

AGENDA
BOARD OF CITY COMMISSIONERS
May 20, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in SMA Agenda Item No. 3.
 - b. Minutes from the May 6, 2013 regular meeting and the May 6, 2013 special called meeting
 - c. Budget Amendment General Fund
To bring up compensated absences from fