarding the progress at the Municipal Pool and the Boy Scout Splash Pad. Mr. Erickson reported that the opening of the Municipal Pool has been deferred until a later date due to the amount of rain that has caused the construction to be delayed. He stated that the Boy Scout Splash Pad and still currently scheduled to be opened on May 27, 2015.

A report was given by James Bryce, Director of Operations, regarding the status for the maintenance building at the lake. The construction of the building has been delayed due to the rain received.

AGENDA ITEM NO. 20: Consider Bids/Requests for Qualifications

a. Boy Scout Restroom Project (Award)

Director of Operations, James Bryce, announced that three bids were received and after review and consideration it was staff's recommendation to award the bid to Craig Contractors, LLC of Tecumseh, Oklahoma in the total amount of \$98,522.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to accept staff's recommendation and award the bid to Craig Contractors, LLC in the total amount of \$98,522.00. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 21:

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

There was no New Business.

AGENDA ITEM NO. 22:

Commissioners Comments

Mayor Mainord advised that he received a call and was asked that all Commissioners participate in the Juneteenth celebration parade.

Commissioner Hall applauded the Shawnee High School teams that placed in the recent state competition.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND RECONVENE SHAWNEE MUNICIPAL AUTHORITY (8:09 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:28 P.M.)

AGENDA ITEM NO. 23:

Discussion, consideration and possible action to enter into executive session for the purpose of reviewing information on candidates related to the hiring of a city manager pursuant to 25 O.S. §307(B)1 “Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee”.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to enter into Executive Session to discuss, consider and take possible action for the purpose of reviewing information on candidates related to the hiring of a city manager pursuant to 25 O.S. §307(B)1 “Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee”. Motion carried 6-0.

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

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 8:29 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 9:35 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 24:

Consideration and possible action on matters discussed in executive session for the purpose of reviewing information on candidates related to the hiring of a city manager pursuant to 25 O.S. §307(B)1 “Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee”.

A motion was made by Commissioner Shaw, seconded by Commissioner Hall, to invite three candidates as final applicants to interview on May 22, 2015 at 2:00 p.m. located at the Shawnee Heart of Oklahoma Exposition Center. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 25:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:37 p.m.)

WES MAINORD, MAYOR

ATTEST:

LISA LASYONE, DEPUTY CITY CLERK

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
MAY 22, 2015

The Board of City Commissioners met in Special Called Session at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma, Friday, May 22, 2015 at 2:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Wes Mainord

Chairman

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Absent

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Michael Dykstra

Commissioner Ward 6

Absent: Keith Hall

The Call for said meeting was entered upon the records by the City Clerk, said Call being as follows:

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE, KLAHOMA

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 19th day of May, 2015, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma at the Heart of Oklahoma Exposition Center, Highway 177 and Independence, Shawnee, Oklahoma at 2:00 p.m. on the 22nd day of May, 2015, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be to enter into executive session for the purpose of interviewing candidates for the position of city manager, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a City Manager.

Witness my hand this 20th day of May, 2015.

(SEAL)

ATTEST:

s/s Lisa Lasyone
LISA LASYONE
DEPUTY CITY CLERK

s/s Justin Erickson
JUSTIN ERICKSON
INTERIM CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 20th day of May, 2015 at 11:03 o'clock a.m., and executed the same by delivering a true and correct copy thereof to each of the Commissioners of the City of Shawnee, Oklahoma as follows:

I delivered a true and correct copy to Mayor Wes Mainord via e-mail at 11:27 o'clock a.m. on May 20, 2015

I emailed a true and correct copy to Commissioner Linda Agee via e-mail at 3:22 o'clock p.m. on May 20, 2015

I emailed a true and correct copy to Commissioner/Vice Mayor James Harrod via e-mail at 8:58 o'clock a.m. on May 21, 2015

I emailed a true and correct copy to Commissioner Keith Hall via e-mail at 1:53 o'clock p.m. on May 20, 2015

I emailed a true and correct copy to Commissioner Lesa Shaw via e-mail at 8:47 o'clock a.m. on May 22, 2015

I emailed a true and correct copy to Commissioner Michael Dykstra via e-mail at 11:03 o'clock a.m. on May 20, 2015 but no response was received

s/s Lisa Lasyone
Deputy City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 22ND DAY OF MAY AT 2:00 P.M. AT THE HEART OF OKLAHOMA EXPOSITION CENTER, HIGHWAY 177 AND INDEPENDENCE, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO ENTER INTO EXECUTIVE SESSION FOR THE PURPOSE OF INTERVIEWING CANDIDATES FOR THE POSITION OF CITY MANAGER, CONSIDERATION AND DISCUSSION OF POSSIBLE CONTRACT, CONSIDERATION AND DISCUSSION REGARDING SELECTION OF THE CANDIDATES PURSUANT TO AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. §307(B)(1) TO DISCUSS THE EMPLOYMENT AND HIRING OF A CITY MANAGER.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the Heart of Oklahoma Exposition Center, Highway 177 and Independence, Shawnee, Oklahoma at 2:00 p.m. on the 22nd day of May, 2015 to enter into executive session for the purpose of interviewing candidates for the position of city manager, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a City Manager.

Witness my hand this 20th day of May, 2015.

s/s Justin Erickson
JUSTIN ERICKSON
INTERIM CITY MANAGER

(SEAL)

ATTEST:

s/s Lisa Lasyone
LISA LASYONE, DEPUTY CITY CLERK

CALL TO ORDER AT 2:05 P.M.

DECLARATION OF A QUORUM

Roll was called with the Mayor and five Commissioners present and a quorum was declared. City staff in attendance was Justin Erickson, Cynthia Sementelli, Mary Ann Karns, and Lisa Lasyone. Also attending was John VanPool, Wayne Trotter, Gloria Trotter and Lindsey Kirksey.

AGENDA ITEM NO. 1:

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

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to enter into Executive Session for the purpose of interviewing candidates for the position of city manager, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a City Manager. Motion carried 5-0.

AYE: Shaw, Dykstra, Agee, Harrod, Mainord

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 2:06 P.M. WITH ALL MEMBERS PRESENT.

COMMISSIONER HALL ARRIVED AT 2:37 P.M. AND WENT INTO EXECUTIVE SESSION.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 4:12 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 2:

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

A motion was made to by Vice Mayor Harrod, seconded by Commissioner Agee, to hire Justin Erickson subject to approval of a contract as negotiated by the Mayor, Jim Nuse and Tammy Johnson and approved by the City Attorney, with final proposed Contract coming before the City Commission for final approval. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 3:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair (4:14 p.m.).

WES MAINORD, MAYOR

(SEAL)

ATTEST:

LISA LASYONE
DEPUTY CITY CLERK

Regular Board of Commissioners

1. c.

Meeting Date: 06/01/2015

Mayors Appointments

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Pioneer Library Systems Board

Bob Perry Term to Expire 6-30-2018 2nd Full Term

Attachments

Perry Renewal

Pioneer Library System
300 Norman Center Court
Norman, OK 73072



Phone (405) 801-4500
FAX (405) 801-4516
justsoyouknow.us

May 18, 2015

RECEIVED
MAY 21 2015
CITY CLERK

Phyllis Loftis, City Clerk
City of Shawnee
P.O. Box 1448
Shawnee, OK 74802-1448

Dear Phyllis:

On June 30 Bob Perry will complete his first three year term representing the City of Shawnee on the Pioneer Library System Board of Trustees (July 1, 2012 – June 30, 2015).

Bob is an outstanding board member, library supporter, and also chairs the board planning committee. He is now eligible to serve a second term of three years (July 1, 2015 – June 30, 2018), and has agreed to do so. I would like to recommend to you and the City Council the reappointment of Bob Perry to the Pioneer Library System Board of Trustees.

Thank you for your consideration of his reappointment. Enclosed please find four appointment forms for the City Clerk to fill out once the City Council appoints the new representative. Please return three forms to Pioneer and keep one for your records.

Respectfully,

A handwritten signature in black ink that reads "Anne Masters".

Anne Masters
Director

Enclosures

CERTIFICATION OF LIBRARY BOARD APPOINTMENTS

This is to certify to the Oklahoma Department of Libraries that the following person has been appointed by the City Council of Shawnee, Oklahoma, Pottawatomie County, to the Pioneer Library System Board in accordance with the provisions of the Oklahoma Library Code, Constitution of Oklahoma, Article 2 #12 and 51 O.S. 1971 #6.

Name: Bob Perry As provided in the Oklahoma Library
Gordan Cooper Tech Center Code, 65. O.S. 1971, Article 4—103 (b).
Address: One John C. Bruton
Shawnee, OK 74804

Phone: 405-273-7493, Ext. 2266

Three Year Term: July 1, 2015 – June 30, 2018

Executed the _____ day of _____, 20_____.

_____ Mayor

Attest:

City Clerk _____

(seal)

ODL
7/27/78

Regular Board of Commissioners

1. d.

Meeting Date: 06/01/2015

OMRF Cox

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Lonnie Mike Cox.

Regular Board of Commissioners

1. e.

Meeting Date: 06/01/2015

OMRF Morgan

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Dawn Morgan.

Regular Board of Commissioners

1. f.

Meeting Date: 06/01/2015

EM Generator Req

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to advertise for bids for an emergency generator and transmitter antenna provision and installation at the North Radio Repeater Tower site.

Attachments

EM Generator Req Memo

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, Interim City Manager
From: Donald D. Lynch, Emergency Management Director
Date: May 28, 2015
Re: Request to advertise for bids



NATURE OF THE REQUEST:

I am writing to request your approval to advertise for bids on provision of two items for our radio repeater site on the water tower on North Kickapoo. The first item is a 75 KVA emergency power generator and transfer switch including installation. The second item is the provision and installation of antennas, feedline, mounting and associated hardware.

STAFF ANALYSIS /CONSIDERATIONS:

The emergency power generator will be used to power the radio transmitters in the event of a commercial power loss.

The antennas, feedline, mounting structure, and hardware are needed to connect to the repeaters themselves.

BUDGET CONSIDERATION:

Estimated cost of the generator is \$35,000. Estimated cost of the antenna project is \$ 55,000.

Funding for the generator is earmarked in the 2015 Capital Outlay Budget for Emergency Management. \$42,945 is available in the 2015 Capital Outlay Budget for Emergency Management for the antenna project. The remainder of the needed funds are available in the 9-1-1 fund. Since the radio repeater site will be used to disburse calls for service made to the Shawnee 9-1-1 Center, this is a legal use of the 9-1-1 fees.

RECOMMENDATION:

Staff recommends adoption of the resolution.

Thank you for your favorable attention to this request.

CITY OF SHAWNEE

Regular Board of Commissioners

1. g.

Meeting Date: 06/01/2015

Contract Renewals CM Signature

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Contract Memo CM Sign

MEMORANDUM

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Contract renewals less than \$25,000
Date: June 1, 2015

The contracts listed in this item are renewals that fall within the City Manager's spending authority (less than \$25,000 each.)

They are provided to you for information and acknowledgment, but not for other action.

Regular Board of Commissioners

1. g. 1.

Meeting Date: 06/01/2015

Contract PCDC Juvenile

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.

Attachments

PCDC Juvenile Contract

**AGREEMENT FOR THE CITY OF SHAWNEE MUNICIPAL
COURT JURISDICTION CONCERNING JUVENILES**

This agreement is made pursuant to the Interlocal Cooperation Act by and between the Pottawatomie District Court serving Pottawatomie County, otherwise known as Judicial District 23 (District Court) and the Municipal Court of the City of Shawnee (Municipal Court), under authority of Title 10 of the Oklahoma Statutes (Supp. 1994), 1102E, under which Municipal Courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect one year from July 1, 2015 through June 30, 2016. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

1. The Municipal Court may assume jurisdiction of offenders who:
 - a) Are under eighteen (18) years of age
 - b) Are not presently under the supervision or treatment of the Pottawatomie County District Court system and do not have charges pending there; except as to acts or omissions exclusively covered by municipal ordinance;
 - c) Have been charged for violating municipal ordinances relating to vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfews, possession of non-intoxicating beverages as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication or any other offense listed in 10 O.S. Section 1102(E) (Supp. 1994); and
 - d) Have not been certified as an adult for any purpose pursuant to 10 O.S. Sec. 1112, to the best of the City's knowledge.

2. Upon conviction, punishment may include any one or all of the following:

- a) A fine not to exceed the statutory maximum of the Municipal Court
 - b) Community service work in lieu of a fine, not to exceed ninety (90) hours or the product of multiplying the number of hours of community service authorized by law, whichever is greater;
 - c) Restitution
 - d) Counseling or other community-based services; and
 - e) Court costs
3. All municipal arrests and prosecution records for cases involving prosecutions under this contract shall be kept confidential and shall not be open for public inspection except by order of the District Court in conformity with the statutes or regulations adopted pursuant to 10 O.S. Sec. 620.6 1125-1125.4.
 4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian or responsible adult to take custody of the juvenile.
 5. The Municipal Court shall provide to the District Court law enforcement reports and related documents for all juveniles referred to the District Court for prosecution and all juveniles who will be prosecuted for misdemeanor criminal offenses in the Municipal Court. Reports regarding juveniles who will not be prosecuted in either court shall not be forwarded to the District Court. It is expressly understood that a conviction or acquittal in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
 6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts, and used solely to fund local programs which address problems of juvenile crime, including without limitation, offender counseling, early intervention, community service and teen court programs.
 7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.
 8. Representatives of the District Court and Municipal Court shall meet periodically to share information and evaluate the success of procedures implements to prosecute and treat juvenile offenders.

STATUS VARIOUS EMPLOYEES:

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including but not limited to wages, salaries and consideration paid on subcontracts.

In the event the parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through the Office of the Assistant City Attorney, City of Shawnee, P.O. Box 1448, Shawnee, Oklahoma, 74802-1448, (405) 878-1673.

The District Court may be contacted through the office of the presiding juvenile Judge at the Pottawatomie County District Courthouse, 321 North Broadway, Shawnee, Oklahoma, 74801, (405) 273-4308.

JOHN CANAVAN
JUDGE OF THE DISTRICT COURT

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma, this ____ day of _____, 2015.

JUSTIN ERICKSON,
INTERIM CITY MANAGER

ATTEST:

PHYLLIS LOFTIS
CITYCLERK

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

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. g. 2.

Meeting Date: 06/01/2015

Contract Hope House

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.

Attachments

Hope House

AGREEMENT FOR JUVENILE SERVICES

This Agreement made and entered into between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Youth and Family Resource Center, Inc. (Hope House) for juvenile services. It is the intent of this agreement that Hope House will be a provider of juvenile counseling services, assign and monitor community service related court-ordered sentences; and provide all other services for juvenile offenders required by the City's Municipal Court. In exchange for this service, the City will provide a portion of the fines and/or fees collected from juvenile offenders that are referred to Hope House.

Hope House will:

- (1) Provide an intake evaluation and necessary or required counseling for juvenile offenders and/or members of their families;
- (2) Assign, monitor and document community services hours required of juvenile offenders by the City's municipal court;
- (3) Provide the City with a written evaluation of each juvenile offender or members of their families at the conclusion of their court ordered sentences; and
- (4) Provide the City with copies of all records relating to the juvenile offender and/or family members, as allowed by law;
- (5) Supervise and be responsible for arrested juveniles until the parent or guardian takes control of the juvenile.
- (6) Contact a judge for disposition of the juvenile within four (4) hours of the juvenile's arrival at Hope House.

Hope House reserves the right to refuse to accept for supervision any arrested juvenile for any reason, especially those exhibiting violence at the time of their arrest or those under the influence of drugs or alcohol.

In exchange for these services, the City will:

- (1) Refer juvenile offenders and/or their families to Hope House for counseling and/or community service;
- (2) Give to Hope House each month, thirty-five percent (35%) of all fines and administrative fees, exclusive of court costs, collected from each juvenile offender that is referred to Hope House by the Court, except when the Court orders that a juvenile offender is not obligated to pay a fine or costs due to indigence; and

- (3) Share all police records, as allowed by law, with Hope House that may assist Hope House in making an accurate and proper evaluation of the juvenile.
- (4) Pay to Hope House Ten Dollars (\$10.00) per hour for the supervision of each arrested juvenile.

This agreement shall go into effect on the 1st day of July, 2015 and shall expire on June 30, 2016. This agreement may be modified by either party by giving written notice at least thirty (30) days prior to the expiration date.

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma this _____ day of _____, 2015.

CITY OF SHAWNEE

BY: _____
JUSTIN ERICKSON,
INTERIM CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

YOUTH AND FAMILY RESOURCE
CENTER, INC.

BY: _____
DIRECTOR
EXECUTIVE DIRECTOR

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

MARY ANN KARNs, CITY ATTORNEY

Regular Board of Commissioners

1. g. 3.

Meeting Date: 06/01/2015

Contract SHA Fingerprint

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fingerprint Service for The Housing Authority of the City of Shawnee.

Attachments

SHA Fingerprint

AGREEMENT FOR FINGERPRINTING SERVICES

Beginning April 1, 2013, the City of Shawnee Police Department began providing fingerprinting services for the The Housing Authority of the City of Shawnee in the following manner:

Shawnee Police Department will charge a monthly bulk rate of \$150.00 for up to 15 (fifteen) individuals from your agency for which we provided fingerprinting services. A charge of \$12.00 (Twelve dollar) per individual in addition to the \$150.00 bulk rate will be charged for any prints taken after the first 15 (fifteen).

The monthly fee in the amount of \$150.00 will be due and payable on or before the 25th of each month. If the number of individuals fingerprinted exceeds the total of 15 (fifteen), \$12.00 (twelve) per individual will be added to invoice.

This annual agreement will be in force beginning July 1, 2015 thru June 30, 2016. Either party may dissolve this agreement for any reason after providing a 30 day written notice.

REQUIREMENTS

Fingerprinting services will be provided each week on Tuesday's and Thursday's from 10 a.m. to 3 p.m. The Housing Authority is required to inform applicants of these times.

I, being, authorized to act on behalf of The Housing Authority of the City of Shawnee have read the above agreement for fingerprinting services provided by the City of Shawnee Police Department. I accept this agreement and all the provisions herein.

Housing Authority authorized signature	Date	Shawnee Police Dept.	Date
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PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

JUSTIN ERICKSON,
INTERIM CITY MANAGER

Attest:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. g. 4.

Meeting Date: 06/01/2015

Contract Regional Park Dockery

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lease of property known as Regional Park by Dace Dockery.

Attachments

Regional Park Dockery

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and DACE DOCKERY, LESSEE, collectively the ("Parties").

WHEREAS the City is the owner of public property known as The Regional Park Property, hereinafter referred to as the "Property", in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and Lessee agree as follows:

1. The City hereby grants the right and privilege to Dace Dockery to lease the property located generally at the North West corner of Westech and what would be Leo Street, City of Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2015 and end on June 30, 2016 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall

automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or Dace Dockery, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period and in the event the city becomes ready to start on the Regional Park, a 60 day notice of termination will be given. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, lessee shall retain all rights to all items owned by the lessee. Any and all structures which have been placed or constructed on the Property by lessee shall become the property of the City unless otherwise mutually agreed to in writing by the City and lessee. The Parties acknowledge that the lessee shall pay to the City a sum of Four Thousand Dollars (\$4000.00) on the first day of July every calendar year as lease payment for use of the Property.

3. Before any changes are made or improvements to the property, the lessee shall gain approval from the City. No permanent structures will be allowed on the property.
4. It is agreed that the Property is to be used by the lessee solely for the purposes of pasture land. It is further agreed between the Parties that the

lessee shall make every effort to accommodate the City of Shawnee for access to and on the property within reason and shall maintain a local contact, accessible to the City.

5. The lessee shall not assign this Agreement, or any interest herein, or sublet any portion of the Property to any other person or entity.

6. The lessee will "indemnify" and hold harmless and exempt the City, its officers, employees, agents, and assigns from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Property in good condition and repair or for any negligent or intentional act committed by lessee, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and Dace Dockery, by their representatives, set their hands to this Agreement on the ____ day of ____, 2015.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____
JUSTIN ERICKSON, CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CMC, CITY CLERK

By: _____
DACE DOCKERY, LESSEE

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2015, personally appeared Dace Dockery, a single person, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he executed the same as his own free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC
Commission No. _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2015.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. g. 5.

Meeting Date: 06/01/2015

Contract YMCA Parks

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.

Attachments

YMCA Parks

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("City") and the Troy & Dollie Smith Family YMCA, a non-profit Oklahoma corporation ("YMCA"), collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as Dockery Park, Lions Club Park, Milstead Park and Lilac Park in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the sports fields and facilities located at Dockery Park, Lions Club Park, Milstead Park and Lilac Park shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the operations of the youth sports program and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the YMCA agree as follows:

1. The City hereby grants the right and privilege to the YMCA to use the facilities and property located generally at Dockery, Lions Club, Milstead and Lilac Parks, City of

Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".

2. This Agreement shall commence on July 1, 2015 and end on June 30, 2016 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the YMCA, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the YMCA shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the YMCA shall become the property of the City unless otherwise mutually agreed to in writing by the City and the YMCA. The Parties acknowledge that the YMCA shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the YMCA.

3. Before any changes are made in the improvements and structures, and before the

construction of any permanent building, the YMCA shall obtain approval from the City's Parks Department for such changes or construction costing Twenty-five Thousand Dollars (\$25,000) or less. All changes or construction costing in excess of Twenty-five Thousand Dollars (\$25,000.) shall require the approval of the City Commission.

4. It is agreed that the Property area is to be used by the YMCA solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of playing, training and promoting various sports, and associated supportive services. Any other use of the Property area must be approved by the City. The YMCA shall provide the City with by-laws, league rules, league registration fees and schedules of all the YMCA activities. It is further agreed between the Parties that the YMCA shall make every effort to accommodate the Shawnee School System to facilitate shared use, at no cost to the school district. If the YMCA makes the property available for use by others, the YMCA shall prepare fields for play and determine costs and assess such costs against such entities using the property.

5. The YMCA shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Operations Director or designee. The YMCA may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for YMCA or for the conduct of a sport not sponsored by YMCA. YMCA will be responsible for informing all other entities using the City fields of the rules and obligations for the use of the fields.

6. The YMCA will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the

Property area by the YMCA, its invitees, employees, representatives and successors from the failure of the YMCA to keep the Property and ball fields area and structures in good condition and repair or for any negligent or intentional act committed by YMCA, its employees, officers, successors and assigns resulting in injury of any kind.

7. The YMCA, at its expense, shall keep in force, during the term of this Agreement, general liability insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the YMCA against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a general liability policy or policies in the amount of one million dollars (\$1,000,000.00). The use of the fields by any entity other than YMCA will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and YMCA to be covered by the policy.

8. The YMCA will provide all maintenance to all game fields, including restrooms, the concession areas and the areas adjacent thereto; all janitorial and sanitizing service and supplies; refuse receptacles and liners to be disposed of on an as needed basis; field supplies and service including chalk, paint, and other equipment; turf and infield supplies. Major repairs to facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, painting of buildings, and fencing replacement, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at

no cost to the YMCA. The YMCA will be responsible for repair of sprinkler heads when necessary, minor repairs to the concession building, replacement of food preparation equipment, minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement and light bulb replacement. The YMCA shall be responsible for ensuring that trash is picked up from dugouts, bleachers and grounds after games and deposited into containers provided by the City. The setting and purchase of bases, yardage markers, flags and such equipment as is necessary shall be the responsibility of the YMCA. Field maintenance equipment such as infield drags, motorized carts, shovels, rakes mowers and the like, purchased by the YMCA, shall remain the property of the YMCA. The YMCA shall exercise a high degree of care in ensuring playing surfaces are continually in good repair during the term of this agreement. The City shall be charged for electric services, solid waste services, sewer and water for the Property, including, but not limited to, field lighting, concession building and field storage facilities. The YMCA will exercise reasonable efforts to conserve electric and water usage. For night games, the YMCA will use lights for only those fields in which games will be played and for the safety of the participants.

9. The YMCA will exercise reasonable efforts to make its customers aware of parking regulations during YMCA activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, is not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.

10. The YMCA agrees to provide activities, primarily for Shawnee area without discrimination as to race, religion, color, creed, sex or national origin. Said activities will include leagues for all levels of play to include open and recreational leagues Under normal

conditions, YMCA activities will not be scheduled to start after the hours of 10:30 p.m., on Sundays through Thursdays, and 11:00 p.m., Fridays through Saturdays.

11. If any person believes that the YMCA has violated the provisions of this Agreement, and has exhausted all appeal procedures through the YMCA Board, that person may file a written complaint with the Director of Operations or designee. The Director of Operations or designee shall so advise the YMCA, provide it with a copy of the complaint, and give the YMCA ten (10) days to consult with counsel and file a written response with the Director or designee. Thereafter, the Director of Operations may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the YMCA, advise of a ruling on the matter by either a written report to the Community Service Contract Review Committee or to be handled internally by the Director of Operations, if possible. If a written report is submitted to the Community Service Contract Review Committee, the Committee will make a recommendation which will be submitted to the City Commission to resolve the dispute or rectify the situation. Failure of the YMCA to follow the directions so given by the City Commission or Director of Operations may result in the termination of this Agreement (without further notice).

12. The City Operations Department may designate one (1) person to serve as a non-voting, advisory to the YMCA Board. Alternatively, the YMCA may designate one (1) person to serve as liaison between the YMCA and the City Parks Department to address issues regarding maintenance and program administration. The YMCA will provide the City and the Director of Operations, semi-annual financial statements and reports of business activities. The YMCA shall inform the Director of Operations of changes to league rules and By-Laws in its semi-annual report after the change becomes effective. There shall be ultimate City

Commission review for capital improvements in excess of twenty five thousand dollars (\$25,000.00). The YMCA shall permit City or City's designee to conduct a financial review of its operations at any time per discretion of the City.

13. The YMCA shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.

14. This Agreement shall only be amended in writing by the mutual consent of the YMCA and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Troy & Dollie Smith Family YMCA, by their representatives, set their hands to this Agreement on the ____ day of _____, 2015.

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
Justin Erickson, Interim City Manager

ATTESTED:

Phyllis Loftis, CMC, City Clerk

Troy & Dollie Smith Family YMCA

By: _____
PRESIDENT/CHAIRMAN

ATTEST:

CLERK

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

Mary Ann Karns, City Attorney

Regular Board of Commissioners

1. g. 6.

Meeting Date: 06/01/2015

Contract Trap Club

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.

Attachments

Trap Club

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("LESSOR"), and the SHAWNEE TWIN LAKES TRAP CLUB, INC. (STLTC), ("LESSEE"), collectively the ("Parties").

WHEREAS the LESSOR is the owner of public property and facilities known as The Shawnee Twin Lakes Trap Range, in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the LESSOR recognizes that the Trap Range and facilities located at the North East corner of Patterson Road and Hardesty Road shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the operations of the Trap Range and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the LESSOR and the LESSEE agree as follows:

1. The LESSOR hereby grants the right and privilege to the LESSEE to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of

Oklahoma, hereinafter jointly referred to as the "Property".

2. This Agreement shall commence on July 1, 2015 and end on June 30, 2016 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the LESSOR or the LESSEE, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other party, upon giving sixty (60) days' notice, in writing, delivered by certified mail, to the other party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the LESSEE shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the LESSOR. Any and all structures which have been placed or constructed on the Property by the LESSEE shall become the property of the LESSOR unless otherwise mutually agreed to in writing by the LESSOR and the LESSEE. The Parties acknowledge that the LESSEE shall pay to the LESSOR a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there

have been no permanent improvements constructed by the LESSEE.

3. Before any changes are made in the improvements and structures, and before the construction of any permanent building, the LESSEE shall obtain approval from the City Manager or his designee for such changes or construction costing Twenty-five Thousand Dollars (\$25,000) or less. All changes or construction costing in excess of Twenty-five Thousand Dollars (\$25,000.) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the LESSEE solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of shooting clay targets, and associated supportive services. Any other use of the Property area must be approved by the LESSOR. The LESSEE shall provide the LESSOR with by-laws, league rules, league registration fees and schedules of all the LESSEE activities. It is further agreed between the Parties that the LESSEE shall make every effort to accommodate the City of Shawnee residents to facilitate shared use. If the LESSEE makes the property available for use by others, the LESSEE shall make ready the facilities, determine costs and assess such costs against such entities using the property.
5. The LESSEE shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Manager or his designee. The LESSEE may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for the LESSEE or for the conduct of a function not

sponsored by LESSEE. LESSEE will be responsible for informing all other entities using the Property of the rules and obligations for the use of the property.

6. The LESSEE will hold the LESSOR harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the LESSEE, its invitees, employees, representatives and successors from the failure of the LESSEE to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by the LESSEE, its employees, officers, successors and assigns resulting in injury of any kind.

7. The LESSEE, at its expense, shall keep in force, during the term of this Agreement, Public Liability Insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the LESSOR and the LESSEE against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the fields by any entity other than the LESSEE will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the LESSOR and the LESSEE to be covered by the policy.

8. The LESSEE will provide maintenance to grounds around the building and facilities including mowing of the area right around the building, all janitorial and sanitizing service and supplies, refuse receptacles and liners to be disposed of on an as needed basis, field supplies and service including paint, and other equipment. Major repairs to existing facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, and fencing replacement previously installed by the LESSOR, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the LESSOR at no cost to the LESSEE including brush hogging outlying areas every couple of months. The LESSEE will be responsible for minor repairs to the building, replacement of equipment, minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement, light bulb replacement and all maintenance and repair to new facilities constructed by the LESSEE for at least one year after construction and during warranty period. All members and employees of the lessee that work on or do repairs will be considered independent contractors and not working for the LESSOR. The LESSEE shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the LESSOR. The LESSEE shall exercise a high degree of care in ensuring grounds and building are continually in good repair during the term of this agreement. The LESSOR shall be charged for electric services and the LESSEE will exercise reasonable efforts to conserve electric. The LESSEE will provide and pay for their own phone service.

9. The LESSEE will exercise reasonable efforts to make its customers aware of parking regulations during LESSEE activities to assist the LESSOR in an effort to insure that the ground and vegetation of the Property, and adjacent premises, are not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.
10. The LESSEE agrees to provide activities, primarily for Shawnee area residents without discrimination as to race, religion, color, creed, sex or national origin.
11. If any person believes that the LESSEE has violated the provisions of this Agreement, and has exhausted all appeal procedures through the LESSEE Board, that person may file a written complaint with the City Manager or his designee. The City Manager or his designee shall so advise the LESSEE, provide it with a copy of the complaint, and give the LESSEE ten (10) days to consult with counsel and file a written response with the City Manager or his designee. Thereafter, the City Manager or his designee may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the LESSEE, advise of a ruling on the matter. Failure of the LESSEE to follow the directions so given by the City Manager or his designee may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the LESSEE Board. Alternatively, the LESSEE may designate one (1) person to serve as liaison between the LESSEE and the City Parks

Department to address issues regarding maintenance and program administration. The LESSEE will provide the LESSOR semi-annual financial statements and reports of business activities. There shall be ultimate City Commission review for capital improvements in excess of twenty five thousand dollars (\$25,000.00). The STLTC shall permit LESSOR or designee to conduct a financial review of its operations at any time per discretion of the LESSOR.

13. The LESSEE shall maintain a local contact, accessible to the LESSOR and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.

14. This Agreement shall only be amended in writing by the mutual consent of the LESSEE and the LESSOR. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this

Agreement shall be deemed binding on the Parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the Parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The Parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Shawnee Twin Lakes Trap Club, Inc., by their representatives, set their hands to this Agreement on the ____ day of _____, 2015.

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
Justin Erickson, Interim City Manager

ATTESTED:

Phyllis Loftis, CMC, City Clerk

SHAWNEE TWIN LAKES TRAP CLUB, INC.

By: _____
PRESIDENT/CHAIRMAN

ATTEST:

CLERK/Secretary

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2015.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. g. 7.

Meeting Date: 06/01/2015

Contract McCloud Mower

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with McCloud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.

Attachments

McCloud Mower

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("LESSOR"), and MCLLOUD PUBLIC WORKS AUTHORITY ("LESSEE"), collectively the ("Parties").

WHEREAS the LESSOR is the owner of public property known as a Badboy 34 Pro Diesel 72" Mower, City ID # 3573, hereinafter referred to as the "Mower".

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the LESSOR and LESSEE agree as follows:

1. The LESSOR hereby grants the right and privilege to the LESSEE to lease the Mower for the sole purpose of maintaining Wes Watkins Reservoir.
2. This Agreement shall commence on July 1, 2015 and end on June 30, 2016 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms for five (5) years, unless revoked in writing by either of the Parties by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event

of a material default by the other party, upon giving sixty (60) days notice, in writing to the other party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. At the end the of the five (5) one (1) year consecutive leases, the mower will be brought back into possession of the LESSOR to use, trade, or dispose of. In the event this Agreement is terminated, all rights and interests of the LESSEE hereto shall thereupon cease. The Parties acknowledge that the LESSEE shall pay to the LESSOR a sum of One (1) Dollar on the first day of July every calendar year as lease payment for use of the Mower.

3. The LESSEE will be responsible for the fuel, oil, lubricants, and all repairs of the Mower while it is in their possession. Before any major repairs (over \$300) are made to the Mower, the LESSEE shall gain approval from the LESSOR. Once a year, right before mowing season, the Mower will need to be brought to the LESSOR for a servicing and a check out.
4. The Mower will be stored at Wes Watkins Reservoir and added to the Town of McCloud's insurance policy.
5. The lessee shall not assign this Agreement, or any interest herein, or sublet the Mower to any other person or entity. All operators must be an employee of the Town of McCloud.
6. The LESSEE will "indemnify" and hold harmless and exempt the LESSOR, it's officers, employees, agents, and assigns from any damage or injury to

persons or any damage to the Mower of every kind arising from the management and use of the Mower by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Mower in good condition and repair or for any negligent or intentional act committed by LESSEE, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and McCloud Public Works Authority, by their representatives, set their hands to this Agreement on the ____ day of June, 2015.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION, LESSOR

BY: _____
JUSTIN ERICKSON,
INTERIM CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CMC, CITY CLERK

By: _____
MCCLOUD PUBLIC WORKS AUTHORITY, LESSEE

ATTESTED:

CITY CLERK

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

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. g. 8.

Meeting Date: 06/01/2015

Contract YMCA Mower

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.

Attachments

YMCA Mower

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the YMCA, a non-profit Oklahoma corporation, LESSEE, collectively the ("Parties").

WHEREAS the City is the owner of public property known as a Kubota 72" Zero Turn, ZD331, 2009 Mower, City ID # 3527, hereinafter referred to as the "Mower".

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and YMCA agree as follows:

1. The City hereby grants the right and privilege to the YMCA to lease the Mower for the sole purpose of maintaining Dockery Ball Park, Milstead Ball Park, and Lilac Ball Park.
2. This Agreement shall commence on July 1, 2015 and end on June 30, 2016 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. On July 1, 2012, it was agreed that this agreement shall automatically renew for successive one (1) year terms for four (4) years, unless revoked in writing by either of the parties by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving thirty (30) days notice, in writing to the other Party of its intention to terminate

provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such thirty (30) day time period. At the end the of the five (5) one (1) year consecutive leases, the mower will be brought back into possession of the CITY OF SHAWNEE to use, trade, or dispose of. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease and the mower shall immediately be returned to City. The Parties acknowledge that the YMCA shall pay to the City a sum of One (1) Dollar on the first day of July every calendar year as lease payment for use of the Mower.

3. The YMCA will be responsible for the fuel, oil, lubricants, and all repairs of the Mower while it is in their possession. Before any major repairs (over \$300) are made to the Mower, the YMCA shall gain approval from the City. Once a year, right before mowing season, the Mower will need to be brought to the City of Shawnee for a servicing and a check out.
4. The Mower will be stored in secure location at the YMCA or approved area and added to the YMCA's insurance policy.
5. The YMCA shall not assign this Agreement, or any interest herein, or sublet the Mower to any other person or entity. All operators must be an employee or approved volunteer of the YMCA.
6. The YMCA will maintain the three ball fields to a standard that complies with all City codes.
7. The YMCA will "indemnify" and hold harmless and exempt the City, its officers, employees, agents, and assigns from any damage or injury to persons or any damage to the Mower of every kind arising from the management and use of the Mower by the

lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Mower in good condition and repair or for any negligent or intentional act committed by lessee, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and the YMCA, by their representatives, set their hands to this Agreement on the ____ day of _____, 2015.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____
JUSTIN ERICKSON, INTERIM CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA

By: _____
CHAIRMAN

TROY & DOLLIE SMITH FAMILY YMCA

By: _____
EXECUTIVE

ATTESTED:

CLERK/SECRETARY

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

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. g. 9.

Meeting Date: 06/01/2015

Contract COEDD

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Central Oklahoma Economic Development District (COEDD) for space in Municipal Auditorium.

Attachments

COEDD

LEASE AGREEMENT

This Agreement, made and entered into this ____ day of _____ 2015, by and between **The City of Shawnee**, a Municipal corporation, "**Lessor**" and **The Central Oklahoma Economic Development District (COEDD)**, an agency of the State of Oklahoma, "**Lessee**";

WITNESSETH:

WHEREAS, the **Lessor** is the owner of certain real property situated in the City of Shawnee, Pottawatomie County, Oklahoma, described as the Municipal Auditorium; and

Whereas, the **Lessee** desires to lease a portion of said property for office and administrative use; NOW, THEREFORE, the parties hereto agree as follows:

1. The **Lessor** hereby leases, lets and rents unto the **Lessee** that portion of the Shawnee Municipal Auditorium described as: A portion of the west area of the Municipal Auditorium formerly known as the area west of gymnasium all containing 8168 square feet, more or less, hereinafter called leased premises, commencing on the **1st** day of **July, 2015**, and ending on the **30th** day of **June, 2016**. Consideration for said lease shall be **\$1,000.00** per month, which the **Lessee** agrees to pay the **Lessor** as rent. Said sum is the amount representing the rental for said leased premises and utilities, except telephone service.

2. As a part of the consideration for this Lease, **Lessee** agrees to keep the inside of said leased premises in a good state of repair. **Lessor** shall be responsible for the maintenance of the outside of the building.

3. It is agreed that the **Lessor** shall pay all utility bills, except telephone service.

4. It is agreed that the **Lessee** shall keep in full force and effect at its expense or during the entire term of this lease or any extension or renewal thereof a policy of liability insurance and terms and limits of which shall be satisfactory to the **Lessor**.

5. It is agreed that the **Lessee** is given ten (10) consecutive options to renew this lease; beginning July 1, 2013. Each option shall be for one (1) year and the consideration for each year shall be the sum of **\$12,000.00**, payable at the rate of **\$1,000.00** per month. It is hereby agreed that the **Lessee** has spent the sum of no less than **\$100,000.00** to remodel said leased premises.

6. It is agreed that the remodel of said leased premises will follow all City Building Codes and Ordinances including but not limited to approved construction drawings, building permits (fees waived), and regular inspections by the City Staff. It is also agreed that the remodel will start within **90 days** of signed contract and be completed within **12 to 18 months**.

7. The **Lessee** shall exercise its options to renew this lease by giving the **Lessor** notice of such intent in writing addressed to the City Manager, City Hall, Shawnee, Oklahoma, at least sixty (60) days prior to the expiration of the current term.

6. It is agreed that at the end of this lease, including the extensions provided for herein, the **Lessee** shall have the right of first refusal to enter into a subsequent lease upon terms at least equal to any other bona fide offers to lease said leased premises.

7. This lease may be terminated by either party upon ninety (90) days written notice to the other party.

8. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties shall hereunto affixed their official signatures the date first above written.

LESSOR: THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ATTEST:

BY _____
Justin Erickson,
Interim City Manager

BY _____
Phyllis Loftis, CMC, City Clerk

LESSEE: CENTRAL OKLAHOMA ECONOMIC
DEVELOPMENT DISTRICT

BY _____
Executive Director

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2015.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. g. 10.

Meeting Date: 06/01/2015

Contract South Central ROW

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.

Attachments

South Central ROW

AGREEMENT FOR ROW MAINTENANCE SERVICES

This contract, made and entered into this _____ day of _____, 2015, between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and South Central Industries, Inc., 130 North Louisa, Shawnee, Oklahoma, hereinafter referred to as "Contractor".

WHEREAS, the Contractor has submitted a Proposal pursuant to a request by the City of Shawnee to furnish trash pickup on the City right of ways.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, it is understood and agreed by and between Contractor and City that:

1. The term of this contract is from July 1, 2015 to June 30, 2016. At the end of the term of the contract, the City may continue the contract for the succeeding fiscal year or discontinue the contract with no penalty upon thirty (30) days written notice to the Contractor at any time.
2. The City agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contractor's obligations, the sum of \$1,875.00 per month.
3. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.
4. Contractor shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the City.
5. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
6. The Contractor shall procure a policy of Workers' Compensation Insurance and shall procure a policy of liability insurance, the terms, limits and conditions of which shall be acceptable to the City.
7. The Contractor shall furnish transportation for its workers to and from the various Right of Way locations and transport trash to dumpsters at various locations. Cleanup location list attached to contract.
8. The City shall provide necessary supplies so the Contractor can pick up trash in accordance with the list.
9. It is agreed this agreement shall not be construed as a joint venture agreement or partnership between the City and the Contractor, and the Contractor is not an agent or entity of the City. On the contrary, the Contractor is an independent contractor and shall be responsible for its acts and omissions..

CLEANUP LOCATIONS

- Kickapoo 45th to north edge of Shawnee Mall
- Kickapoo 45th to Hazel Dale Road (Pistol Range)
- Union 45th to ¼ south
- 45th Leo to Bryan
- Leo 45th to Macarthur
- Acme 45th to Macarthur
- Harrison MacArthur to Wolverine including Westech ¼ mi.
- Bryan 45th to Highland
- Highland Bryan to River Bridge
- Gordon Cooper Farrall to River Bridge
- Farrall Leo to Pottenger
- Leo Street Farrall North to Central Plastics
- Lake Road Kennedy to River Bridge
- Daily Road South off Lake Rd East of 177 hwy
- Kickapoo Spur Kickapoo to SH-177 & Clover Leafs
(No Medians)
- Independence Airport Drive to EXPO Center
- MacArthur SH-177 to Airport Drive
- Mall Drive Kickapoo to Harrison
- Mission Parkway Kickapoo to Dead End East
- Downtown Alleys Beard to East End

IT WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this ____ day of _____ 2015.

CITY OF SHAWNEE, OKLAHOMA

BY: _____
JUSTIN ERICKSON,
INTERIM CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SOUTH CENTRAL INDUSTRIES, INC.

BY: _____
ADMINISTRATOR

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

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. g. 11.

Meeting Date: 06/01/2015

Contract Blackboard Connect

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement to renew Blackboard, Inc. for Blackboard Connect Services July 1, 2014 through June 30, 2015.

Attachments

Blackboard Connect



Blackboard

650 Massachusetts Ave, NW 6th Floor
Washington DC 20001-3796

April 20, 2015

Don Lynch
City of Shawnee
PO Box 1448
Shawnee, OK 74802-1448
DLynch@shawneeok.org

RE: BLACKBOARD QUOTE# 10-205092_HC (4/20/2015)
GSA Contract Number GS-35F-0554M

Company Information

Blackboard, Inc.
650 Massachusetts Ave, NW 6th Floor
Washington DC 20001-3796

DUNS Number: 01-613-1430
Tax ID Number: 52-2081178
CAGE Number: 1QLN4
GSA Contract Number: GS-35F-0554M

PLEASE FAX ALL ORDERS TO 818-450-0425
Prices Valid until July 1, 2015

*If you have any questions concerning this proposal, please contact Nakia McWhorter at 615-777-6344.
Please direct all contracting related questions to Hannah Cummings at 202-303-9185.*

To Whom It May Concern:

Service Summary: The Blackboard Connect for Government service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email messages.

Services include:

- An integrated communications suite, including Priority Communication, Community Outreach and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to three phones, two email addresses and one SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) --- no maintenance required
- Message delivery tracking with comprehensive reporting

Please take special note of Blackboard's GSA Contract Number on page one. **The PO submitted by your organization should reference this number.** If the PO does not reference Blackboard's GSA Contract Number this will delay issuance of your invoice and a new PO will need to be submitted to Blackboard.

If you have any questions or require additional information, please feel free to contact me at 202-303-9190. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

Tess Frazier
Vice President - Contracts
Blackboard Inc.

Quote Summary

All products and services quoted are available through Blackboard's GSA Schedule GS-35F-0554M and pursuant to the Terms of Conditions thereof.

Renewal Term: July 1, 2015 – June 30, 2016

SIN #	Product Code	Product	Renewal Term	GSA Price	Net Price
132-32	BC-STND	Blackboard Connect for Government Service up to 11,278 recipients	7/1/2015 – 6/30/2016	\$1.91 per recipient	\$21,540.98
132-32	BC-CARE	Blackboard Connect Support	7/1/2015 – 6/30/2016	\$957.13	\$957.13
Open Market	BC-WEATHER	NOAA Weather Alerts	7/1/2015 – 6/30/2016	--	\$2,500.00
				TOTAL	\$24,998.11

Please state in the task order/purchase order the following:

- The product description, list prices, reductions, and extended prices
- The term "open market item(s)" next to any above indicated items.
- Reference Blackboard GSA Schedule# **GS-35F-0554M**
- Reference and attach this quote.

**Note: If you do not remit a PO for payment, this quote will need to be signed by both Parties.

Quote Details

Notes:

1. Net pricing for Blackboard Connect for Government Service, Blackboard Connect Support, and NOAA Weather Alerts applies only for the term specified.
2. Blackboard Connect for Government Service, Blackboard Connect Support, and NOAA Weather Alerts are billed annually in advance.
3. This contractor and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Customer: City of Shawnee
Signature
Name (printed)
Title (printed)
Date

Blackboard ("Blackboard")
Signature
TESS FRAZIER
Name (printed)
VICE PRESIDENT
Title (printed)
Date

Regular Board of Commissioners

1. h.

Meeting Date: 06/01/2015

Contract Mayor Sign Memo

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of existing contract with no changes and approved by the Commission for FY 2015-2016:

Attachments

Mayor Sign Memo

MEMORANDUM

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Contract renewals more than \$25,000
Date: June 1, 2015

The contract listed in this item is a renewal and needs your approval. There are no other facilities in Pottawatomie County that can be used for incarceration. The rate of \$44 per day is unchanged from prior years. The total from last budget year was, as of April 30, \$161,744. The City passes this charge along to defendants, but the full amount cannot always be recovered.

Regular Board of Commissioners

1. h. 1.

Meeting Date: 06/01/2015

Contract PCPSC Jail

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Pottawatomie County Public Safety Center Jail Services Agreement.

Attachments

Jail Contract

POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this _____ day of _____ 2015, by and between the Board of City Commissioners on behalf of the City of Shawnee, Oklahoma ("City of Shawnee") and the Pottawatomie County Public Safety Center ("PCPSC").

WITNESSETH:

WHEREAS, the PCPSC has a jail facility with sufficient capacity to aid the City of Shawnee, should the need occur, in housing its inmates and detainees; and

WHEREAS, Title 19 of the Oklahoma Statutes (1981), Sections 751 and 752 contemplate such agreements between cities and counties; and

WHEREAS, Title 74 of the Oklahoma Statutes (1981), Section 195, requires such contracts to be executed in accordance with the inter-local Cooperation Act and that the jail facility involved shall meet certain standards; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et seq., known as the inter-local Cooperation act; and

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) **TERM/RENEWAL:**

- (a) The term of the Agreement shall commence on the date of execution, and terminate on the 30th day of June 2016.
- (b) This Agreement may be renewed upon the same or different conditions between the Parties annually. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval of the Board of City Commissioners on behalf of the City of Shawnee and the Executive Director of the PCPSC.

2) **CHANGE(S):**

Both Parties shall agree in writing to any terms that would cause an increase in the cost of any part of this agreement. Any effort undertaken by either party without such agreement, involving legal fees, shall be at their own expense.

3) **NO SEPARATE LEGAL ENTITY:**

No separate legal entity or organization shall be deemed created by virtue hereof.

4) **PURPOSE:**

The purpose of this Agreement is to provide for the incarceration of City of Shawnee inmates, under the custody of County officials; and to otherwise coordinate booking and detention functions.

5) **MANNER OF FINANCING:**

This Agreement shall be financed by the City Commissioners on behalf of the City of Shawnee under the applicable Statutes of the state of Oklahoma.

6) **TERMINATION/DISPOSITION OF PROPERTY:**

In the event of any termination of this agreement earlier than the 30th day of June 2016, "compensation" as set out below (paragraph 8) shall be based on the usage to the date of termination.

7) **OTHER MATTERS:**

The purpose of this Inter-Local Cooperation agreement shall be accomplished as anticipated and set out herein.

8) **COMPENSATION:**

As compensation for the services set out below, the City of Shawnee agrees to pay the PCPSC the sum of Forty-four Dollars (\$44.00) per day for each person incarcerated in said facility to be paid on a monthly basis. PCPSC agrees to prepare and submit statements no later than the 15th day of each month. Provided further all payments shall be made upon the timely submission of a claim form, approved by the Board of City Commissioners of Shawnee, to Statutory and Charter requirements. The City of Shawnee agrees to pay all invoiced amounts within thirty (30) days of receipt.

Any additional fees being sought for the housing of inmates shall be paid by the inmate and collected by the PCPSC.

The City of Shawnee will be charged one (1) day's compensation for an inmate booked into the jail at 8:00 p.m. or after and booked out prior to 12:00 midnight. If an inmate is booked in at 8:00 p.m. or after and remains incarcerated beyond 12:00 a.m., the first day's fee is waived.

In consideration of said payments, the PCPSC will operate and maintain a jail and shall assume responsibility for the incarceration therein consistent with applicable Statutes of the State of Oklahoma and the laws of the United States of America.

9) **SERVICES:**

In exchange for the compensation (paragraph 8), the PCPSC agrees to provide the following services:

- (a) The PCPSC hereby assumes all detention and incarceration functions, consistent with applicable laws, for every person delivered to their jail.
- (b) The PCPSC shall permit the law enforcement officers of the City of Shawnee and their agents, in the pursuance of official duties, as approved by the Executive Director and the Chief of Police of the City of Shawnee, to enter the jail at any and all hours for the purpose of conducting official business in the course of the investigative process.
- (c) The Executive Director of the PCPSC shall permit and encourage the Chief of Police of the City of Shawnee and all officers to tour and/or utilize the facility for training or familiarity purposes.
- (d) The City of Shawnee through the Police Department, Municipal Court and Municipal Prosecutor shall have full access to and rights to copies of all fingerprint records, mug shots, video/audio recording, booking records or any other information regarding inmates at no additional charge.

10) **TRANSPORTATION:**

The City of Shawnee shall be responsible for all transportation of inmates to and from the jail facility and PCPSC shall be responsible only from booking to release, including transportation to and from Court.

11) **TRANSITION:**

The PCPSC shall assume custody and control over City of Shawnee inmates as requested by the City of Shawnee, as set out below, pursuant to this Agreement on the 1st day of July 2014.

12) **MEDICAL CARE:**

The PCPSC agrees to accept and provide for the secure custody, care and safekeeping of City of Shawnee inmates in accordance with the State and local laws, standards, policies, procedures or court orders applicable to the operations of the facility.

PCPSC agrees to provide the City of Shawnee inmates with the same level of medical care and services provided other inmates including the transportation and security for inmates requiring removal from the facility for emergency medical services.

PCPSC and the City of Shawnee agree that in the event an arresting officer delivers an inmate to the jail and it is determined that said inmate requires immediate medical care, the City of Shawnee

shall be responsible for transporting the inmate to medical care while preserving the City of Shawnee's protection from medical expenses pursuant to 110.S. 14-113, 21 O.S. 533.

13) **SEVERABLE LIABILITY:**

This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both Parties assume responsibility for their personnel, and will make all deductions for Social Security, withholding taxes, contributions for employment compensation funds and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.

Both Parties herein, shall be exclusively liable for loss resulting from torts or the torts of their employees acting within the scope of their employment subject to the limitations and expectations specified in the Governmental Tort Claims act, 51 O.S. 1990 Supp. 151-171, therefore, neither Party shall be liable for the acts or omissions of the other Party.

14) **TERMINATION:**

- (a) This Agreement may be terminated by either Party for any reason, or for no reason, upon one hundred twenty (120) days written notice to the other party.
- (b) This agreement may be terminated by either Party for a cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

15) **NOTICES:**

All notices required under this agreement shall be in writing and shall be mailed to the following addresses:

If to the City of Shawnee: Board of City Commissioners
 16 W. 9th
 Shawnee, OK 74801

Russell Frantz
Chief of Police
16 W. 9th
Shawnee, OK 74801

If to PCPSC: Sid Stell, Executive Director
 Pottawatomie County Public Safety Center
 14209 HWY 177
 Shawnee, OK 74804

16) **FISCAL LIMITATIONS:**

The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma. In the event of failure to so appropriate, timely notice shall be given and this Agreement may be terminated by the other Party.

17) **NON-ASSIGNABLE:**

This Agreement shall be non-assignable, but shall be binding upon and shall adhere to the benefit of the Parties and their respective successors.

18) **SEVERABLE:**

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

19) **LAWS/REGULATIONS:**

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes, Section 192 et. Seq., pertaining to minimum standards for jails shall specifically apply.

20) **MULTIPLE COUNTERPARTS:**

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

21) **SECURITY:**

City of Shawnee personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at PCPSC's premises. Information belonging to PCPSC will be safeguarded by the City of Shawnee to the same extent as each city/county safeguards their information of like kind relating to its own operation.

22) **COMPLETE AGREEMENT:**

This Agreement is the complete Agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

IN WITNESS WHEREOF, the Parties have approved this agreement and authorized the signatures below as of the dates there set out.

APPROVED by the Executive Director (or his Designee) of the Pottawatomie County Public Safety Center on this _____ day of _____ 2015.

Sid Stell, Executive Director

Designee/Witness

APPROVED by the Board of City Commissioners of Shawnee, Oklahoma this _____ day of _____ 2015.

BOARD OF CITY COMMISSIONERS OF
SHAWNEE, OKLAHOMA

Wes Mainord, Mayor

ATTEST:

Phyllis Loftis, CMC, City Clerk

APPROVED as to form and legality this _____ day of _____ 2015.

Mary Ann Karns, Legal Counsel for City of Shawnee

Regular Board of Commissioners

3.

Meeting Date: 06/01/2015

Ward 1 Election

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to hold a special election to fill unexpired Ward 1 vacancy.

Regular Board of Commissioners

4.

Meeting Date: 06/01/2015

Ward 1 Appointment

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to appoint a City Commissioner to fill Ward 1 vacancy. *(If Item No. 3 passes, this item will not be considered).*

Regular Board of Commissioners

5.

Meeting Date: 06/01/2015

Ward 1 Swearing In

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Swearing-in of Ward 1 Commissioner. *(This item only occurs if a Commissioner for Ward 1 is appointed during Agenda Item No. 4.)*

Regular Board of Commissioners

6.

Meeting Date: 06/01/2015

Motorola Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution approving renewal of a certain lease agreement with Motorola Credit Corporation.

Attachments

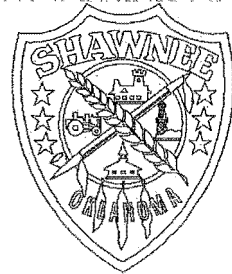
Motorola Lease Renewal Memo

Motorola Lease Resolution

Motorola Lease Reso Attachment

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, Interim City Manager *D.S.*
From: Donald D. Lynch, Emergency Management Director
Date: May 28, 2015
Re: Renewal of Lease Agreement with Motorola



NATURE OF THE REQUEST:

I am writing to request your approval on renewal of a Lease Purchase Agreement with Motorola Credit Corporation

STAFF ANALYSIS /CONSIDERATIONS:

On July 15, 2013 an agreement was made between the City and Motorola Credit Corporation to cover the cost of replacement of dispatch radio consoles in our dispatch center along with upgrading and replacing mobile and portable radios for the Police and Fire Departments, upgrading and adding capacity to our existing radio repeater tower at City Hall and providing equipment for an additional repeater site on the North Kickapoo Water Tower.

The term of the agreement was for 84 months with 7 annual payments of \$320,827.62.

Attached is a resolution approving renewal of that agreement for fiscal year 2016.

RECOMMENDATION:

Staff recommends adoption of the resolution.

BUDGET CONSIDERATION:

Funding for this agreement extension will be available to the City and the obligations created by the extension, renewal, and revitalization of the agreement will not exceed the income and revenue provided for such purposes under the budget proposal for 2016.

Thank you for your favorable attention to this request.

CITY OF SHAWNEE

RESOLUTION NO. _____

A RESOLUTION APPROVING RENEWAL OF A CERTAIN LEASE AGREEMENT
WITH MOTOROLA CREDIT CORPORATION

WHEREAS, on the 15th day of July, 2013, a certain lease agreement was made and entered into by and between the City of Shawnee, Oklahoma, and Motorola Credit Corporation, covering the following described upgrade project referred to as equipment, to-wit:

Replacement of radio consoles in dispatch center; replace and upgrade the repeaters, antennas, and feed line at our existing towers at City Hall; replace the fleet of mobile and portable radios in the Police and Fire Departments; and construct a new 800 MHz system repeater tower on the North side of Shawnee

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2014, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the City to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

WHEREAS, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of the City and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

WHEREAS, all monthly rentals due under the Lease Agreement have been fully paid;

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

THAT the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, subject to the approval of the said Motorola Credit Corporation, all in accordance with the provisions of Section 43.1, 430.2 and 430.3 of Title 62 Oklahoma Statutes (1951) for a period commencing on the 1st day of July, 2015, and ending on the 30th day of June 2016, unless prior to June 30, 2016, the rentals paid shall equal, but not exceed the purchase price of the equipment.

Dated this _____ day of _____, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

1303 E. Algonquin Rd. IL01-9th Floor
Schaumburg, IL 60196
(847) 576-6314
(847) 538-4437 Fax



MOTOROLA SOLUTIONS

August 22, 2013

City of Shawnee
222 N. Broadway
Shawnee, OK. 74802
Attn: Mr. Don Lynch

RE: Lease No: 23434

Dear Mr. Lynch,

Enclosed please find an original of the Lease/Purchase Agreement No. 23434.

Should you have any questions, please call Bill Stancik, Manager Customer Finance, at 847-538-4531.

We appreciate your business and look forward to working with you.

Sincerely,

Colleen Kassner
Motorola Solutions Credit Co. LLC.
c.kassner@motorolasolutions.com

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address CITY OF SHAWNEE
P.O. Box 1448
SHAWNEE, OK 74802-1448
Attention: EMERGENCY MANAGEMENT
Phone: 405-978-1650
 2. Lessee County Location: POTTAWATOMIE COUNTY
 3. Federal Tax I.D. Number: 73-6005424
 4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department:
 5. Equipment description that you would like to appear on your invoicing: COMMUNICATIONS SYSTEMS UPGRADE 2013
- Appropriate Contact for Documentation / System Acceptance Follow-up:
6. Appropriate Contact & Mailing Address DONALD D. LYNCH
CITY OF SHAWNEE
P.O. Box 1448
SHAWNEE, OK 74802-1448
Phone: 405-978-1678
Fax: 405-978-1643
 7. Payment remit to address: Motorola Credit Corp.
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23434

LESSEE:

CITY OF SHAWNEE
222 N. Broadway
Shawnee, OK 74802

LESSOR:

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its

obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16th day of July, 2013.

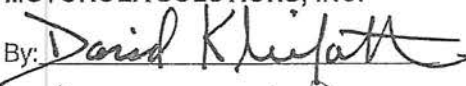
LESSEE:

CITY OF SHAWNEE

By: 
Title: CITY MANAGER


LESSOR:

MOTOROLA SOLUTIONS, INC.

By: 
Title: AUTHORIZED SIGNATORY

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23434 dated July 16, 2013 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.


Attorney for CITY OF SHAWNEE

City of Shawnee P25 Upgrade Project

23434
(189)

Shawnee P25 and MCC7500 Upgrade	
	MCC7500 Dispatch Console Positions, Qty 5 at New Primary Dispatch Location South ASR Site (10 Channel) New North ASR Site (10 Channel) Console Spares Licenses
	Project Equipment Total
Project Services	
	South Site Implementation Services North Site Implementation Services MCC7500 Services
	Integration Services Total
	City of Shawnee System Upgrade Quantar Trade In Promotion (\$5,000 x 7) Gold Elite Trade In Promotion (\$4,500 x 3)
	Upgrade Project Total with Trade In
Option 1:	Add Alias, Equipment Racks and Replacement
	MKM7000 Alias Manager Additional Equipment Racks APX 7000 Consolettes
Option 2:	Add Monopole Refurbish
	Monopole Re-work and Replacement of TX Lines
TOTAL PROJECT EXPENSE WITH OPTIONS INCLUDED:	
	Add Public Safety Subscribers and Accessories
	140 APX 6000 Mobiles and Portables (Includes accessories and Services) SMARTX Promo
	Total Subscriber Pricing
	Add Conventional Portables
	20 VHF APX 4000 Portables and Chargers (Includes Programming and services)
	Total Conventional Portables
	Add VHF and UHF Repeater
	VHF Mid Split Repeater and UHF Repeater (Includes programming and services)
	Total Repeater Pricing
	Add Two MCC7500 Dispatch Consoles
	Total additional Console Pricing (Includes Implementation services)

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 23434
Lease Number:

This Equipment Schedule dated as of July 16, 2013 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and CITY OF SHAWNEE (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23434 dated as of July 16, 2013 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	CITY OF SHAWNEE FACILITIES

Initial Term: 84 Months Commencement Date: 8/1/2013
First Payment Due Date: 8/1/2014

7 Annual Payments of \$320,827.62 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

City of Shawnee

By:  _____

Title: CITY MANAGER

LESSOR:

Motorola Solutions, Inc.

By:  _____

Title: AUTHORIZED SIGNATORY

City of Shawnee (Schedule B)
 Compound Period Annual
 Nominal Annual Rate 0 % (year one)
 Nominal Annual Rate 2.88 % (remaining six years)

Event	Start Date	Amount	Number	Period	End Date
1 Loan	8/1/2013	\$2,065,746.00		1	
2 Payment	8/1/2014	\$320,827.62		7 Annual	8/1/2020

AMORTIZATION SCHEDULE - Normal Amortization

Loan 8/1/2013 \$2,065,746.00

Payment #	Due Date	Payment	Interest	Principal	Balance
1	8/1/2014	\$320,827.62	\$0.00	\$320,827.62	\$1,744,918.38
2	8/1/2015	\$320,827.62	\$50,253.65	\$270,573.97	\$1,474,344.41
3	8/1/2016	\$320,827.62	\$42,461.12	\$278,366.50	\$1,195,977.91
4	8/1/2017	\$320,827.62	\$34,444.16	\$286,383.46	\$909,594.45
5	8/1/2018	\$320,827.62	\$26,196.32	\$294,631.30	\$614,963.15
6	8/1/2019	\$320,827.62	\$17,710.94	\$303,116.68	\$311,846.47
7	8/1/2020	\$320,827.62	\$8,981.15	\$311,846.47	\$0.00
Grand Totals		\$2,245,793.34	\$180,047.34	\$2,065,746.00	

Last interest amount decreased by 0.03 due to rounding.

INITIAL INSURANCE REQUIREMENT: \$2,065,746.00


Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

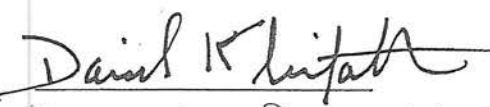
LESSEE:

LESSOR:

CITY OF SHAWNEE

Motorola Solutions, Inc.

By: 
 Title: CITY MANAGER
 Date: 7-18-2013

By: 
 Title: AUTHORIZED SECRETARY
 Date: 7-26-13

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: July 16, 2013

Lease Schedule A Date: July 16, 2013

Equipment Lease Purchase Agreement No.: 23434

Lease Schedule A No. : 23434

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23434 dated July <u>16</u> , 2013. See Schedule A for a detailed Equipment List.

LESSEE:


CITY OF SHAWNEE

By: _____ 

Date: 7-16-2013

CERTIFICATE OF INCUMBENCY

I, Phyllis Lester do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the CITY OF SHAWNEE , an entity duly organized and existing
under the laws of the State of Oklahoma that I have custody of the records of such entity, and that, as of the
date hereof, the individuals named below are the duly elected or appointed officers of such entity holding
offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their
respective names and titles are their true and authentic signatures and (ii) such officers have the authority on
behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 23434 dated
July 16, 2013 , and Schedule A number 23434 dated July 16, 2013, between CITY OF SHAWNEE and
Motorola Solutions, Inc. .

Name	Title	Signature
<u>BREAN MCDUGAL</u>	<u>CITY MANAGER</u>	
<small>(Individual who signed Lease documents should be listed here and sign where applicable)</small>		

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF SHAWNEE ,
hereto this 15 day of July, 2013

By: Phyllis Lester
(Signature of Secretary/Clerk)



STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? *THIS EQUIPMENT WILL BE USED FOR COMMUNICATIONS WITH POLICE, FIRE, AND OTHER GOVERNMENTAL ENTITIES*
2. Why is the equipment essential to the operation of CITY OF SHAWNEE?
3. Does the equipment replace existing equipment? *YES*
If so, why is the replacement being made? *END OF PRODUCT LIFE - OBSCOLESCENCE*
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? *GENERAL OBLIGATION BONDS SUPPORTED BY SALES TAX*

Lessee:

CITY OF SHAWNEE

By:

Its:

BAZAN MC DOUGAL

Date:

July 16, 2013

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23434 dated July 16, 2013 to that certain Equipment Lease Purchase Agreement number 23434 dated July 16, 2013 will be maintained by the CITY OF SHAWNEE as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number 23434 dated July 16, 2013.

This insurance is provided by:

Oklahoma Municipal Assurance Group
Name of insurance provider

3650 S. Boulevard
Address of insurance provider

Edmond OK 73013-5581
City, State and Zip Code

405 657 1400
Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 23434, CITY OF SHAWNEE, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Lessee:

CITY OF SHAWNEE

By: 

Its: BRIAN MCDUGAL

Date: July 16, 2013

RESOLUTION NO. 6453

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT ON EQUIPMENT

WHEREAS, the City of Shawnee, Oklahoma, is in need of replacement and upgrade of radio equipment , and,

WHEREAS, the City has not budgeted or appropriated the cash with which to purchase said property outright, and,

WHEREAS, the City has an opportunity to lease the equipment, and purchase it, according to the terms of a certain Lease Purchase Agreement with Motorola Credit Corporation, and

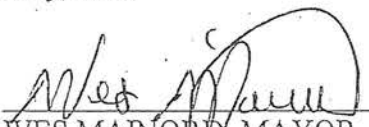
WHEREAS, the City has budgeted and appropriated funds for said Lease Purchase Agreement for the current fiscal year.

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

That the City of Shawnee, Oklahoma, lease said replacement equipment and upgrade of radio equipment from Motorola Credit Corporation according to the terms of the certain Lease Purchase Agreement executed concurrently herewith.

BE IT FURTHER RESOLVED that the Board of Commissioners find, determine and declare that the Shawnee City Manager be and is hereby authorized and directed to execute said agreement for the City of Shawnee, Oklahoma.

PASSED AND APPROVED this 15th day of July, 2013

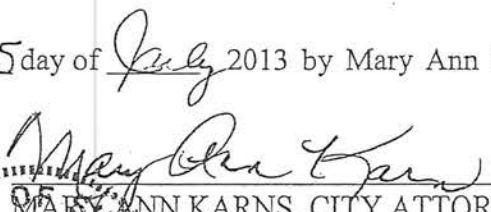


WES MAINORD, MAYOR

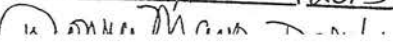


ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality on this 15 day of July 2013 by Mary Ann Karns, City Attorney.


MARY ANN KARNS, CITY ATTORNEY


I, the undersigned, duly qualified and acting City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that the above and foregoing document, consisting of 1 pages, is a true and correct copy of the original document on file in the City Clerk's office.
Witness my hand and the seal of said City this 15th day of July, 2013.
City Clerk 

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
 See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Shawnee	2 Issuer's employer identification number (EIN) 73-6005424		
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a		
4 Number and street (or P.O. box if mail is not delivered to street address) 222 N. Broadway	Room/suite	5 Report number (For IRS Use Only)	3
6 City, town, or post office, state, and ZIP code Shawnee OK 74802	7 Date of Issue 8/1/2013		
8 Name of Issue Equipment Lease-Purchase Agreement Schedule A 23434	9 CUSIP number		
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a		

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	2,037,059.87
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe		18	
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>		
If obligations are BANs, check only box 19b	<input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	8/1/2020	\$ 2,037,059.87	\$ 2,037,059.87	7 years	2.50 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	2,037,059.87
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement		25	
26 Proceeds allocated to reasonably required reserve or replacement fund		26	
27 Proceeds used to currently refund prior issues		27	
28 Proceeds used to advance refund prior issues		28	
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

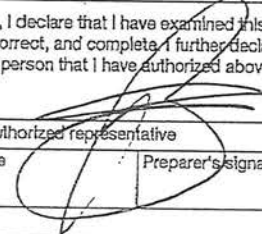
Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)

35		
----	--	--
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)

36a		
-----	--	--
- b Enter the final maturity date of the GIC ▶ _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units

37		
----	--	--
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
- b Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	7-16-2013 Date	BAZAN M' DOUGAL, CITY MANAGER Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.

Regular Board of Commissioners

7.

Meeting Date: 06/01/2015

P09-15 Rezoning

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

A public hearing and consideration of approval of an ordinance to rezone property located at Harrison Street, North of Wolverine Road, from A-1; Rural Agricultural to I-3; Heavy Industrial. Case #P09-15
Applicant: The Landrun Group, LLC (*Deferred from May 18, 2015 City Commission Meeting.*)

Attachments

P09-15 Recommendations

P09-15 Ordinance

RECOMMENDATION TO:

**MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE**

RECOMMENDATION FROM:

**CITY OF SHAWNEE
PLANNING COMMISSION**

SUBJECT:

APPLICANT: The Landrun Group, LLC
FOR: Rezone from A-1; Rural Agricultural to I-3; Heavy Industrial
LOCATION: Harrison Street, North of Wolverine Road, Shawnee, OK
PROJECT#: 150329 Case# P09-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1; Rural Agricultural
REQUESTED CLASSIFICATION: I-3; Heavy Industrial
PROPOSED PROPERTY USE: Wood Treatment Facility

PLANNING COMMISSION MEETING DATE: May 6th, 2015

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,
Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT – Universal Forest Products

Rezone – Case #P09-15
Preliminary Plat – Case #S05-15

TO: Shawnee Planning Commission

AGENDA: May 6, 2015

RE: Rezone from A-1 (Agricultural) to I-3 (Heavy Industrial)
Preliminary Plat

PROPOSAL

The applicant is requesting both a rezone from A-1 (Agricultural) to I-3 (Heavy Industrial) and Preliminary Plat approval for the construction of an industrial wood treatment plant. The property is located on Harrison Street north of Wolverine Road and will be completed in two (2) phases.

GENERAL INFORMATION

Applicant	The Land Run Group, LLC
Owner(s)	UFP Western Division, Inc.
Site Location/Address	Harrison Street north of Wolverine Road
Current Site Zoning	A-1 (Agricultural)
Proposed Zoning	I-3 (Heavy Industrial)
Parcel Size	30.06 Acres
Proposed Use	Wood Treatment Facility
Comprehensive Plan Designation	Industrial
Existing Land Use	Vacant
Surrounding Zoning	North: A-1 (Agricultural)

	South: I-2 (Light Industrial) East: A-1 (Agricultural) & I-2 (Light Industrial) West: I-2 (Light Industrial)
--	--



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

STAFF REVIEW AND ANALYSIS

The applicant in this case intends to rezone the subject property from A-1 to I-3 in an effort to construct a wood pressure treatment plant. The ownership of this property is Universal Forest Products (UFP), established in 1955. They are headquartered in Grand Rapids, Michigan and own approximately 80 facilities across the United States. UFP is a \$2.7 billion holding company that provides capital, management and administrative resources to subsidiaries that design, manufacture and market wood and wood-alternative products for the retail, construction and industrial markets.

Lumber would be transported to and treated on the subject site. Pressure treatment is a process that forces chemical preservatives into the wood. Wood is placed inside a closed cylinder, then vacuum and pressure are applied to force the preservatives into the wood.

The preservatives help protect the wood from attack by termites, other insects, and fungal decay.

Generally, the wood will be pressure-treated with water and a copper based preservative, then transported off-site for retail. All water and chemicals for this practice will stay on site, never to be incorporated into the sanitary sewer or storm water drainage system. The property is approximately 30 acres in size, meeting all dimensional requirements for Industrial development.

Universal Forest Products has requested to pay a fee-in-lieu of sidewalk construction. As required by Ordinance #2526, the applicant has submitted written request to pay a fee instead of installing a sidewalk. Payment of the required fee is to be made prior to issuance of the building permit.

A contributing factor for Staff's recommendation to approve the fee-in-lieu of is that sidewalks and residential activity do not exist in this immediate area. The surrounding area is primarily dominated with industrial uses and is not within proximity to a school, park, or other public or quasi-public facility.

City requirements:

1. Six (6') sidewalk required or pay-in-lieu of along Harrison Street for the full length of property.
2. Storm water drainage to be approved by the City Engineer.
3. Developer shall extend the City's waterline across the frontage of the area they will be final platting.
4. Developer shall extend the City's sanitary sewer lines to at least the boundary of Lot 1 – Block 2 shown on the Preliminary Plat.
5. Updated Stormwater Management Report. The current report only pertains to Lot 1 – Block 1. The inclusion of both lots will be necessary.

STAFF RECOMMENDATION

The technical aspects of the rezone and Preliminary Plat have been reviewed by the City Engineer and other appropriate staff. Staff does recommend approval of a rezone from A-1, Agricultural, to I-3: Heavy Industrial. Also, Staff does recommend approval of the Preliminary Plat, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Six (6') foot sidewalk or fee-in-lieu of required along Harrison Street and is to be paid concurrent with Building Permit submittal.
4. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Exhibit 1: Preliminary Plat

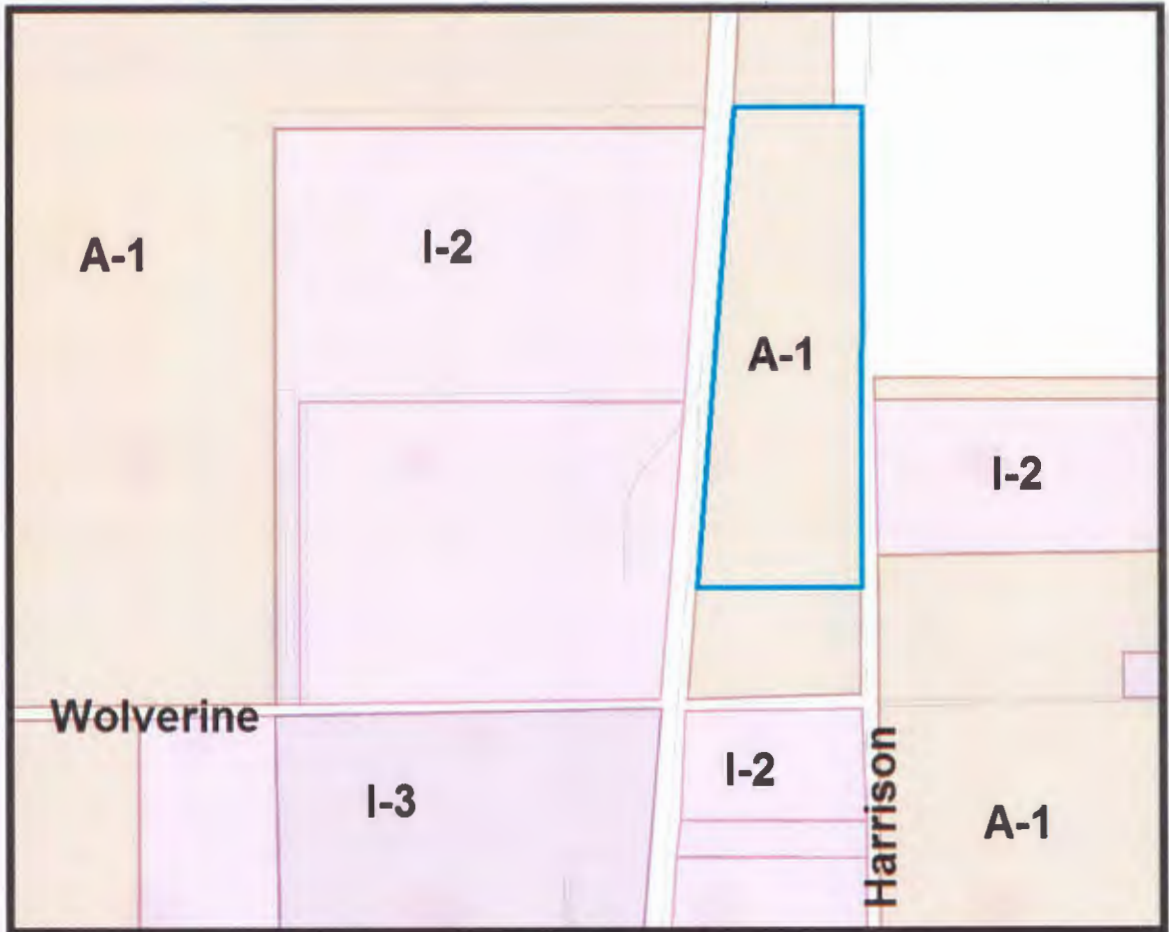


Figure 2: Zoning Map of site – approximate total area outlined in blue.

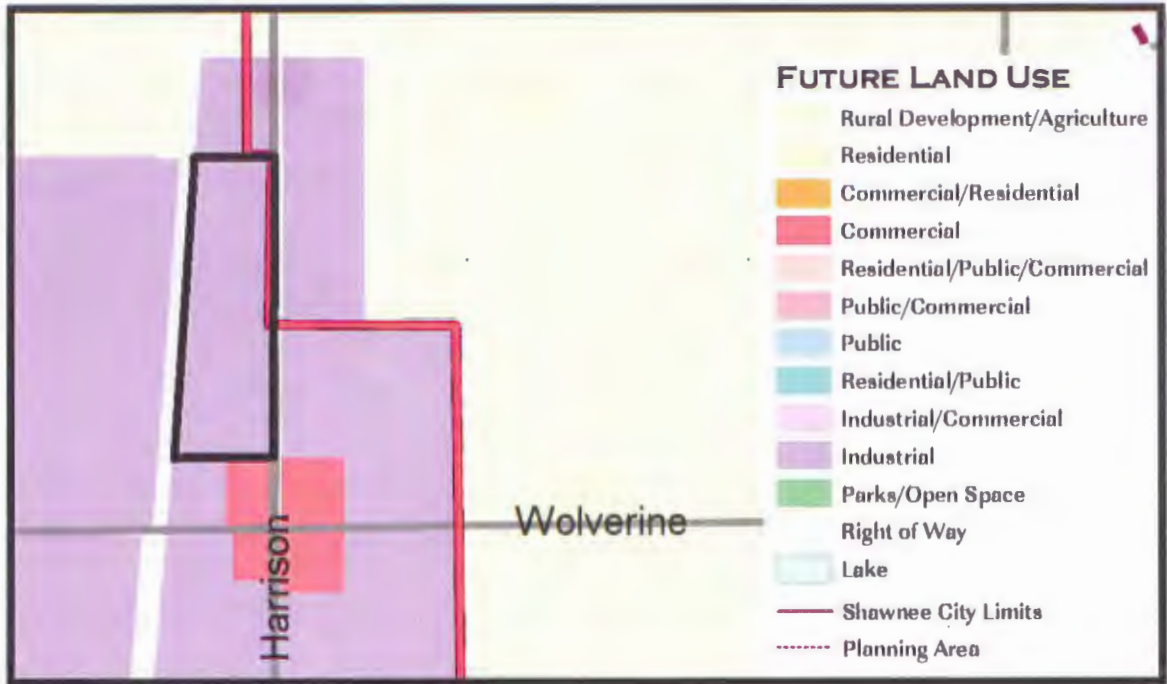


Figure 3: Future Land Use Map – approximate total area outlined in black.

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P09-15

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

The property requesting rezoning is described as follows:

A tract of land located in the SE/4 of Section 18, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the SE/corner of said SE/4; thence S 89°22'25" W a distance of 81.18 feet; thence N 00°03'12" W a distance of 447.50 to the Point of Beginning; thence N 00°03'12" W a distance of 492.12 feet; thence N 08°28'39" E a distance of 101.12 feet; thence N 00°03'12" W a distance of 200 feet; thence N 02°54'57" W a distance of 100.12 feet; thence N 00°03'12" W a distance of 500 feet; thence N 01°51'21" E a distance of 150.08 feet; thence N 00°03'12" W a distance of 645.31 feet; thence S 89°31'29" W a distance of 521.89 feet; thence S 04°15'03" W a distance of 2197.04 feet; thence N 89°19'38" E a distance of 671.81 feet to the Point of Beginning.

General Location Known As:	<u>Harrison Street and Wolverine Rd., Shawnee, OK</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Requested Zoning Classification:	<u>I-3; Heavy Industrial District</u>
Proposed Use of Property:	<u>Industrial</u>
Applicant:	<u>The Landrun Group LLC</u>

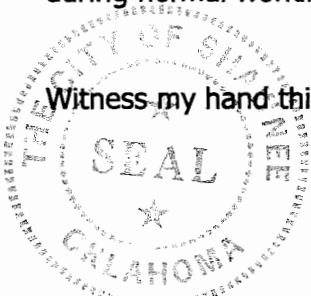
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

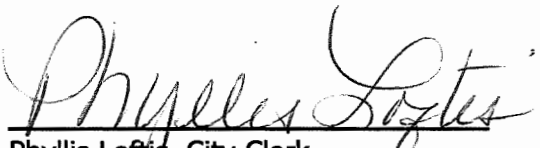
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

May 6th, 2015 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
May 18th, 2015 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

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

Witness my hand this 14th day of April, 2015.

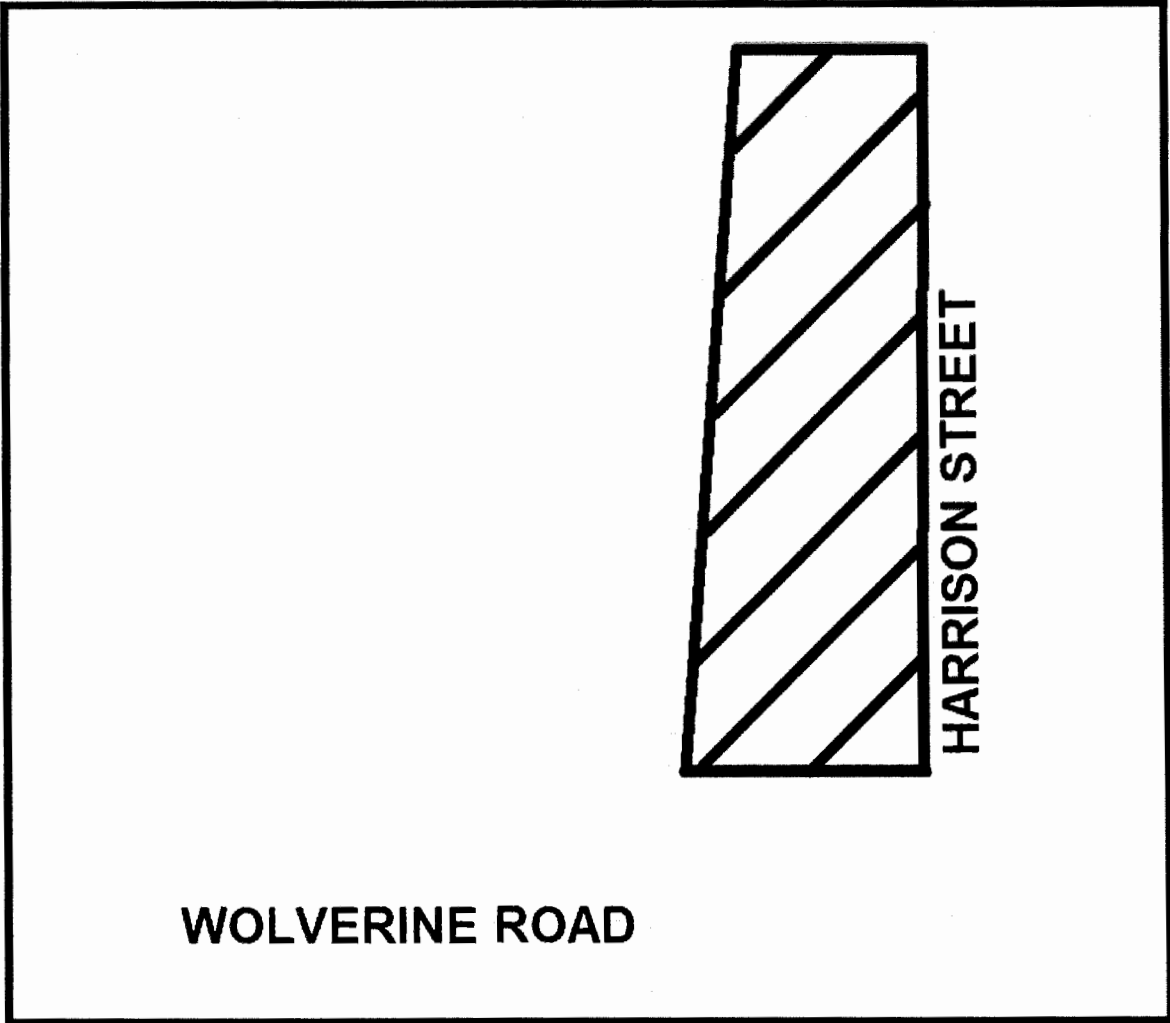




Phyllis Loftis, City Clerk

Location Map

Case #P09-15



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 180329 CASE NO. POA-15

REQUEST:

Rezoning X Rezoning w/Conditional Use Permit _____ Conditional Use Permit _____
Planned Unit Development _____

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

PROPERTY LOCATION (STREET ADDRESS): Highway 18 / Harrison & Wolverine Rd.

LEGAL DESCRIPTION: Port of SE 1/4 Sec 18 T11N R4E Jm - See Exhibit "A"

PROPERTY OWNER (S): UFP Western Division, Inc.

PROPERTY AGENT (APPLICANT): The Land Run Group, LLC

APPLICANT'S ADDRESS: 201 West 9th Street

CITY: Shawnee **STATE** OK **ZIP** 74801

EMAIL ADDRESS: jlandes@landrungle.com

TELEPHONE NUMBER: (405) 273-4222 **CONTACT NUMBER:** ()

DIMENSIONS OF PROPERTY: AREA 30.06 acres WIDTH 600'
LENGTH ~~1000~~ 1550' FRONTAGE 1575'

CURRENT ZONING: Agriculture **CURRENT USE:** Vacant

PROPOSED ZONING: I-3 **PROPOSED USE:** Industrial

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


SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 6th day of April 20 15


PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01723382

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ **DATE:** _____
CITY COMMISSION ACTION: _____ **DATE:** _____
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

RECEIVED

APR 03 2015

PLANNING / CODE

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

A tract of land located in the SE/4 of Section 18, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the SE/corner of said SE/4; thence S 89°22'25" W a distance of 81.18 feet; thence N 00°03'12" W a distance of 447.50 to the Point of Beginning; thence N 00°03'12" W a distance of 492.12 feet; thence N 08°28'39" E a distance of 101.12 feet; thence N 00°03'12" W a distance of 200 feet; thence N 02°54'57" W a distance of 100.12 feet; thence N 00°03'12" W a distance of 500 feet; thence N 01°51'21" E a distance of 150.08 feet; thence N 00°03'12" W a distance of 645.31 feet; thence S 89°31'29" W a distance of 521.89 feet; thence S 04°15'03" W a distance of 2197.04 feet; thence N 89°19'38" E a distance of 671.81 feet to the Point of Beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (2), both inclusive.

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

Dated: March 24, 2015 at 7:30 AM

First American Title & Trust Company

By: Bobbie Jo Koepersal
Bobbie Jo Koepersal
Abstractor License No. 3389
OAB Certificate of Authority # 49
File No. 2022953-OK99

OWNERSHIP LIST

**ORDER NO. 2022953
UNIVERSAL FOREST**

DATE PREPARED: March 31, 2015
EFFECTIVE DATE: March 24, 2015 AT 7:30 AM

OWNER	LOT	BLK	ADDITION
RAIDASH LLC C/O DR. OBHRAI 3315 KETHLEY RD SHAWNEE, OK 74804			A TR BEG SE/C SE W786.25' TO PT ON E ROW OF RR N04* 15'03"E ALG ROW 2,646.11' E588.32' S2,636.25' TO POB SUBJECT TO ROW OF HWY 18. LESS 2.79AC REC# 2005 -195 38.80 Acres
DEPT OF TRANSPORTATION 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG SE/C NE N330.75' W68. 03' S330.70' E67.83 POB
DEPT OF TRANSPORTATION 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG 330.75'N SE/C NE TH N330.75 W68.28' S26.89' S303.82' E68.03' POB
WOLVERINE HOLDING COMPANY 41600 WOLVERINE RD SHAWNEE, OK 74804			N89*E150' N0*E50' SW/C SE N0*E1334.7' N89*E1699.68' S04*W1339.53' S89*W1601.32 TO POB 49.07 Acres
STATE OF OKLAHOMA 200 NE 21 ST OKLAHOMA CITY, OK 73105			10-SU BEG 89*20'28"E150' & N0*04'30"E33' OF SW/C SE N89*20'28"E1600.54' ETC.
CARLA JO HASBEL TRUST 8806 N HARRISON SHAWNEE, OK 74804			S/2 S/2 S/2 NE LESS .31AC TO STATE 19.69 ACRES
STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			SW/C SW N658.69' E113.43' S420.96' S1*E237.77' W118.83' POB 1.75 Acres
REDBUD DEVELOPMETN LLC 106 HUNTINGTON CT SHAWNEE, OK 74801			10-SR S1/2 SW SW LESS 1.75AC REC# 2005-196 18.25 Acres
STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG 420'S NW/C SW S799.2' E107.97' N222.17' N2*W 100.12' N400' N8*E78.12' W114.07' POB
JEFFREY ANDERSON & BILL MYERS 925 E ARLINGTON ADA, OK 74820			BEG NW/C SW E422' S200' W422' N200' POB LESS .48AC REC 2005- 815 THE WATERING HOLE SALOON 1.46 Acres
JOSEPH E IV & ANNETTE G YORK PO BOX 691587 SAN ANTONIO, TX 78269-1587			10U TR IN SW BEG 200'S NW/C E422' S220' W422' N220' TO POB. 2.00 Acres
G & J MONTGOMERY PROPERTIES 6905 UPPER 29 TH ST NORTH OAKDALE, MN 55128			BEG SW/C NW N660' E660' S660' W660' POB LESS 1.62AC REC 2005-717 8.38 Acres
STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG SW/C NW N660' E126.73 S27.51 S0*03'12"E29.95' S13*W103.08' S503.19' W102.22' POB 1.62 Acres

STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG NW/C SW S200' E117.35' N2.66' N8*W 101.12' N96.81' W102.23' POB
STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG SE/C SE/4 N2634.77' W67.83' S645.31' S1*W150.08' S500' S2*E100.12' S200' S8*W101.12' S939.62 E81.18' POB 2.79 Acres
THE DUDLEY FAMILY LIMITED PARTNERSHIP 2102 N BEARD SHAWNEE, OK 74801			NW SW LESS TRACRS & LESS .60AC REC 2005-712 29.46 ACRES
EATON HYDRAULICS INC TAX DEPT MAIL CODE 2N 100 EATON BLVD CLEVELAND, OH 44122-9100			10-SU N1/2 SW SW & 3A IN NW SW LESS .66 AC TO STATE 22.34 Acres
STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			PT 17-11N-4E (NO LEGAL) 141115
TCW HOLDINGS INC C/O TRICAN WEL SERVICE LP 41500 WOLVERINE RD SHAWNEE, OK 74804	1	1	VANGUARD ADDITION

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE/CORNER OF SAID SE/4; THENCE S 89°22'25" W A DISTANCE OF 81.18 FEET; THENCE N 00°03'12" W A DISTANCE OF 447.50 TO THE POINT OF BEGINNING; THENCE N 00°03'12" W A DISTANCE OF 492.12 FEET; THENCE N 08°28'39" E A DISTANCE OF 101.12 FEET; THENCE N 00°03'12" W A DISTANCE OF 200 FEET; THENCE N 02°54'57" W A DISTANCE OF 100.12 FEET; THENCE N 00°03'12" W A DISTANCE OF 500 FEET; THENCE N 01°51'21" E A DISTANCE OF 150.08 FEET; THENCE N 00°03'12" W A DISTANCE OF 645.31 FEET; THENCE S 89°31'29" W A DISTANCE OF 521.89 FEET; THENCE S 04°15'03" W A DISTANCE OF 2197.04 FEET; THENCE N 89°19'38" E A DISTANCE OF 671.81 FEET TO THE POINT OF BEGINNING, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA. ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL TO I-3; HEAVY INDUSTRIAL AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was scheduled for the 18th day of May, 2015 but deferred by the Board of Commissioners of the City of Shawnee, Oklahoma, until the 1st day of June, 2015 upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Rural Agricultural to I-3; Heavy Industrial.

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to I-3; Heavy Industrial.

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE/CORNER OF SAID SE/4; THENCE S 89°22'25" W A DISTANCE OF 81.18 FEET; THENCE N 00°03'12" W A DISTANCE OF 447.50 TO THE POINT OF BEGINNING; THENCE N 00°03'12" W A DISTANCE OF 492.12 FEET; THENCE N 08°28'39" E A DISTANCE OF 101.12 FEET; THENCE N 00°03'12" W A DISTANCE OF 200 FEET; THENCE N 02°54'57" W A DISTANCE OF 100.12 FEET; THENCE N 00°03'12" W A DISTANCE OF 500 FEET; THENCE N 01°51'21" E A DISTANCE OF 150.08 FEET; THENCE N 00°03'12" W A DISTANCE OF 645.31 FEET; THENCE S 89°31'29" W A DISTANCE OF 521.89 FEET; THENCE S 04°15'03" W A DISTANCE OF 2197.04 FEET; THENCE N 89°19'38" E A DISTANCE OF 671.81 FEET TO THE POINT OF BEGINNING, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA. ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL TO I-3; HEAVY INDUSTRIAL AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 1st day of June, 2015.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this 1st day of June, 2015.

MARY ANN KARNES
CITY ATTORNEY

Regular Board of Commissioners

8.

Meeting Date: 06/01/2015

S05-15 Preliminary Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Preliminary Plat for North Harrison Industrial Park located at Harrison Street, North of Wolverine Road. Case #S05-15 Applicant: The Landrun Group, LLC (Deferred from May 18, 2015 City Commission Meeting.)

Attachments

S05-15 Prel Plat Rec

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group, LLC
FOR: Preliminary Plat for North Harrison Industrial Park
LOCATION: Harrison Street, North of Wolverine Road,
Shawnee, OK
PROJECT# 150329 CASE# S05-15

PLANNING COMMISSION MEETING DATE: May 6th, 2015

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Six (6') foot sidewalk or fee-in-lieu of required along Harrison Street and is to be paid concurrent with Building Permit submittal.
4. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

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

APPLICANT The Land Run Group LLC
APPLICANT ADDRESS 201 West 9th Street, Shawnee, OK 74801
APPLICANT PHONE NUMBERS (405) 273-4222
EMAIL ADDRESS slandes@landruncorp.com
NAME OF PLAT North Harrison Industrial Park
LOCATION Highway 18/Harrison & Wolverine Road
NUMBER OF ACRES 30.06 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 \$ 6.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST \$ 231.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS _____
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME UFP Western Division, Inc
ADDRESS 2801 East Beltline Avenue NE, Grand Rapids, MI 49525
CONTACT NUMBERS (616) 365-1578
EMAIL ADDRESS jtiehelaar@ufp.com

PROJECT ENGINEER INFORMATION:

NAME Land Run Engineering, LLC Stephen Landis, PE
ADDRESS 201 West 9th Street, Shawnee, OK 74801
CONTACT NUMBERS (405) 273-4222
EMAIL ADDRESS slandes@landruncorp.com

FOR STAFF USE ONLY

PROJECT NUMBER: 150330 CASE NUMBER: 505-13

DATE: 4-6-15 AMOUNT PAID: \$ 231.00 RECEIPT NO. 01723382



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

STAFF REPORT – Universal Forest Products

Rezone – Case #P09-15
Preliminary Plat – Case #S05-15

TO: Shawnee Planning Commission

AGENDA: May 6, 2015

RE: Rezone from A-1 (Agricultural) to I-3 (Heavy Industrial)
Preliminary Plat

PROPOSAL

The applicant is requesting both a rezone from A-1 (Agricultural) to I-3 (Heavy Industrial) and Preliminary Plat approval for the construction of an industrial wood treatment plant. The property is located on Harrison Street north of Wolverine Road and will be completed in two (2) phases.

GENERAL INFORMATION

Applicant	The Land Run Group, LLC
Owner(s)	UFP Western Division, Inc.
Site Location/Address	Harrison Street north of Wolverine Road
Current Site Zoning	A-1 (Agricultural)
Proposed Zoning	I-3 (Heavy Industrial)
Parcel Size	30.06 Acres
Proposed Use	Wood Treatment Facility
Comprehensive Plan Designation	Industrial
Existing Land Use	Vacant
Surrounding Zoning	North: A-1 (Agricultural)

	South: I-2 (Light Industrial) East: A-1 (Agricultural) & I-2 (Light Industrial) West: I-2 (Light Industrial)
--	--



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

STAFF REVIEW AND ANALYSIS

The applicant in this case intends to rezone the subject property from A-1 to I-3 in an effort to construct a wood pressure treatment plant. The ownership of this property is Universal Forest Products (UFP), established in 1955. They are headquartered in Grand Rapids, Michigan and own approximately 80 facilities across the United States. UFP is a \$2.7 billion holding company that provides capital, management and administrative resources to subsidiaries that design, manufacture and market wood and wood-alternative products for the retail, construction and industrial markets.

Lumber would be transported to and treated on the subject site. Pressure treatment is a process that forces chemical preservatives into the wood. Wood is placed inside a closed cylinder, then vacuum and pressure are applied to force the preservatives into the wood.

The preservatives help protect the wood from attack by termites, other insects, and fungal decay.

Generally, the wood will be pressure-treated with water and a copper based preservative, then transported off-site for retail. All water and chemicals for this practice will stay on site, never to be incorporated into the sanitary sewer or storm water drainage system. The property is approximately 30 acres in size, meeting all dimensional requirements for Industrial development.

Universal Forest Products has requested to pay a fee-in-lieu of sidewalk construction. As required by Ordinance #2526, the applicant has submitted written request to pay a fee instead of installing a sidewalk. Payment of the required fee is to be made prior to issuance of the building permit.

A contributing factor for Staff's recommendation to approve the fee-in-lieu of is that sidewalks and residential activity do not exist in this immediate area. The surrounding area is primarily dominated with industrial uses and is not within proximity to a school, park, or other public or quasi-public facility.

City requirements:

1. Six (6') sidewalk required or pay-in-lieu of along Harrison Street for the full length of property.
2. Storm water drainage to be approved by the City Engineer.
3. Developer shall extend the City's waterline across the frontage of the area they will be final platting.
4. Developer shall extend the City's sanitary sewer lines to at least the boundary of Lot 1 – Block 2 shown on the Preliminary Plat.
5. Updated Stormwater Management Report. The current report only pertains to Lot 1 – Block 1. The inclusion of both lots will be necessary.

STAFF RECOMMENDATION

The technical aspects of the rezone and Preliminary Plat have been reviewed by the City Engineer and other appropriate staff. Staff does recommend approval of a rezone from A-1, Agricultural, to I-3: Heavy Industrial. Also, Staff does recommend approval of the Preliminary Plat, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Six (6') foot sidewalk or fee-in-lieu of required along Harrison Street and is to be paid concurrent with Building Permit submittal.
4. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Exhibit 1: Preliminary Plat

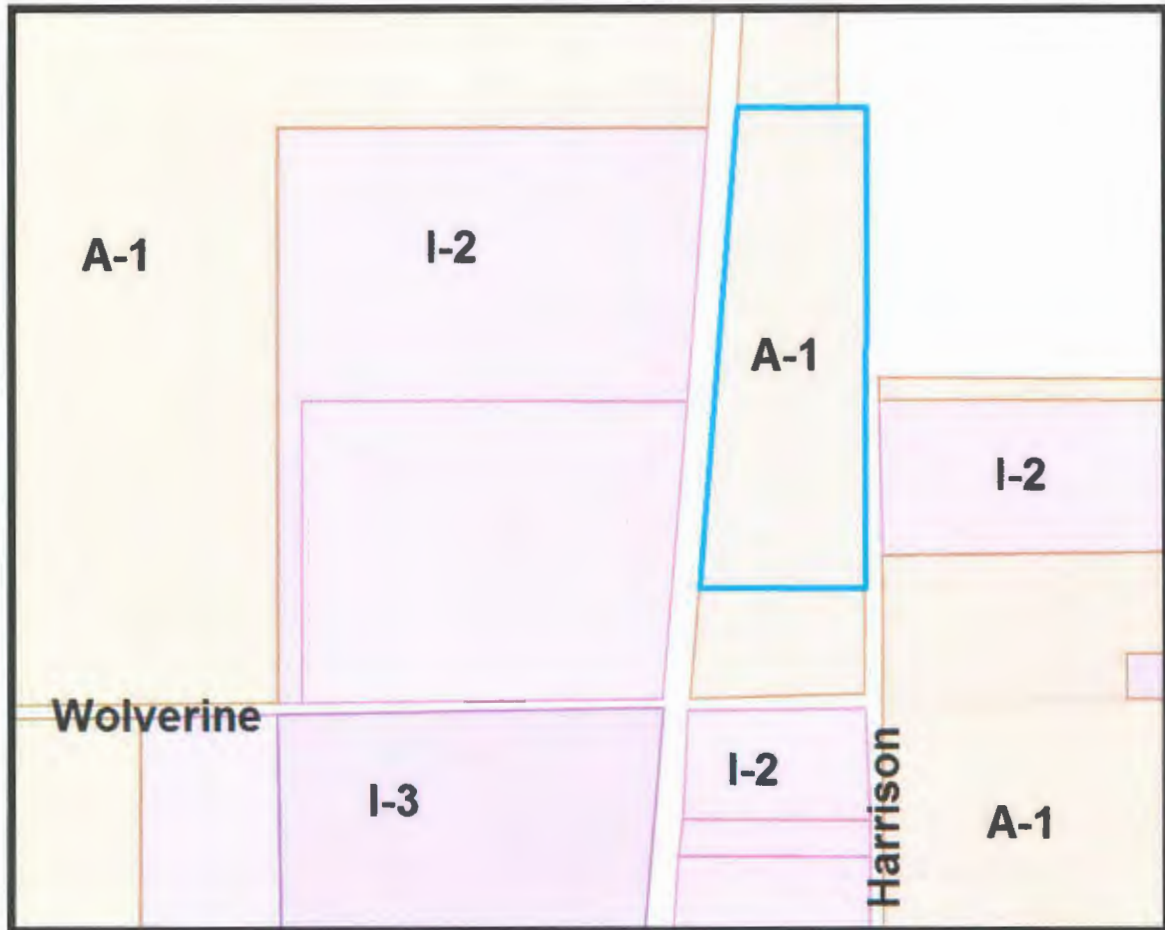


Figure 2: Zoning Map of site – approximate total area outlined in blue.

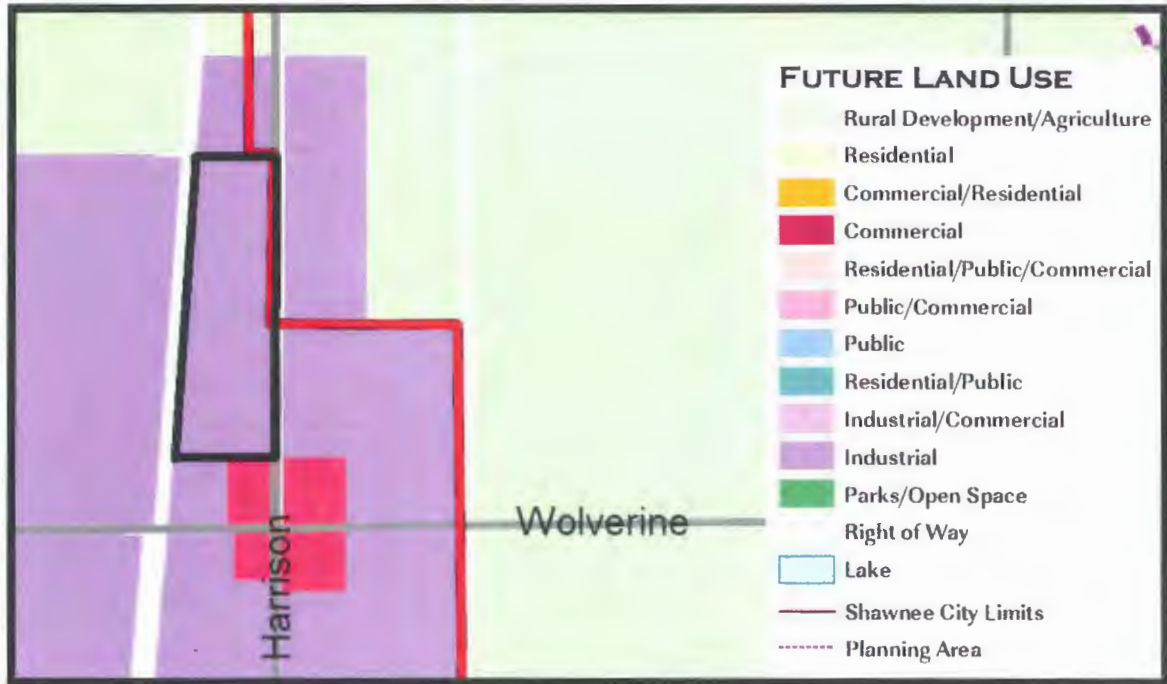


Figure 3: Future Land Use Map – approximate total area outlined in black.

Regular Board of Commissioners

9.

Meeting Date: 06/01/2015

Budget 2015-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

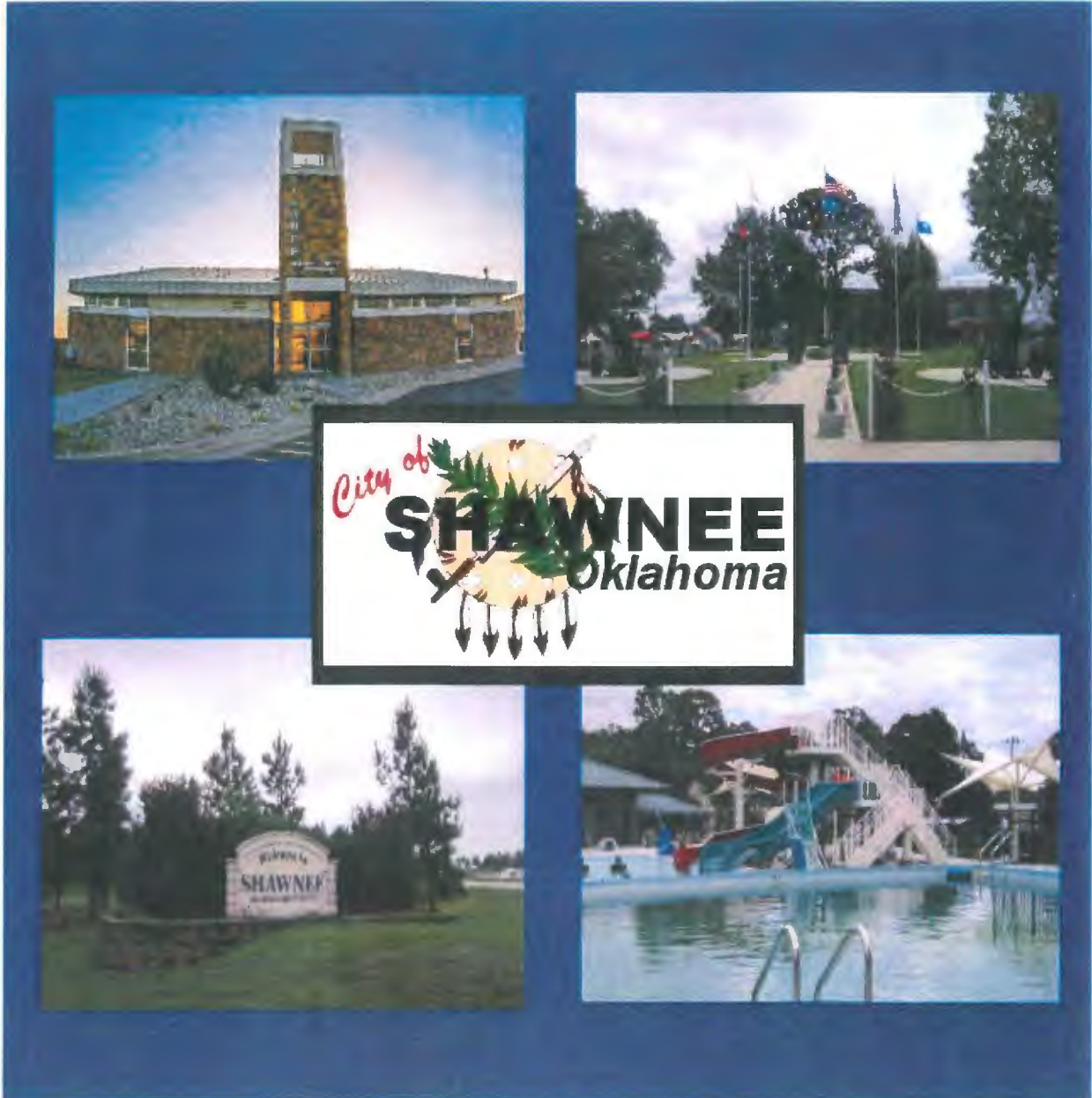
Information

Title of Item for Agenda

Public hearing and consideration of approval of a budget for Fiscal Year 2015-2016.

Attachments

Budget



CITY OF SHAWNEE
BUDGET
FISCAL YEAR 2015-2016

Mayor
WES MAINORD



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

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

June 1, 2015

Honorable Mayor and City Commissioners
City of Shawnee
Shawnee, Oklahoma

Ladies and Gentlemen:

In accordance with the City Manager's duties and responsibilities outlined in the Shawnee Municipal Code, please find attached hereto the budget for the fiscal year ending June 30, 2016. The recommended budget includes both Operating and Capital Budgets for FY 2015-2016. These spending plans have been prepared with the intent of reflecting the City Commission's goals and initiatives and on providing excellent customer service to the community.

THE FY 2016 BUDGET IN PERSPECTIVE

The FY 2015-2016 Budget for all funds equals \$71,963,743, an increase from the City of \$64,879,739 Shawnee budget for FYE 2014-2015. This is due to an increase in both budgeted operating and capital expenditures. Please note that these totals include fund balances.

The Finance Director and department heads started the budgeting process in February 2015, developing the budget as a team, for review by the City Manager. The City Finance Director and City Manager met to review the progress for the approval by the City Commission in accordance with the Oklahoma Budget Act. Most revenues are projected based on historical data and current trends with the exception of the General Fund. With the General Fund, we believe that a conservative projection based primarily on our current-year revenues is the best approach.

Capital improvement projects are submitted by department heads and are selected for funding based on priority and need, with emphasis placed toward previous capital improvement planning efforts. Actual projected salaries and related employer-paid benefits are calculated at the employee level. Maintenance and operating expenditures are budgeted based on historical data and current trends, balancing departmental needs with financial resources. Department heads present their proposed departmental budgets, justifying all expenditures, using zero-based budgeting concepts.

The last few budget years have been challenging, but fiscal year 2014-2015 has been stable and the future looks promising. Completion of several retail establishments in the Shawnee Marketplace development, new tenants at Shawnee Mall and other development projects around the City all point to increased commerce and vitality for our region.

The General Fund supports police and fire services, municipal court, city clerk, code enforcement, planning and engineering, animal control, emergency management, street maintenance, traffic control, parks, cemetery, municipal auditorium, community center, senior citizens activities and general administration costs including accounting, payroll, human resources, and information technology services. Budgeted revenues total \$21,587,438 and budgeted expenditures total \$21,587,438.

Competitive and fair wages and benefits are critical to the success of our organization. Limited sales tax growth allowed for merit increases, but the Consumer Price Index has been falling and the last 6 month average is down to .41% and accordingly, no Cost of Living Adjustment (COLA) is proposed. Merit increases to each employee on a performance basis of up to 2.5% have been budgeted and the Commission's approval of covering the increase in health insurance premiums is greatly appreciated by all employees. Education and longevity incentives were increased for the first time for non-union employees since 1979. Negotiations with the Collective Bargaining units are underway but are not complete at this time.

Described below are the projections for the coming fiscal year and a comparison to the prior year's budget. The following schedule provides a summary:

FUND	2015-2016	2014-2015	INCREASE (DECREASE)	ENDING FUND BALANCE
GENERAL FUND	29,097,561	27,868,251	1,229,310	7,510,123
SHAWNEE MUNICIPAL FUND	21,040,315	19,368,482	1,671,833	1,312,226
CAPITAL IMPROV FUND	4,392,753	3,933,581	459,172	140,111
STREET IMPROV FUND	10,843,488	8,727,229	2,116,259	2,018,672
ALL OTHER FUNDS	6,589,626	4,982,196	1,607,430	2,445,560
TOTAL	71,963,743	64,879,739	7,084,000	13,426,692

As shown above, the overall 2015-2016 proposed budget has increased over the 2014-2015 budget, as amended, by \$7,084,000.

The Shawnee Municipal Authority (SMA) and the Shawnee Airport Authority (SAA) business plans are included as part of the City budget.

Due to diligent fiscal oversight by the individual department heads, guided by your commitment to sound financial management, we have consistently grown fund balance each budget year. Our initial estimates indicate an increase of \$34,674 for a total cash General Fund balance of approximately \$4.8 million.

REVENUES

By far, the City's largest source of revenue comes from *City Sales Tax*, which is showing slow-to-moderate growth. Therefore, we budgeted a 3.0% growth in sales tax for the fiscal year 2015-2016. This increase also includes approximately \$70,000 that we will save as a result of House Bill 1875, which will lower our administration fees to the Oklahoma Tax Commission from 1.0% to .50 percent. We have also included a line item noted as "Hunt Properties – Sales Tax," where we will provide the sales tax rebate owed to the developer of the Shawnee Marketplace (Hunt Properties). Other revenues are projected based on historical data and current trends.

Intergovernmental Revenues includes Federal, State, and local grant monies received by the City. The FY 2015-2016 budget includes \$1,589,500 in intergovernmental revenue, which is down from FY 2014-2015 budget of \$1,927,670. This decrease is a result of the completion of the "COPS" grant and we are in our last partial year for the "SAFER" grant. Grants are only budgeted after they are awarded so this section will vary greatly each year.

Fines and Forfeitures includes court fines, fees, and proceeds from the sale of judicially confiscated property. FY 2015-2016 projections are at \$728,000

Licenses and Permits includes building, electrical, plumbing, and business licenses and other licenses or permits of a local nature. These revenues are by nature dependent on the local economy. We have attempted to budget these revenues conservatively. The FY 2015-2016 projection is \$226,000.

Other Sources of Funds includes the operating transfers made between the various funds of the City. The operating transfers are considered a source of funds for the receiving fund and transfers out are a use of funds in the disbursing fund. The operating transfers for FY 2015-2016 are \$2,354,377 up from \$2,189,356 for FY 2014-2015. Fiscal year 2015-2016 transfers are up due to increases in the SMA transfer fee for services from \$1,100,000 to \$1,250,000 (we have not had an increase in many years). Most of the operating transfers are transfers into the General Fund as payments for services provided to the other funds.

EXPENDITURES

Budgeted wages and related employer-paid benefits of just over \$17.6 million comprising approximately 81.53% of the City's General Fund budget. Merit increases of up to 2.5% are included for employee pay increases based on a successful performance evaluation.

The City contributes to the Police, Fire and non-union employee retirement funds based on covered wages. The City Commission approved a pension reform package in 2013 for non-union employees. Employees hired after the plan change are provided a Defined Contribution (DC) Plan and the City contributes a percentage of the salary based on years of service. Existing employees were given the option of staying with a Defined Benefit (DB) Plan or switching to the DC Plan. Approximately 60% of staff chose the DC and the remainder of staff chose the DB. This budget includes a contribution rate of 16.73% to the Oklahoma Municipal Retirement Fund for non-union employees that chose the DB plan which is down from 18.12% from FY 2014-2015. Since the pension changes were enacted in 2013, the general fund expenses for pension costs are down over \$400,000. The City's contribution rate for police and fire employees for their respective retirement plans is determined by the State of Oklahoma. The current rate for Fire is 14% and the current rate for Police is 13%.

Workers' compensation expenses are down from previous years. We changed third party administrators two years ago and this has reduced our costs and we have settled some old cases. In February 2015, Oklahoma's workers' compensation laws were amended. Worker compensation allocation will remain at the same level until we can better assess how we are impacted by the new laws.

Reserves for accrued compensated absences have not been accounted for in the proposed beginning Fund Balance. Compensated absences include earned, but unused, vacation and sick leave for covered employees. The dollar amount of compensated absences must be reported in the City's government-wide financial statements and represents a long-term legal obligation to pay benefits now earned by City employees, which will be paid in the future.

Shawnee Municipal Authority

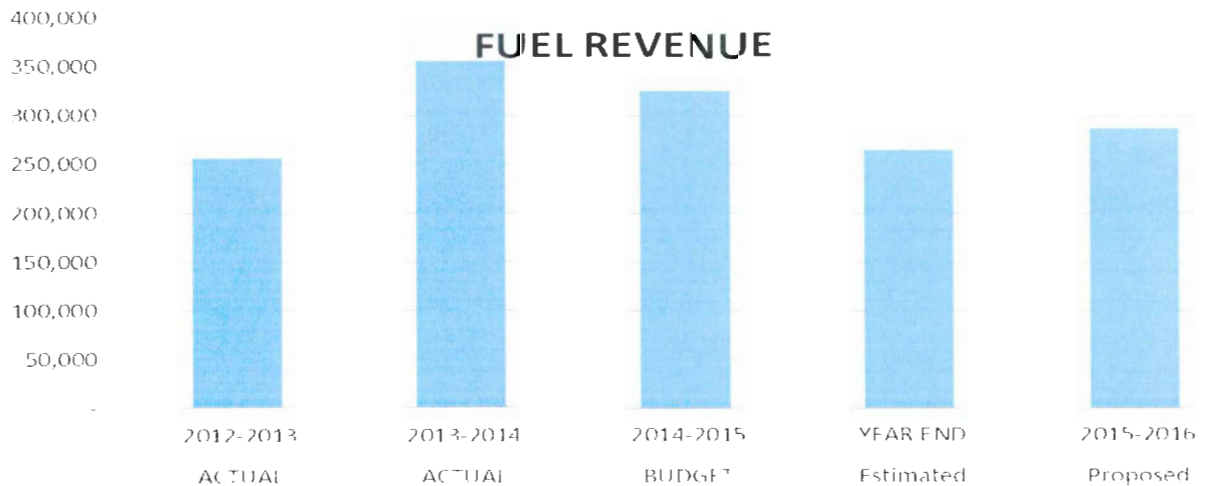
The Shawnee Municipal Authority (SMA) provides water, sewer, and sanitation services for approximately 12,000 City customers and is operated as a business unit (Enterprise Fund). During FY 2014-2015, Smith, Roberts and Baldeschwiler completed the master plan that was accepted by the commission in Fall 2014. This plan will help guide the City with infrastructure needs for the next 20 years. FY 2014-2015 had the remaining scheduled rate increase (which was minor), so revenues were budgeted based on estimated year-end figures.

Budgeted revenues total \$14,383,000 and budgeted expenditures total \$19,728,088. This is a result of projects being carried over from FY 2014-2015 and using additional fund balance for sewer and water distribution repairs and debt service of \$2.3 million. Some of the highlights for SMA Capital Expenditures include \$1 million for sewer distribution repair (pipe bursting) and \$1 million for water line replacement and repair. We are in our last year of the PCDA front load payment plan which is \$500,000 per year. By doing this for three years, we were able to save almost \$2 million and we were also able to shorten the loan significantly. In this year's budget there is \$500,000 set aside for engineering expenses related to "Filter Rehab," which staff would like to accomplish in 2016-2017.

This critical project will allow the City to utilize Wes Watkins Reservoir in a more consistent way through the summer months. The estimated cost of the project is \$3.2 million. We are also in the last year of reimbursing the Street Fund for the Kickapoo waterlines which total approximately \$1.8 million. The estimated fund balance at June 30, 2016 is \$1,600,000.

Shawnee Airport Authority

The Shawnee Regional Airport serves the general aviation needs of the area. The 2015-2016 proposed Shawnee Airport Authority (SAA) business plan includes revenues of \$976,776 and expenditures of \$976,776. The revenues are generated by fuel sales, hanger rentals, and our grant for \$424,688. We have received a grant from the FAA with a 10% match. The grant from the FAA will be used for a new weather station, apron lighting and a new beacon. At this time, all hanger space is rented and there is a waiting list. Fuel sales have leveled off, though staff is looking at ways to increase sales. A graph of fuel revenue is below:



Capital Improvement Fund (CIP)

The Capital Improvement Fund budget is \$ 4,391,753 this fiscal year, with approximately \$1.7 million in rollovers. Sales tax generates around \$2.4 million of each year. This fiscal year, there is debt service budgeted at \$1,625,703 for the improvements at the Heart of Oklahoma Exposition Center (parking lot), walking trail at the airport, pool and communication towers. The opening of the “Shawnee Splash” aquatics center in June signifies an exciting time for the community. The remaining funds will be used for miscellaneous capital needs such as police cars, wayfinding (signage) and equipment needed for various departments. In the rollovers, there has been money put away for the municipal auditorium heat and air and this will be completed in FY 2015-2016.

Street Improvement Fund

The proposed Street Improvement Fund budget is \$8,824,816 for street projects. Revenues include sales tax, grants and money from the TIF district to do the Main Street Streetscape Project. The revenues also include a transfer of \$600,000 from SMA to reimburse the Street Fund for the Kickapoo Street Project (waterlines). This money will be set aside to continue the Kickapoo improvements to Farrall Street in the future.

Community Development Block Grant (CDBG)

CDBG programs are not reported in the City's budget since all projects are funded directly by the Department of Housing and Urban Development (HUD) on a reimbursement basis. City CDBG programs are overseen by the Shawnee Urban Renewal Authority (SURA) and the City to provide housing rehabilitation for low-income citizens. The City is a CDBG entitlement city reimbursed directly by HUD for wages, related employer-paid benefits, and construction and rehabilitation expenditures.

FYE 2015 OUTLOOK, SIGNIFICANT ISSUES AND PRIORITIES

Through the prudent use of City funds, we expect to provide the citizens of and visitors to Shawnee quality services that rival similar-sized municipalities in the State. A lot has been accomplished during FY 2014-2015. The municipal pool and splash pad are almost complete and we have begun to implement the Master Trails Plan in earnest. All three of these projects were substantially supported by the Avedis Foundation, who has brought much good to Shawnee and the region and should be commended. Areas of concern continue however, and new demands are certain to challenge the City in the coming year.

FINANCIAL CONDITION

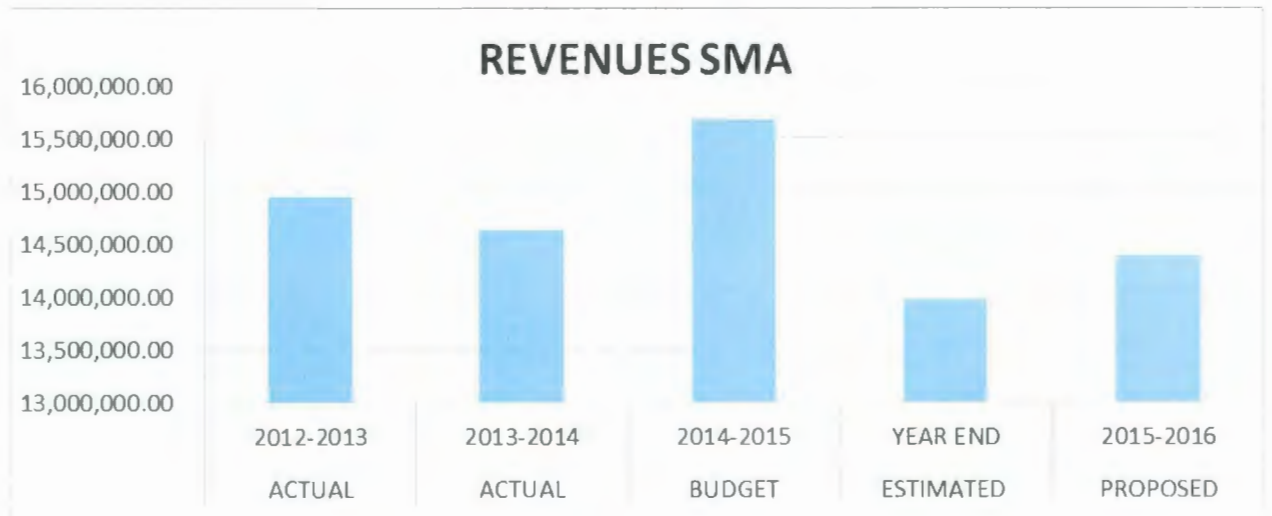
The financial condition and long term outlook for the City is generally positive. Sales tax has shown a slight increase over the last three years and with several new developments built, completed, or planned, it should continue to grow. We have strived to enhance the quality of life in Shawnee and we could not have accomplished this without the help of many partners, agencies and the community at large. Water and Sewer sales are healthy and we have built a fund balance that insulates the City in times of disaster or financial need. The City maintains a Standard and Poor A+ investment risk rating on the City's Revenue Bonds.

The following graphs illustrate revenue growth trends:

Revenues




SMA Revenue



CONCLUSION

The recommended Budget for FY 2015-2016 is the result of diligence on the part of staff who provided the information necessary to finalize this document for formal consideration by the City Commission. Special thanks are extended to the Finance Department for their professionalism and exceptional work. The opportunity to maintain and improve the quality of life in Shawnee through implementation of this budget is a challenging and exciting goal – one that we will strive to meet and exceed.

Respectfully Submitted,



Justin Erickson
City Manager



Cynthia R. Sementelli
Finance Director/City Treasurer

**City of Shawnee
Annual Budget
Fiscal Year 2015-2016
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	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 ESTIMATE	2015-2016 BUDGET
001 GENERAL FUND					
Beginning fund balance		6,184,754	6,644,179	6,644,179	7,510,123
Total Revenues	19,698,148	19,888,532	21,075,106	20,845,629	21,587,438
Total Expenses	19,038,072	19,429,107	21,075,106	19,979,685	21,587,438
End of Year Adjustment					
Ending Fund Balance	6,184,754	6,644,179	6,644,179	7,510,123	7,510,123
101 Street & Alley Fund					
Beginning fund balance	(81,736)	26,487	(3,004)	(3,004)	-
Total Revenues	456,047	297,041	344,610	353,004	365,000
Total Expenses	347,824	326,532	350,000	350,000	350,000
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	26,487	(3,004)	(8,394)	-	15,000
102 E-911 Fund					
Beginning fund balance	428,041	455,290	553,135	553,135	255,635
Total Revenues	228,441	218,592	230,000	220,000	225,000
Total Expenses	201,192	120,747	527,500	517,500	234,000
End of Year Adjustment					-
Ending Fund Balance	455,290	553,135	255,635	255,635	246,635
103 REVOLVING OIL & GAS FUND					
Beginning fund balance	244,279	254,779	254,779	254,779	266,279
Total Revenues	10,500	9,250	10,250	11,500	11,500
Total Expenses	-	-	11,000	-	10,250
End of Year Adjustment					-
Ending Fund Balance	254,779	264,029	254,029	266,279	267,529
104 ECONOMIC DEVELOPMENT FUND					
Beginning fund balance	151,441	154,705	196,994	196,994	216,869
Total Revenues	283,865	286,956	303,694	315,875	322,187
Total Expenses	281,498	244,667	296,000	296,000	296,000
End of Year Adjustment					-
Ending Fund Balance	153,808	196,994	204,688	216,869	243,056
105 SPAY/NEUTER FUND					
Beginning fund balance	13,725	15,761	18,651	18,651	20,676
Total Revenues	7,459	4,645	6,900	5,500	6,000
Total Expenses	5,423	1,755	5,000	3,475	4,500
End of Year Adjustment					-
Ending Fund Balance	15,761	18,651	20,551	20,676	22,176

	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 ESTIMATE	2015-2016 BUDGET
106 HOTEL/MOTEL SURCHARGE FUND					
Beginning fund balance	59,113	16,064	36,251	36,251	41,095
Total Revenues	563,558	563,558	390,000	484,442	550,000
Total Expenses	606,607	606,607	372,500	479,597	565,704
End of Year Adjustment					
Ending Fund Balance	16,064	(26,985)	53,751	41,095	25,391
107 POLICE SALES TAX FUND					
Beginning fund balance	44,388	45,862	45,862	47,661	47,871
Total Revenues	354,836	354,836	360,398	367,662	360,398
Total Expenses	353,362	353,362	361,253	367,452	360,098
End of Year Adjustment					
Ending Fund Balance	45,862	47,336	45,007	47,871	48,171
108 FIRE SALES TAX FUND					
Beginning fund balance	44,388	45,862	45,862	47,661	47,871
Total Revenues	354,836	354,836	360,398	367,662	360,398
Total Expenses	353,362	353,362	361,253	367,452	360,098
End of Year Adjustment					
Ending Fund Balance	45,862	47,336	45,007	47,871	48,171
112 TAX INCREMENT FINANCE FUND					
Beginning fund balance	360,270	464,905	518,957	518,957	568,679
Total Revenues	104,635	54,052	90,500	49,722	50,000
Total Expenses	-	-	-	-	500
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	464,905	518,957	609,457	568,679	618,179
113 DRUG FORFEITURE FUND					
Beginning fund balance	977	977	7,899	7,899	8,308
Total Revenues	-	10,036	-	9,080	-
Total Expenses	-	3,114	-	8,671	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	977	7,899	7,899	8,308	8,308
201 DEBT SERVICE FUND					
Beginning fund balance	113,461	137,577	161,264	161,264	103,094
Total Revenues	24,116	23,687	-	26,830	26,830
Total Expenses	-	-	-	85,000	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	137,577	161,264	161,264	103,094	129,924

	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 ESTIMATE	2015-2016 BUDGET
301 CAPITAL IMPROVEMENT FUND					
Beginning fund balance	1,436,937	1,639,271	1,949,862	1,949,862	1,717,825
Total Revenues	2,185,157	4,025,118	2,353,952	5,649,550	2,674,928
Total Expenses	2,119,323	4,161,618	3,785,021	5,881,587	4,252,642
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	1,502,771	1,949,862	518,794	1,717,825	140,111
302 STREET IMPROVEMET FUND					
Beginning fund balance	6,922,386	6,011,972	6,875,152	6,875,152	7,609,752
Total Revenues	2,618,675	4,651,037	4,263,697	2,913,600	3,233,736
Total Expenses	3,572,954	5,827,988	7,099,000	2,179,000	8,824,816
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	5,968,107	6,875,152	4,039,849	7,609,752	2,018,672
350 POOL FUND					
Beginning fund balance	-	-	-	-	-
Total Revenues	-	-	68,463	38,500	136,926
Total Expenses	-	-	68,463	38,500	136,926
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	-	-	-	-	-
601 WORK COMP SELF-INSUR FUND					
Beginning fund balance	487,110	466,516	466,516	466,516	544,016
Total Revenues	687,753	730,122	660,500	695,000	660,500
Total Expenses	708,347	785,826	650,000	617,500	660,500
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	466,516	410,812	477,016	544,016	544,016
701 LIBRARY FUND					
Beginning fund balance	4,444	4,444	(14,145)	(23,945)	0
Total Revenues	74,000	74,000	74,000	103,377	74,000
Total Expenses	76,074	78,165	83,800	79,432	74,000
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	2,370	279	(23,945)	0	0
702 CEMETERY PERPETUAL FUND					
Beginning fund balance	179,495	179,129	175,716	175,716	180,666
Total Revenues	4,384	4,575	4,500	4,950	5,000
Total Expenses	4,750	7,988	69,778	-	69,778
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	179,129	175,716	110,438	180,666	115,888
704 SENIOR CITIZENS FUND					

	2012-2013	2013-2014	2014-2015	2014-2015	2015-2016
	ACTUAL	ACTUAL	BUDGET	ESTIMATE	BUDGET
Beginning fund balance	21,219	21,219	21,219	21,219	21,219
Total Revenues	-	-	-	-	-
Total Expenses	-	-	-	-	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	21,219	21,219	21,219	21,219	21,219

706 GIFTS AND CONTRIBUTIONS

Beginning fund balance	87,198	87,198	91,651	91,651	93,147
Total Revenues	-	6,998	-	1,496	-
Total Expenses	-	2,545	-	-	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	87,198	91,651	91,651	93,147	93,147

709 SISTER CITY FUND

Beginning fund balance	12,024	(1,250)	(1,250)	(1,250)	(1,250)
Total Revenues	15,000	31,000	31,000	31,633	31,000
Total Expenses	28,274	31,000	31,000	31,633	31,000
End of Year Adjustment					
Ending Fund Balance	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)

GENERAL FUND

GENERAL FUND

Number	Description	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
001 4001	SALES TAX	11,344,406.00	11,469,032.57	12,131,000.00	12,377,831.99	12,383,556.89
	SALES TAX HUNT PROPERTIES	-	-	-	-	400,000.00
001 4002	USE TAX	997,336.00	1,143,165.14	1,200,000.00	1,193,466.00	1,325,000.00
001 4003	ALCOHOLIC BEVERAGE TAX	111,929.00	115,513.96	130,000.00	117,128.50	125,000.00
001 4006	CIGARETTE TAX	215,397.00	201,356.48	200,000.00	200,390.00	205,000.00
001 4013	ONG FRANCHISE TAX	246,746.00	275,859.95	275,000.00	290,000.00	365,000.00
001 4014	OG&E FRANCHISE TAX	1,097,923.00	1,107,496.92	1,330,000.00	1,253,500.00	1,300,000.00
001 4015	SOUTHWESTERN BELL FRANCH.	40,212.00	37,729.48	50,000.00	50,000.00	50,000.00
001 4016	ALLEGIANCE COMM FRANCHISE	106,538.00	88,786.00	110,000.00	72,735.00	70,000.00
001 4017	OCCUPATIONAL TAX	12,600.00	15,400.00	17,000.00	16,000.00	17,000.00
001 4018	CVEC FRANCHISE	109,997.00	120,224.00	150,000.00	132,735.75	150,000.00
001 4049	NUISANCE / OTHER TAXES	61,668.00	29,732.60	60,000.00	35,000.00	40,000.00
	TOTAL TAXES	14,344,752.00	14,604,297.10	15,653,000.00	15,738,787.24	16,430,556.89
001 4101	FEDERAL GRANT REVENUE	294,824.00	221,981.00	150,000.00	150,000.00	150,000.00
001 4102	STATE GRANT REVENUE	20,072.00	64,228.00	-	-	-
001 4103	CIVIL DEFENSE GRANT REV.	-	-	-	-	-
001 4104	INTERLOCAL AGREE. REV.	-	-	-	-	-
001 4106	INCARCERATION COSTS	77,127.00	71,283.91	80,000.00	76,260.92	80,000.00
001 4111	SHAWNEE HOUSING AUTH./ IA	49,999.00	50,000.00	50,000.00	50,000.00	50,000.00
001 4112	INDEPEND. SCHOOL DIST./IA	72,615.00	76,245.75	72,615.00	76,245.75	78,000.00
001 4113	RE-ACT - IA	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
001 4147	LEPC GRANT REVENUE	3,297.00	4,000.00	4,000.00	4,000.00	4,000.00
001 4155	UNZER GRANT	94,983.00	24,107.00	95,000.00	45,000.00	-
001 4105	COPS GRANT	-	132,680.00	123,120.00	123,120.00	-
001 4140	SAFR GRANT	-	200,048.00	337,935.00	337,935.00	212,500.00
001 4149	OTHER INTERGOVT. REV.	1,254,657.00	1,268,109.00	1,000,000.00	1,000,000.00	1,000,000.00
	TOTAL INTERGOVERNMENTAL	1,882,574.00	2,127,682.66	1,927,670.00	1877561.67	1,589,500.00
001 4201	LICENSES-SMA LICENSES	-	-	-	-	-
001-4202	BUILDING PERMITS	101,077.00	92,313.38	150,000.00	145,000.00	150,000.00
001 4203	PLUMBING PERMITS	19,060.00	12,200.00	20,000.00	14,000.00	15,000.00
001 4204	ELECTRICAL PERMITS	3,090.00	4,697.50	5,000.00	4,660.00	5,000.00
001 4205	ZONING PERMITS & APPLICATIONS	9,401.00	7,285.00	12,500.00	8,000.00	8,000.00
001 4206	HEATING & A/C PERMITS	13,160.00	14,460.00	15,000.00	15,000.00	15,000.00
001 4212	PET LICENSES & POUND FEE	7,475.00	8,066.00	10,000.00	8,000.00	9,000.00
001 4216	GARAGE SALE PERMITS	10,308.00	10,819.00	14,000.00	12,000.00	14,000.00
001 4249	OTHER PERMITS	8,670.00	9,195.00	9,500.00	9,200.00	10,000.00
	TOTAL LICENSES AND PERMITS	172,241.00	159,035.88	236,000.00	215,860.00	226,000.00
001 4301	MUNICIPAL COURT FINES	592,128.00	439,458.00	650,000.00	510,596.56	550,000.00
001 4302	MUNICIPAL COURT COSTS	157,890.00	122,370.17	175,000.00	123,944.90	130,000.00
001 4304	JUVENILE ADMIN. COSTS	3,961.00	2,994.00	3,000.00	3,000.00	3,000.00
001 4305	JUVENILE FINES	5,594.00	4,521.00	6,000.00	4,900.00	5,000.00
	INCARCERATION COSTS	-	-	-	-	-
001 4350	VECH IMPOUND FEES	46,600.00	35,600.00	50,000.00	30,400.00	40,000.00
	TOTAL FINES	806,173.00	604,943.17	884,000.00	672,841.46	728,000.00
001 4517	INSUFFICIENT CHECK FEES	482.00	159.56	250.00	275.00	300.00
001 4550	FIRE PROTECTIONS SERVICES	5,833.00	8,764.14	10,000.00	10,000.00	10,000.00
001 4604	COEDD BLDG. RENTAL REV.	14,681.00	12,000.00	15,000.00	12,000.00	12,000.00
001 4696	T-MOBILE TOWER RENTAL	10,164.00	10,164.00	11,000.00	11,000.00	11,000.00
001 4699	OTHER RENTAL REVENUE	4,601.00	5,203.00	4,600.00	5,000.00	5,000.00
001 4701	INTEREST INCOME	4,933.00	8,671.75	5,000.00	9,000.00	10,000.00
001 4702	INTEREST INC. - SALES TAX	10,216.00	9,151.53	12,000.00	12,000.00	13,500.00
001 4703	INTEREST INC. - USE TAX	972.00	956.63	1,000.00	1,000.00	1,000.00
001 4803	OIL & GAS ROYALTIES	12,429.00	11,244.77	13,000.00	12,000.00	13,000.00

GENERAL FUND

Number	Description	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
001 4804	INSURANCE RECOVERY	14,567.00	6,281.15	-	-	-
001 4806	CEMETERY LOT SALES	11,900.00	10,850.00	14,000.00	11,500.00	14,000.00
001 4807	OTHER CEMETERY REVENUE	28,558.00	21,172.84	25,000.00	22,000.00	25,000.00
001 4808	FIRE RUNS	5,104.00	5,134.19	4,000.00	6,000.00	25,000.00
001 4809	SALE OF SURPLUS PROPERTY	71,305.00	25,341.12	25,000.00	35,000.00	25,000.00
001 4810	PROPERTY RESALE DISTB.	-	30,703.80	-	30,703.80	30,703.80
001 4811	MISC. GIFTS AND DONATIONS	20.00	2,000.00	-	-	-
001 4812	CASH LONG/SHORT	57.00	64.94	-	-	-
001-4820	PCDA REVENUE	4,865.00	2,535.57	-	-	-
001 4822	OTHER MISC. REVENUE	49,815.00	17,642.76	15,000.00	25,000.00	25,000.00
001 4823	MISC REVENUE-FINGER PRINTING	4,234.00	3,552.00	3,000.00	-	-
001 4825	REFUNDS & REIMBURSMENTS	46,331.00	29,299.35	30,000.00	25,000.00	30,000.00
001 4826	COUNTY PRISONER-REIMBURSE	-	-	-	-	-
001 4827	PROJECT HEART REVENUE	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
001 4828	PHONE REIMBURSMENTS	265.00	1.50	100.00	-	-
001 4840	PLANNING COPY/MAP FEES	300.00	75.00	200.00	350.00	500.00
001 4841	ENGINEERING COPY/SPEC. FEES	3,052.00	1,939.58	1,500.00	1,750.00	2,000.00
001 4860	SAFE ROOM REBATE REVENUE	-	-	-	-	-
001 4870	INTERDEPARTMENTAL REVENUE	-	-	-	-	-
	TOTAL OTHER REVENUE	310,684.00	228,909.18	184,850.00	235,578.80	259,003.80
001 4915	REPAYMENT OF LOAN sma	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
	TRANSFER FROM FUND BALANCE			-	-	-
001 4925	TRANSFER FROM SMA	1,125,000.00	1,100,000.00	1,100,000.00	1,100,000.00	1,250,000.00
001 4930	TRANSFER FROM CDBG 02			-		
001 4943	TRNS FROM POLICE TAX FUND	353,362.00	356,831.92	369,793.00	372,500.00	377,188.86
001 4944	TRANSF FROM FIRE TAX FUND	353,362.00	356,831.92	369,793.00	372,500.00	377,188.86
001 4950	TRANSFER FROM CAPITAL IMPRV			-		
001 4951	TRANSFER FROM STREET IMPV	100,000.00	100,000.00	100,000.00	10,000.00	100,000.00
	TOTAL TRANSFERS	2,181,724.00	2,163,663.84	2,189,586.00	2,105,000.00	2,354,377.72
	TOTAL REVENUE	19,698,148.00	19,888,531.83	21,075,106.00	20,845,629.17	21,587,438.41

SUMMARY-EXPENSES

DEPARTMENT	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
CITY MANAGER	\$ 486,471.00	\$ 425,089.92	\$ 470,703.27	\$ 528,597.70	\$ 456,393.44
CITY ATTORNEY	\$ 230,669.00	\$ 417,508.96	\$ 256,519.36	\$ 252,635.64	\$ 272,873.33
ACCOUNTING	\$ 508,304.00	\$ 499,883.30	\$ 506,290.48	\$ 513,935.35	\$ 526,702.78
INFORMATION SERVICES	\$ 353,870.00	\$ 349,185.00	\$ 409,590.66	\$ 394,789.33	\$ 473,561.06
MUNICIPAL COURT	\$ 517,389.00	\$ 534,164.85	\$ 564,405.84	\$ 526,626.88	\$ 556,770.79
CITY CLERK	\$ 274,509.00	\$ 269,646.00	\$ 332,115.82	\$ 284,870.53	\$ 324,674.32
HUMAN RESOURCES	\$ 341,882.00	\$ 348,918.00	\$ 400,634.69	\$ 367,174.23	\$ 413,577.65
COMMUNITY DEVELOP	\$ 692,146.00	\$ 759,138.00	\$ 815,203.77	\$ 717,033.27	\$ 846,982.24
POLICE ADMINISTRATION	\$ 494,154.00	\$ 486,506.00	\$ 562,964.95	\$ 555,002.27	\$ 576,409.48
POLICE PATROL	\$ 4,729,808.00	\$ 4,785,659.00	\$ 4,943,073.42	\$ 4,610,516.81	\$ 4,946,834.86
CRIMINAL INVESTIGATION	\$ 595,143.00	\$ 583,049.00	\$ 598,706.57	\$ 659,432.29	\$ 702,256.08
ANIMAL CONTROL	\$ 256,855.00	\$ 226,285.00	\$ 260,685.12	\$ 254,385.12	\$ 295,656.32
DISPATCH	\$ 648,483.00	\$ 591,066.72	\$ 647,416.01	\$ 662,652.30	\$ 671,798.30
FIRE PREVENTIONS	\$ 622,608.00	\$ 581,508.00	\$ 626,066.99	\$ 533,850.24	\$ 627,503.91
FIRE SUPPRESSION	\$ 4,203,717.62	\$ 4,279,001.62	\$ 4,721,607.20	\$ 4,728,504.94	\$ 4,935,728.02
FIRE TRAINING	\$ 166,141.00	\$ 188,923.00	\$ 187,675.61	\$ 185,575.61	\$ 193,615.18
EMERGENCY MANAGEMENT	\$ 303,121.00	\$ 322,995.95	\$ 322,995.95	\$ 289,057.00	\$ 425,376.84
LEPC	\$ 4,465.72	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00
ENGINEERING	\$ 419,397.00	\$ 535,483.51	\$ 535,483.51	\$ 381,610.92	\$ 478,546.78
STREETS	\$ 817,354.00	\$ 851,635.02	\$ 851,635.02	\$ 898,492.32	\$ 1,001,852.66
TRAFFIC CONTROL	\$ 277,879.00	\$ 284,037.91	\$ 284,037.91	\$ 264,200.23	\$ 314,092.08
PARKS	\$ 656,625.00	\$ 703,632.98	\$ 703,632.98	\$ 844,568.85	\$ 794,256.82
CEMETERY	\$ 191,523.00	\$ 197,863.13	\$ 197,863.13	\$ 200,925.00	\$ 207,579.03
MUNICIPAL AUDITORIUM	\$ 8,200.00	\$ 10,000.00	\$ 10,000.00	\$ 26,142.00	\$ 26,142.00
COMMUNITY CENTER	\$ 41,873.00	\$ 45,000.00	\$ 45,000.00	\$ 43,900.00	\$ 43,900.00
SENIOR CITIZENS	\$ 93,774.00	\$ 79,291.00	\$ 79,291.00	\$ 96,233.00	\$ 96,233.00
EXPO	\$ 548,434.00	\$ 502,963.89	\$ 502,963.89	\$ 534,587.55	\$ 486,192.73
EQUIPMENT SERVICES	\$ 370,048.00	\$ 358,762.97	\$ 358,762.97	\$ 380,531.37	\$ 399,137.06
BUILDING MAINTENANCE	\$ 79,229.00	\$ 81,718.44	\$ 81,718.44	\$ 81,303.81	\$ 81,900.76
TRANSFERS	\$ 104,000.00	\$ 124,640.00	\$ 124,640.00	\$ 157,000.00	\$ 370,666.66
TRANSFER TO FUND BALANCE	\$	\$	\$	\$	\$ 34,674.21
	\$ 19,038,072.34	\$ 19,429,107.17	\$ 20,407,234.56	\$ 19,979,684.54	\$ 21,587,438.41

**SPECIAL
REVENUE
FUNDS**

**101 STREET AND ALLEY FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
101-4006	MOTOR VEHICLE TAX	\$ 213,671	\$ 235,353	\$ 250,000	\$ 236,318	\$ 240,000
101-4007	EXCISE TAX	\$ 54,776	\$ 55,783	\$ 57,000	\$ 58,190	\$ 60,000
	TOTAL TAXES	\$ 268,447	\$ 291,136	\$ 307,000	\$ 294,508	\$ 300,000
101-4249	OTHER PERMITS	\$ 1,470	\$ 75	\$ 1,250	\$ 850	\$ 1,000
101-4701	INTEREST INCOME					
	TRANSFER FROM GEN	\$ 175,000		\$ 30,000	\$ 51,286	\$ 57,640
1014822	OTHER MISC INCOME	\$ 11,130	\$ 5,830	\$ 6,360	\$ 6,360	\$ 6,360
	OTHER	\$ 187,600	\$ 5,905	\$ 37,610	\$ 58,496	\$ 65,000
	TOTAL INCOME	\$ 456,047	\$ 297,041	\$ 344,610	\$ 353,004	\$ 365,000
BEGINNING FUND BALANCE		\$ (81,736)	\$ 26,487	\$ (3,004)	\$ (3,004)	\$ -
TOTAL SOURCE OF FUNDS INCL FB		\$ 374,311	\$ 323,528	\$ 341,606	\$ 350,000	\$ 365,000
EXPENDITURES						
5-0920-5320	NATURAL GAS			\$ -	\$ -	\$ -
5-0920-5321	ELECTRICITY	\$ 347,824	\$ 327,232	\$ 350,000	\$ 350,000	\$ 350,000
5-0920-5420	CAPITAL OUTLAY			\$ -	\$ -	
	TOTAL EXPENSES	\$ 347,824	\$ 327,232	\$ 350,000	\$ 350,000	\$ 350,000
ESTIMATED FUND BALANCE		\$ 26,487	\$ (3,004)	\$ (8,394)	\$ -	\$ 15,000
TOTAL USE OF FUNDS		\$ 374,311	\$ 324,228	\$ 341,606	\$ 350,000	\$ 365,000

**102 E-911 FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

Number REVENUES	Description	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
102-4012	E-911	228,441	218,592	230,000	220,000	225,000
102-4701	INTEREST INCOME		-	-	-	-
TOTAL REVENUES		228,441	218,592	230,000	220,000	225,000
BEGINNING FUND BALANCE		428,041	455,290	553,135	553,135	255,635
TOTAL SOURCE OF FUNDS INCL FB		656,482	673,882	783,135	773,135	480,635
EXPENDITURES						
102-5-0740-5210	OFFICE & COMPUTER SUPP	-	-	-	-	-
102-5-0740-5220	TOOLS & MINOR EQUIP	-	-	-	-	-
102-5-0740-5325	TELEPHONE	93,285	105,772	165,000	109,500	115,000
102-5-0740-5350	SOFTWARE PURCHASES	266	-	-	15,000	15,000
102-5-0740-	TRAINING			2,500	-	2,500
102-5-0740-5399	CONTINGENCY	107,641	14,975	35,000	18,000	9,000
102-50740-5450	CAPITAL OUTLAY-EQUIP		-	325,000	375,000	92,500
TOTAL EXPENSES		201,192	120,747	527,500	517,500	234,000
ESTIMATED ENDING FUND BALANCE		455,290	553,135	255,635	255,635	246,635
TOTAL USE OF FUNDS		656,482	673,882	783,135	773,135	480,635

**103 REVOLVING GAS & OIL
2015-2016 BUDGET REVENUES AND EXPENSES**

Number REVENUES	Description	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
103-4207	DRILLING PERMITS	-	-	-	-	-
103-4208	RENEWAL PERMITS	10,500	9,250	10,250	11,500	11,500
103-4701	INTEREST INCOME	-	-	100	100	-
103-4213	PLUGGING FEES	-	700	-	-	-
	TOTAL REVENUE	10,500	9,250	10,250	11,500	11,500
BEGINNING FUND BALANCE		244,279	254,779	254,779	254,779	266,279
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		254,779	264,029	265,029	266,279	277,779
EXPENSES						
103-5-0710-5314	INSPECTIONS & TESTING	-	-	10,500	-	10,250
103-5-0710-5353	LEGAL ADVERTISING	-	-	-	-	-
103-5-0710-5399	CONTINGENCY	-	-	500	-	-
	TOTAL EXPENSES	-	-	11,000	-	10,250
ESTIMATED FUND BALANCE		254,779	196,993	254,029	266,279	267,529
TOTAL USE OF FUNDS		254,779	196,993	265,029	266,279	277,779

**104 ECONOMIC DEVELOPMENT FUN
2015-2016 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
104-4001	SALES TAX	283,610	286,727	303,394	315,600	321,912
104-4102	STATE GRANT REVENUE				-	
104-4701	INTEREST INCOME			-	-	-
104-4702	INTEREST INCOME-SALES TAX	255	229	300	275	275
104-4916	TRANSFER FROM CAP IMPROV					
	TOTAL REVENUE	283,865	286,956	303,694	315,875	322,187
BEGINNING FUND BALANCE		151,441	154,705	196,994	196,994	216,869
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		435,306	441,661	512,754	512,869	539,056
EXPENSES						
104-5-1310-5330	COMMUNITY SERVICE CONTS			-	-	-
104-5-1310-5339	OTHER CONTRACTUAL SERVICES	54,165	50,000	50,000	50,000	50,000
104-5-1310-5368	INDUSTRIAL DEVL CONTRACT	212,333	179,667	231,000	231,000	231,000
104-5-1310-5369	INDUSTRIAL DEV GRANTS			-	-	-
	TOTAL EXPENSES	266,498	229,667	281,000	281,000	281,000
TRANSFERS						
104-5-5030-5326	TRANSFER TO SAA	-	-	-	-	-
104-5-5030-5627	TRANSFER TO SCCDA	-	-	-	-	-
104-5-5030-5640	PYMNTS TO UNIT SCCD	-	-	-	-	-
104-5-5030-5641	TRANSFER TO SISTER CITIES	15,000	15,000	15,000	15,000	15,000
	TOTAL ECONOMIC DEVELOP	281,498	244,667	296,000	296,000	296,000
ESTIMATED ENDING FUND BALANCE		154,705	196,994	216,754	216,869	243,056
TOTAL USE OF FUNDS		436,203	441,661	512,754	512,869	539,056

**105 SPAY AND NUTER FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4701	INTEREST INCOME	-	-	150	-	-
	TOTAL INTEREST INCOME	-	-	150	-	-
4814	SPAY/NEUTER REVENUE	7,459	4,645	6,750	5,500	6,000
	TOTAL REVENUES	7,459	4,645	6,750	5,500	6,000
	TOTAL SPAY/NEUTER FUND	7,459	4,645	6,900	5,500	6,000
BEGINNING FUND BALANCE		13,725	15,761	18,651	18,651	20,676
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		21,184	20,406	25,551	24,151	26,676
EXPENSES						
5-0640-5339	OTHER CONTRACTUAL SERVICES			-	-	-
	TOTAL OTHER CONTRACTUAL SERVICES			-	-	-
5-0640-5366	SPAY/NEUTER EXP/REFUNDS	5,423	1,755	5,000	3,475	4,500
	TOTAL SPAY/NEUTER EXP/REFUNDS	5,423	1,755	5,000	3,475	4,500
	TOTAL EXPENDITURES FOR SPAY/NEUTER	5,423	1,755	5,000	3,475	4,500
ESTIMATED FUND BALANCE		15,761	18,651	20,551	20,676	22,176
TOTAL USE OF FUNDS		21,184	20,406	25,551	24,151	26,676

**106 HOTEL/MOTEL SURCHARGE FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

REVENUES						
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4004	HOTEL/MOTEL SURCHARGE	561,558	578,275	385,000	484,442	550,000
	TOTAL HOTEL/MOTEL SURCHARGE	561,558	578,275	385,000	484,442	550,000
4102	STATE GRANT REVENUE	2,000	-	5,000	-	-
	TOTAL STATE GRANT REVENUE	2,000	-	5,000	-	-
	TOTAL HOTEL/MOTEL SURCHARGE FD	563,558	578,275	390,000	484,442	550,000
BEGINNING FUND BALANCE		59,113	16,064	36,251	36,251	41,095
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		622,671	594,339	426,251	520,693	591,095
EXPENSES						
5-5020-5339	OTHER CONTRACTUAL SERVICES	606,607	558,088	372,500	458,393	544,500
5-5020-5625	TRANSFER TO SMA				21,204	21,204
5-5020-5399	CONTINGENCY			-	-	-
	TOTAL OTHER SERVICES & CHARGES	606,607	558,088	372,500	479,597	565,704
ESTIMATED FUND BALANCE		16,064	36,251	53,751	41,095	25,391
TOTAL USE OF FUNDS		622,671	594,339	426,251	520,693	591,095

**107 POLICE SALES TAX FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4001	SALES TAX	354,513	358,406	360,098	367,452	360,098
	TOTAL SALES TAX	354,513	358,406	360,098	367,452	360,098
4701	INTEREST INCOME	4	59	-	0	-
4702	INTEREST INC. - SALES TAX	319	284	300	210	300
	TOTAL INTEREST INCOME	323	343	300	210	300
	TOTAL SALES & INTEREST INCOME	354,836	358,749	360,398	367,662	360,398
BEGINNING FUND BALANCE		44,388	45,862	45,862	47,661	47,871
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		399,224	404,611	406,260	415,323	408,269
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	353,362	356,832	361,253	367,452	360,098
	TOTAL TRANSFER TO OTHER FUNDS	353,362	356,832	361,253	367,452	360,098
	TOTAL CONTINGENCY & TRANSFERS	353,362	356,832	361,253	367,452	360,098
ESTIMATED ENDING FUND BALANCE		45,862	47,661	45,007	47,871	48,171
TOTAL USE OF FUNDS		399,224	404,493	406,260	415,323	408,269

**108 FIRE SALES TAX FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4001	SALES TAX	354,513	358,406	360,098	367,452	360,098
	TOTAL SALES TAX	354,513	358,406	360,098	367,452	360,098
4701	INTEREST INCOME	4	59	-	0	-
4702	INTEREST INC. - SALES TAX	319	284	300	210	300
	TOTAL INTEREST INCOME	323	343	300	210	300
	TOTAL SALES & INTEREST INCOME	354,836	358,749	360,398	367,662	360,398
BEGINNING FUND BALANCE		43,549	45,862	45,862	47,661	47,871
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		398,385	404,611	406,260	415,323	408,269
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	353,362	356,832	361,253	367,452	360,098
	TOTAL TRANSFER TO OTHER FUNDS	353,362	356,832	361,253	367,452	360,098
	TOTAL CONTINGENCY & TRANSFERS	353,362	356,832	361,253	367,452	360,098
ESTIMATED ENDING FUND BALANCE		45,862	47,661	45,007	47,871	48,171
TOTAL USE OF FUNDS		399,224	404,493	406,260	415,323	408,269

**112 TAX INCREMENT FINANCE FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4008	AD VALOREM TAXES	104,635	54,052	90,000	49,722	50,000
	TOTAL TAXES	104,635	54,052	90,000	49,722	50,000
4701	INTEREST INCOME	-	-	500	-	-
	TOTAL INTEREST INCOME	-	-	500	-	-
	TOTAL REVENUES	104,635	54,052	90,500	49,722	50,000
BEGINNING FUND BALANCE		360,270	464,905	518,957	518,957	568,679
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		464,905	518,957	609,457	568,679	618,679
	EXPENSES			-	-	500
ESTIMATED ENDING FUND BALANCE		464,905	518,957	609,457	568,679	618,179
TOTAL USE OF FUNDS		464,905	518,957	609,457	568,679	618,679

**113 DRUG FORFEITURE FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4107	DRUG FORFEITURE	-	10,036	-	9,080	-
	TOTAL TAXES	-	10,036	-	9,080	-
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	-	10,036	-	9,080	-
BEGINNING FUND BALANCE		977	977	7,899	7,899	8,308
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		977	11,013	7,899	16,979	8,308
	EXPENSES		3,114	-	8,671	-
ESTIMATED FUND BALANCE 06/30/14		977	7,899	7,899	8,308	8,308
TOTAL USE OF FUNDS		465	11,013	7,899	16,979	8,308

DEBT SERVICE FUND

**201 DEBT SERVICE FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4008	AD VALOREM TAXES- CURRENT	-	-	-	-	-
4009	AD VALOREM TAXES- PRIOR					
4010	PAYMENT IN LIEU OF TAXES THIRD PENNY DEBT	24,116	23,687	-	26,830	26,830
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	24,116	23,687	-	26,830	26,830
BEGINNING FUND BALANCE		113,461	137,577	161,264	161,264	103,094
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		137,577	161,264	161,264	188,094	129,924
	EXPENSES	-	-	-	85,000	-
ESTIMATED FUND BALANCE		137,577	161,264	161,264	103,094	129,924
TOTAL USE OF FUNDS		137,577	161,264	161,264	188,094	129,924

**CAPITAL
IMPROVEMENT
FUNDS**

**301 CAPTIAL IMPROVEMENT
2015-2016 BUDGET REVENUES**

ACCOUNT NUMBER	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4001 SALES TAX	2,197,979	2,222,125	2,191,452	2,307,772	2,404,928
TOTAL TAXES	2,197,979	2,222,125	2,191,452	2,307,772	2,404,928
4101 FEDERAL GRANT REVENUE	-	58,490	-		-
4102 STATE GRANT REVENUE	-	-	-		-
OTHER FUNDING SOURCES	17,375	1,652,993	-	217,042	120,000
TOTAL REVENUES	17,375	1,652,993	-		120,000
4701 INTEREST INCOME	4,493		12,500	5,000	-
4702 INTEREST INC-SALES TAX	-				-
4703 TRANSFERS IN	1,397,907	150,000	150,000	1,740,000	150,000
TOTAL INTEREST/TRANSFERS	1,402,399	150,000	162,500	1,745,000	150,000
TOTAL REVENUES	3,617,753	4,025,118	2,353,952	4,052,772	2,674,928
BEGINNING FUND BALANCE	397,290	1,502,771	1,579,629	1,441,980	1,258,653
TOTAL SOURCE OF FUNDS	4,015,043	5,527,889	3,933,581	5,494,752	3,933,581

**301 CAPITAL IMPROVEMENT
2015-2016 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
CITY MANAGER	-	2,395	-	2,400	-
FINANCE	7,807	41,158	-	38,178	-
INFORMATION SYSTEMS	187,474	176,217	170,800	150,000	170,800
MUNICIPAL COURT	-	33,582		34,000	
CITY CLERK	6,410	-		-	
HUMAN RESOURCES	-	-		-	
CODE ENFORCEMENT	64,174	20,437	150,000	20,437	150,000
PLANNING	-	-	-	-	-
POLICE ADMINISTRATION	8,824	249,772	-	571,735	-
POLICE PATROL	470,736	94,645	298,542	114,036	298,542
CRIMINAL INVESTIGATION	-	4,735	5,600	5,000	5,600
ANIMAL CONTROL	6,126	-	10,000	-	10,000
POLICE DISPATCH	2,800	3,524	11,600	-	11,600
FIRE PREVENTION	89,884	10,625	15,600	17,000	15,600
FIRE SUPPRESSION	143,933	154,705	356,500	440,130	356,500
FIRE TRAINING	8,998	3,723	-	5,500	-
EMERGENCY MANAGEMENT	145,253	146,005	146,175	150,000	146,175
ENGINEERING	-	-	-	-	-
STREETS	162,778	258,669	195,000	260,000	195,000
TRAFFIC	-	50,460	27,500	5,500	27,500
PARKS	791,300	443,090	131,700	343,496	131,700
CEMETERY	20,510	10,018	9,300	1,018	9,300
LIBRARY	-	-	-	-	-
MUNICIPAL AUDITORIUM	182	112,670	495,000	101,402	495,000
COMMUNITY CENTER	-	5,040	10,500	5,040	10,500
SENIOR CTIZENS	4,735	13,293	-	12,774	-
EXPO OPERATIONS	150,505	196,133	100,000	197,240	100,000
EQUIPMENT SERVICES	6,600	3,057	5,500	3,000	5,500
BUILDING MAINTENANCE	10,836	40,233	20,000	45,000	20,000
DEBT SERVICES -	204,061	1,093,834	1,625,704	1,482,246	1,625,704
DEBT SERVICE -PROPOSED DEBT			-		-
TRANSFERS	1,126,306	450,952	-	-	-
	3,620,233	3,618,972	3,785,021	4,005,131	3,785,021
FUND BALANCE	394,810	1,908,917	148,561	1,489,621	148,561
TOTAL USES OF FUNDS	4,015,043	5,527,889	3,933,581	5,494,752	3,933,581

CAPITAL	ROLLOVER	NEW MONEY
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INFORMATION TECHNOLOGY

Greater than 7500

301-5-0230-5450	ACCESS CONTROL UPGRADES	\$ -	\$ 15,000.00
301-5-0230-5450	ANNUAL SERVER REPLACEMENT	\$ 42,000.00	\$ -
301-5-0230-5450	CADD SERVER	\$ 25,000.00	\$ -
301-5-0230-5450	CH43 VIDEO SERVER REPLACEMENT	\$ 10,000.00	\$ -
301-5-0230-5450	DVR REPLACEMENTS	\$ -	\$ 20,000.00
		\$ 77,000.00	\$ 35,000.00

LESS THAN 7500

301-5-0230-5450	ANNUAL DESKTOP REPLACEMENTS	\$ -	\$ 66,800.00
301-5-0230-5450	IPAD REPLACEMENT/DEPLOYMENT	\$ -	\$ 6,500.00
301-5-0230-5450	POLICE MOBILE LAPTOPS	\$ -	\$ 36,000.00
		\$ -	\$ 109,300.00
	TOTAL INFORMATION TECHNOLOGY	\$ 77,000.00	\$ 144,300.00

301-5-0510-5420	WAYFINDING	\$ 150,000.00	
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Fire Administration

301-5-0710-5420	ENGINEERING STATION 2 AND 3 ROOFS	\$ -	\$ 25,000.00
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FIRE SUPPRESSION

301-5-0720-5450	ENGINE	\$ 277,000.00	\$ 310,744.00
301-5-0720-5450	REPLACE SCBA MASKS	\$ 60,000.00	
301-5-0720-5450	REPLACE TURNOUT GEAR	\$ -	\$ 32,500.00
301-5-0720-5450	REPLACE FIRE HOSE	\$ -	\$ 5,000.00

	CAPITAL	ROLLOVER	NEW MONEY
301-5-0720-5450	REPLACE FIREFIGHTING MISC EQUIPMENT	\$ -	\$ 5,000.00
301-5-0720-5450	REPLACE UTILITY CHAIRS STATION 1	\$ -	\$ 3,000.00
	TOTAL SUPPRESSION	\$ 337,000.00	\$ 356,244.00
	PREVENTION		
301-5-0730-5420	REPLACE FLOOR STATION 3	\$ -	\$ 30,000.00
301-5-0730-5450	TRAINING PROPS	\$ -	\$ 4,500.00
301-5-0730-5450	REPLACE GENERATOR TRASFER SWITCH	\$ -	\$ 7,000.00
301-5-0730-5450	REPLACE TRAINING ROOM CHAIRS	\$ -	\$ 6,500.00
301-5-0730-5450	REPLACE UTILITY CHAIRS STATION 3	\$ -	\$ 3,000.00
301-5-0730-5450	REPLACE WORKOUT EQUIPMENT	\$ -	\$ 4,500.00
301-5-0730-5450	SHIPPING CONTAINERS FOR TRAINING	\$ -	\$ 7,500.00
	TOTAL PREVENTION	\$ -	\$ 63,000.00
	TOTAL FIRE	\$ 337,000.00	\$ 419,244.00
	POLICE		
301-5-0710-5420	UPDATE OLD JAIL LIGHTNING	\$ -	\$ 3,000.00
			\$ 3,000.00
301-5-0710-5450	UNITS-4	\$ -	\$ 115,200.00
301-5-0710-5450	OUTFIT UNITS-4	\$ -	\$ 103,044.00
			\$ 218,244.00
301-5-0720-5420	REMODEL OLD DISPATCH AREA	\$ -	\$ 10,000.00
301-5-0720-5450	M-R RIFLES	\$ -	\$ 3,400.00
301-5-0720-5450	BRAZO E TICKET MACHINES	\$ -	\$ 14,725.00
301-5-0720-5450	SWAT TEAM EQUIPMENT	\$ -	\$ 10,000.00
301-5-0720-5450	BIKE PATROL EQUIPMENT	\$ -	\$ 7,000.00
301-5-0720-5450	BALLISTIC VEST	\$ -	\$ 14,000.00
301-5-0720-5450	HEAVY VEST	\$ -	\$ 8,000.00
301-5-0720-5450	TASER	\$ -	\$ 6,000.00

	CAPITAL	ROLLOVER	NEW MONEY
301-5-0720-5450	HAND HELD	\$ -	\$ 16,000.00
301-5-0720-5450	SHOT GUNS	\$ -	\$ 1,400.00
301-5-0720-5450	EXPLOSIVE BOX	\$ -	\$ 4,000.00
		\$ -	\$ 94,525.00
	TOTAL PATROL	\$ -	\$ 315,769.00
CRIMINAL INVESTIGATION			
301-5-0730-5450	CRIME SCENE BARRIER	\$ -	\$ 5,000.00
	TOTAL CID	\$ -	\$ 5,000.00
ANIMAL CONTROL			
301-5-0730-5450	BRAZO TICKET MACHINES	\$ -	\$ 14,725.00
301-5-0730-5450	TASERS	\$ -	\$ 4,000.00
		\$ -	\$ 18,725.00
	TOTAL POLICE	\$ -	\$ 339,494.00
EMERGENCY MANAGEMENT			
301-5-0740-5450	ID CARD AND RESOURCE TRACKING SYSTEM	\$ -	\$ 11,000.00
301-5-0740-5450	MOTOROLA APX 800 MHZ CONSOLETTTE	\$ -	\$ 19,500.00
301-5-0740-5450	MOTOROLA APX 8000 TRI BAND RADIOS	\$ -	\$ 26,000.00
		\$ -	\$ 56,500.00
301-5-0740-5450	ADDITIONAL TELEPHONE DESK SETS	\$ -	\$ 5,000.00
301-5-0740-5450	MOTOROLA LEX SMART PHONE DEVICE	\$ -	\$ 1,500.00
301-5-0740-5450	4 TV FOR EOC OPERATIONS ROOM	\$ -	\$ 1,500.00
301-5-0740-5450	REPLACEMENT CARPET FOR EOC AND OFFICES	\$ -	\$ 5,000.00
		\$ -	\$ 13,000.00

CAPITAL		ROLLOVER	NEW MONEY
TOTAL EMERGENCY MANAGEMENT		\$ -	\$ 69,500.00
STREETS			
301-5-0810--5450	1 TON FLATBED TRUCKS 2	\$ -	\$ 35,000.00 1
301-5-0810--5450	SALT AND SAND SPREADER	\$ -	\$ 36,000.00 3
301-5-0810--5450	TANDEM DUMP TRUCKS	\$ -	\$ 125,000.00 1
		\$ -	\$ 196,000.00
301-5-0810--5450	110 GAL FUEL TANK	\$ -	\$ 3,200.00
301-5-0810--5450	CHOP SAW METAL CUTTER	\$ -	\$ 1,800.00
301-5-0810--5450	PRESSURE WASHER	\$ -	\$ 4,700.00
		\$ -	\$ 9,700.00
TOTAL STREETS		\$ -	\$ 205,700.00
TRAFFIC			
301-5-0930-5450	8000 CONFLICT MONITOR TESTER	\$ -	\$ 11,500.00
301-5-0930-5450	BATTERY BACKUP FOR TRAFIC SIGNALS	\$ -	\$ 17,000.00
301-5-0930-5450	POST DRIVER FOR BOBCAT TRACTOR	\$ -	\$ 7,900.00
TOTAL TRAFFIC		\$ -	\$ 36,400.00
PARKS			
301-5-0940-5450	BEAUTIFICATION	\$ 25,000.00	\$ -
301-5-0940-5420	INTERIOR REPAIR SANTA FE DEPOT	\$ -	\$ 10,000.00
301-5-0940-5450	TENNIS COURT MAINT	\$ -	\$ 25,000.00
		\$ 25,000.00	\$ 35,000.00
301-5-0940-5450	HALF TON PICKUP	\$ -	\$ 22,000.00
301-5-0940-5450	MOWER REPLACEMENT	\$ -	\$ 15,000.00
301-5-0940-5450	PLAYGROUND EQUIPMENT	\$ -	\$ 25,000.00

	CAPITAL	ROLLOVER	NEW MONEY
301-5-0940-5450	PLAYGROUND UPGRADES	\$ -	\$ 30,000.00
		\$ -	\$ 92,000.00
	TOTAL PARKS	\$ 25,000.00	\$ 127,000.00
	CEMETERY		
301-5-0950-5450	MOWER REPLACEMENT	\$ -	\$ 12,000.00
301-5-0950-5450	3 POINT SPRAY	\$ -	\$ 1,000.00
301-5-0950-5450	4 FOOT BOX BLADE	\$ -	\$ 600.00
301-5-0950-5450	PORTA PUMP	\$ -	\$ 1,200.00
301-5-0950-5450	WEED EATERS	\$ -	\$ 1,000.00
	TOTAL CEMETERY	\$ -	\$ 15,800.00
	MUNICIPAL AUDITORIUM		
301-5-1120-5420	HEAT AND AIR	\$ 425,000.00	\$ 175,000.00
301-5-1120-5420	INTERIOR PAINT	\$ -	\$ 5,000.00
301-5-1120-5420	COOED HEAT AND AIR	\$ -	\$ 10,000.00
	TOTAL AUDITORIUM	\$ 425,000.00	\$ 190,000.00
	COMMUNITY CENTER		
301-5-1120-5420	CONDENSING UNIT PAD	\$ -	\$ 10,000.00
301-5-1120-5420	INTERIOR PAINT	\$ -	\$ 5,000.00
		\$ -	\$ 15,000.00
301-5-1140-5420	EXPO		\$ 50,000.00
	TOTAL COMMUNITY CENTER	\$ -	\$ 15,000.00
		\$ 1,014,000.00	\$ 1,612,438.00

**302 CAPTIAL IMPROVEMENT
2015-2016 BUDGET REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-2013	ACTUAL	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4001	SALES TAX	2,481,589	2,508,849	2,537,608	2,675,000	2,613,736
	TOTAL TAX	2,481,589	2,508,849	2,537,608	2,675,000	2,613,736
4701	INTEREST INCOME	24,064	28,576	20,000	60,000	20,000
	INTEREST INCOME-SALES TAX		2,002	-	13,000	-
	TRANSFERS	2,145,384	600,000	4,380,000	165,600	600,000
	TOTAL INTEREST	2,169,448	628,576	4,400,000	238,600	620,000
	TOTAL REVENUES	4,651,037	3,137,425	6,937,608	2,913,600	3,233,736
BEGINNING FUND BALANCE		6,011,972	3,500,350	1,789,621	4,835,021	7,609,752
TOTAL SOURCE OF FUNDS		10,663,009	6,637,775	8,727,229	7,748,621	10,843,488

**302 STREETS IMPROVEMENT FUNDS
2015-2016 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
PLANNING			-		-
ENGINEERING	1,144,544	608,660	520,000	675,000	472,838
STREET PROJECT- OVERLAY PROJECTS	2,609,269	559,675	3,580,000	295,000	4,255,177
STREET REHAB PROJECTS	1,329,451	368,853	750,000	375,000	1,697,801
OTHER PROJECTS	565,626	16,098	1,900,000	178,500	1,900,000
STREETS	-	-	249,000	550,000	249,000
TRAFFIC CONTROL	79,098	5,368	-	5,500	150,000
TRANSERS	100,000	100,000	100,000	100,000	100,000
PROPOSED NEW DEBT				-	
TOTAL	5,827,988	1,802,754	7,099,000	2,179,000	8,824,816
FUND BALANCE	4,835,021	4,835,021	1,628,229	5,569,621	2,018,672
TOTAL USES OF FUNDS	10,663,009	6,637,775	8,727,229	7,748,621	10,843,488

	ROLLOVER	NEW MONEY
ADA CITY WIDE SIDEWALK/RAMP		\$ 250,000.00
ADA HANDICAP RAMPS	\$ 222,838.00	
AVEDIS SIDEWALK PROJECT	\$ 894,742.00	
TRAFFIC SIGNALS		\$ 75,000.00
TRAFFIC STRIPPING		\$ 150,000.00
KICKAPOO SPUR TO FARRALL	\$ 1,600,000.00	
KICKAPOO SPUR TO FARRALL		\$ 1,000,000.00
MAINSTREE STREETScape	\$ 1,796,981.00	
PECAN GROVE ROAD	\$ 437,454.00	
REHAB ASPHALT	\$ 400,000.00	\$ 475,000.00
REHAB CONCRETE		\$ 450,000.00
REPAIR BRIDGE MAINT	\$ 400,000.00	
STREET REPAIRS 14-15	\$ 72,801.00	
STREET REPAIRS 15-16		\$ 350,000.00
TRAFFIC CONTROL SIGNAGE		\$ 250,000.00
	\$ 5,824,816.00	\$ 3,000,000.00

**350 POOL FUND
2015-2016 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4020	PASSES	-	-	20,625	18,500	41,250
4025	DAILY PASSES			36,338	15,000	72,676
4030	ROOM RENTAL			3,000	1,000	6,000
4035	CONCESSION	-	-	8,500	4,000	17,000
	TOTAL OTHER REVENUES	-	-	68,463	38,500	136,926
	TOTAL POOL	-	-	68,463	38,500	136,926
	BEGINNING FUND BALANCE	-	-	-	-	-
	TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE	-	-	68,463	38,500	136,926
	EXPENSES POOL	-	-	68,463	38,500	136,926
	FUND BALANCE	-	-	-	-	-
	TOTAL USE OF FUNDS	-	-	68,463	38,500	136,926

**INTERNAL
SERVICE
FUNDS**

**601 WORK COMP SELF-INSURANCE FUND
2015-2016 REVENUES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4701	INTEREST INCOME	214	-	-	-	-
	TOTAL INTEREST				-	-
4820	CHARGES FOR SERVICES	671,249	727,622	650,000	650,000	650,000
4822	OTHER MISC REVENUE	-	-	10,500	45,000	10,500
4825	REFUND & REIMBURSEMENTS	16,291	2,500	-	-	-
	TOTAL OTHER REVENUES	687,753	730,122	660,500	695,000	660,500
	TOTAL REVENUES	687,753	730,122	660,500	695,000	660,500
BEGINNING FUND BALANCE		487,110	466,516	466,516	466,516	544,016
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		1,174,863	1,196,638	1,127,016	1,161,516	1,204,516
EXPENSES	WORK COMP	708,347	785,826	650,000	617,500	660,500
ESTIMATED ENDING FUND BALANCE		466,516	410,812	477,016	544,016	544,016
TOTAL USE OF FUNDS		1,174,863	1,196,638	1,127,016	1,161,516	1,204,516

**TRUST AND
AGENCY
FUNDS**

**701 LIBRARY FUND
2015-2016 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4701	INTEREST INCOME			-	-	-
	TOTAL INTEREST INCOME			-	-	-
4901	TRANSFER FROM GENERAL FUND	74,000	74,000	74,000	103,377	74,000
	TOTAL REVENUES	74,000	74,000	74,000	103,377	74,000
BEGINNING FUND BALANCE		4,444	279	(14,145)	(23,945)	0
TOTAL SOURCE OF FUNDS INCLUDING FUND BAL		78,444	74,279	59,855	79,432	74,000
EXPENSES	LIBRARY	78,165	88,424	83,800	79,432	74,000
FUND BALANCE		279	(14,145)	(23,945)	0	0
TOTAL USE OF FUNDS		78,444	74,279	59,855	79,432	74,000

**704 SENIOR CITIZENS FUND
2015-2016 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
	TOTAL CEMETERY PERPETUAL FUND	-	-	-	-	-
	BEGINNING FUND BALANCE	21,219	21,219	21,219	21,219	21,219
	TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>
EXPENSES	SENIOR CITIZENS	-	-	-	-	-
	FUND BALANCE	21,219	21,219	20,619	21,219	21,219
	TOTAL USE OF FUNDS	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>

**706 GIFTS AND CONTRIBUTIONS
2015-2016 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4403	DONATIONS-JR LIVESTOCK SHOW	-		-	-	-
4411	BRICK SALES-CEL LIF PARK	-		-	374	-
4420	DONATIONS-POLICE DEPT	-		-		-
4423	DONATIONS-FIRE DEPT	-	5,000	-	-	-
4424	DONATIONS-JULY 4 ENTERTAIN	-		-		-
4432	DONATIONS-SAFE COMMUNITIES	-		-	-	-
4445	DONATIONS-HORSES IN THE CITY	-		-		-
4446	DONATIONS-YOUTH AVIATIONS	-	1,998	-	1,072	-
4448	DONATIONS-ANIMAL SHELTER	-			50	
4449	DONATIONS-SKATE PARK	-				
	TOTAL GIFTS AND DONATIONS	-	6,998	-	1,496	-
4701	INTEREST INCOME					
4722	INVEST INCOME-JR LIVESTOCK		-	-	-	-
	TOTAL INTEREST		-	-	-	-
	TOTAL REVENUES	-	6,998	-	1,496	-
BEGINNING FUND BALANCE		87,198	87,198	91,651	91,651	93,147
TOTAL SOURCE OF FUNDS INCLUDING FUND B/		87,198	94,196	91,651	93,147	93,147
EXPENSES						
	GIFTS AND CONTRIBUTIONS	-	2,545	-	-	-
FUND BALANCE		87,198	91,651	91,651	93,147	93,147
TOTAL USE OF FUNDS		87,198	94,196	91,651	93,147	93,147

**709 SISTER CITIES FUND
2015-2016 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
	4404 DONATIONS-SISTERS CITIES			-	-	-
	4405 COLLECTIONS-JAPAN TRIP	1,633	16,000	16,000	16,633	16,000
	4407 SISTER CITIES DINNER	-	-	-	-	-
	4429 DELEGATION ACTIVITIES	-	-	-	-	-
	TOTAL GIFTS AND DONATIONS	0	0	16,000	16,633	16,000
	4701 INTEREST INCOME	0	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
	4701 TRANSFER IN	15,000	15,000	15,000	15,000	15,000
	TOTAL REVENUE	15,000	31,000	31,000	31,633	31,000
	BEGINNING FUND BALANCE	12,024	(1,250)	(1,250)	(1,250)	(1,250)
	TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE	27,024	29,750	29,750	30,383	29,750
EXPENSES	SISTER CITIES	28,274	31,000	31,000	31,633	31,000
	FUND BALANCE	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
	TOTAL USE OF FUNDS	27,024	29,750	29,750	30,383	29,750

Regular Board of Commissioners

10.

Meeting Date: 06/01/2015

General Budget Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2015 through June 30, 2016 finding all things requisite and necessary have been done in preparation and presentation of budget.

Attachments

General Budget Reso

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

WHEREAS, the Charter of the City of Shawnee, Oklahoma, and statutes of the State of Oklahoma, require that an annual budget be prepared and presented to the City Commission of the City of Shawnee, Oklahoma, prior to the beginning of the fiscal year of said City, and that a public hearing be held thereon prior to the adoption of said budget; and

WHEREAS, the budget for the fiscal year July 1, 2015 through June 30, 2016, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required by Charter and/or statute, and all comments and objections have been considered; and

WHEREAS, the following is a summary of the anticipated sources of revenue, and of the amounts appropriated; to wit:

001 GENERAL FUND	\$ 29,097,561
001 STREET & ALLEY FUND	\$ 365,000
102 E-911 FUND	\$ 480,635
103 REVOLVING OIL & GAS	\$ 279,029
104 ECONOMIC DEVELOP	\$ 565,243
105 SPAY/NEUTER FUND	\$ 28,176
106 HOTEL/MOTEL SURCHARGE	\$ 575,391
107 POLICE SALES TAX FUND	\$ 408,565
108 FIRE SALES TAX FUND	\$ 408,565
112 TAX INCREMENT FINANCE FUND	\$ 668,179
113 DRUG FORFEITURE FUND	\$ 8,308
201 DEBT SERVICE FUND	\$ 156,754
301 CAPITAL IMPROVEMENT FUND	\$ 4,392,753
302 STREET IMPROVEMENT FUND	\$ 10,843,488
601 WORK COMP SELF-INSUR FUND	\$ 1,204,516
701 LIBRARY FUND	\$ 74,000
702 CEMETERY PERPETUAL FUND	\$ 185,366
704 SENIOR CITIZENS FUND	\$ 21,219
706 GIFTS & CONTRIBUTIONS	\$ 93,147
709 SISTER CITIES FUND	\$ 29,750

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

THAT the budget for the City of Shawnee, Oklahoma, now before the said City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, be, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2015 through June 30, 2016.

BE IT FURTHER RESOLVED, that the said City Commission finds, determines and declares that all things requisite and necessary to the presentation and adoption of said budget have been performed as required by Charter and/or statute.

BE IT FURTHER RESOLVED that the present General Fund budget contains a Fund Balance and the SMA Fund contains a Fund Balance to begin the process of the City's General Budget ultimately reaching a Fund Balance of 30%.

Passed and approved this 1ST day of June, AD., 2015

City of Shawnee, Oklahoma
A Municipal Corporation

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

11.

Meeting Date: 06/01/2015

Muni Judge Ordinance

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance amending Section 12-51 of the Shawnee Municipal Code relating to qualifications of Judge.

Attachments

Muni Judge Memo

Muni Judge Ordinance

MEMORANDUM

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Ordinance – Municipal Judge Qualifications
Date: June 1, 2015

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

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

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

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

Ordinance No. _____

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

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

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

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

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

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

SECTION 5: Judges.

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of June, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Emergency separately approved this ____ day of _____, 2015:

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

MARY ANN KARNES
CITY ATTORNEY

Regular Board of Commissioners

12. a.

Meeting Date: 06/01/2015

HVAC Bid Award

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Municipal Auditorium HVAC Design (Award)

Attachments

[HVAC RFP Memo](#)

[HVAC RFP Fee Proposal](#)

[HVAC RFP Notice](#)

[HVAC RFP Plan Holders](#)

Mayor
WES MAINORD



The City of Shawnee
Office of the Director of Operations

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

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

Date: May 12, 2015
To: Mayor and City Commissioners
From: James Bryce, Director of Operations

RE: Auditorium HVAC Design Award

Nature of the Request:

Request to award contract on the Auditorium HVAC Design

Staff Analysis, Considerations:

Staff has reviewed the submittal from Fosdick & Hilmer and calling on references. Staff has also met with the firm on location prior to bidding giving them the understanding of what the City is asking for. The University of Oklahoma & Oklahoma State University are both repeat customers of the firm along with the State of Oklahoma. Staff feels that the firm has the knowledge and understanding to handle the project.

Recommendation:

It is staff's recommendation to award the contract to Fosdick & Hilmer, consulting Engineers, in the amounts of:

Design Phase \$24,000.00
Construction Adm. \$ 8,000.00

Architectural Design support not to exceed \$ 5,000.00
Structural engineering support not to exceed \$10,000.00 (if needed)

Budget Consideration:

Project is funded out of the Capital Outlay budget.
Account # 301-5-1120-5420 509 1120-001 Auditorium HVAC
Currently funded at \$425,000.00
Additional funding in 15/16 Fiscal Year of \$175,000.00
Total project funding \$600,000.00

FOSDICK & HILMER, INC.

CONSULTING ENGINEERS
710 ASP AVENUE, SUITE 700
NORMAN, OK 73069
405-217-4551
FAX 405-573-1999

PRINCIPALS:
J.W. PRETZ, P.E.
J.R. GRUBBS, P.E.
R.W. SAUNDERS, LEED AP

May 28, 2015

City of Shawnee
9TH & Broadway
Shawnee, OK 74802

Attention: Mr. James Bryce

**Re: Mechanical & Electrical Engineering Fee Proposal
Shawnee Auditorium HVAC Design**

Mr. Bryce:

We appreciate the opportunity to provide you our proposal for the mechanical & electrical engineering design for the Shawnee Auditorium HVAC Design project. Our understanding is that this project is a renovation of a historical building with an estimated construction budget of \$600K and the design is expected to be complete by mid-to-late 2015. The facility includes the Municipal Auditorium Building in Shawnee, OK.

After reviewing the project scope in the Request For Qualifications and visiting the site on 3/11/15, we are proposing the following design scope of work:

- Design Phase Scope:
 - Meet with the client to discuss and document the design objectives for the project as well as the projected schedule for design and construction.
 - Visit the site to survey and assess the HVAC system and supporting building systems (i.e. electrical, plumbing, and architectural).
 - Prepare stamped and signed Mechanical and Electrical engineering construction documents for the renovation project. These plans and specifications can be used for permitting, pricing, or construction purposes.
 - Prepare an engineer's estimate of probable cost of the project prior to issuance of the 100% construction documents.
 - Documents will generally be delivered electronically in PDF format.
 - Design Phase Assumptions/Clarifications:
 - All design work is expected to be completed in one continuous design phase with design deliverables submitted at 50% (Design Development) and 100% (Construction Documents).
 - LEED certifications / energy modeling not included.
 - Site work beyond 5 feet outside the building is by others (no site work is expected on this project).
 - Systems commissioning is not included.

Estimated time required is **6-8 weeks** for Design Phase Scope.

- Construction Administration Scope:
 - Review contractor submittals related to the Mechanical & Electrical work.
 - Responses to contractor RFI's during bidding and construction.
 - Attendance at regular construction administration meetings (in person or by conf. call).

- o Visit the site as appropriate during construction (1 site visit estimated with one mechanical and one electrical engineer) and at completion for a final walk-thru to develop the owner's final Mechanical and Electrical punch list. An engineering field report will be provided for each site visit.

Estimated time required is **4-6 months** for Construction Administration Scope.

The fees for Mechanical and Electrical professional engineering services described above will be lump sum amounts of **\$24,000 for Design Phase plus \$8000 for Construction Administration (CA)**. *The design phase fees will be invoiced as \$12,000 at the completion of the 50% Design Development documents and the remaining \$12,000 at the completion of the 100% Construction Documents. CA fees will be billed at substantial completion of the project.*

Additional fees are expected for Architectural design support in an amount not to exceed **\$5000** for consultation in regards to historical preservation. These services will be provided on an as-needed basis by Barrett L. Williamson Architects (BLW) in Norman, OK. Mr. Williamson has extensive knowledge and experience with renovations of historical buildings and is currently serving as president of Preservation Oklahoma, Inc. Work hours will be billed according to the attached *F&H 2015 Hourly Billing Rates*.

Additional fees may be required for Structural engineering consultation & design if the mechanical & electrical design team determines the need for this support in agreement with the City. Structural engineering fees would be in an amount not to exceed **\$10,000** and would be only on an as-needed basis. Work hours will be billed according to the attached *F&H 2015 Hourly Billing Rates*.

No additional reimbursable expenses are expected on this project. If engineering services beyond the initial scope of work are required, these services will be handled on a time and material basis.

We appreciate this opportunity and look forward to working with you. If you need further information regarding any of the above items, please don't hesitate to call.

Very truly yours,
FOSDICK & HILMER, INC.



Owen Gwin, PE
(405) 217-4551

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
Justin Erickson, City Manager

ATTESTED:

Phyllis Loftis, CMC, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2015.

MARY ANN KARNS, CITY ATTORNEY

FOSDICK & HILMER

2015 HOURLY BILLING RATES

<u>JOB TITLE</u>	<u>HOURLY RATE</u>
PRINCIPAL ENGINEER	\$ 202
ENGINEERING MANAGER	\$ 173
ENGINEER V	\$ 157
ENGINEER IV	\$ 145
ENGINEER III	\$ 135
ENGINEER II	\$ 124
ENGINEER I	\$ 113
DESIGNER V	\$ 123
DESIGNER IV	\$ 116
DESIGNER III	\$ 100
DESIGNER II / DRAFTER	\$ 83
DESIGNER I / DRAFTER	\$ 73
CO-OP / INTERN	\$ 45
CONSTRUCTION SERVICE ENGINEER	\$ 135
IT MANAGER	\$ 174
INFORMATION TECH V	\$ 158
INFORMATION TECH IV	\$ 145
INFORMATION TECH III	\$ 116
INFORMATION TECH II	\$ 100
ADMINISTRATIVE / CLERICAL	\$ 53

NOTES:

THESE RATES WILL BE IN EFFECT DURING CALENDAR YEAR 2015. ADJUSTMENTS WILL BE MADE FOR WORK THAT CONTINUES INTO SUBSEQUENT YEARS.

OUT -OF-POCKET EXPENSES WILL BE CHARGED IN ADDITION TO HOURLY RATES.

Request for Qualifications

The City of Shawnee is soliciting services from Qualified Design firms to design an HVAC system for our Municipal Auditorium located at 400 N. Bell Street. Interested qualified design firms shall submit required material to the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, by 4:00 p.m., Monday, March 16, 2015.

Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office, (405) 878-1529, located at 1400 north Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.

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

Auditorium HVAC Design March 16, 2015

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

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, March 16, 2015.

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

CITY OF SHAWNEE, A Municipal Corporation

By: 
Justin Erickson, Interim City Manager

(SEAL)

ATTEST:


Phyllis Loftis, CMC, City Clerk

Auditorium HVAC Design RFQ

Notice to Bidders

Shawnee News Star

City of Shawnee Web

Southwest Construction News

Plan Holders List

Peter Porter

Peter Porter Construction

Owen Gwin

Fosdick & Hilmer

Regular Board of Commissioners

15.

Meeting Date: 06/01/2015

Exec Session CM Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to enter into executive session for the purpose of finalizing a contract with Justin Erickson for performance of duties as City Manager pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee".

Regular Board of Commissioners

16.

Meeting Date: 06/01/2015

Exec Session Return

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action on matters discussed in executive session for the purpose of finalizing a contract with Justin Erickson for performance of duties as City Manager pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee".
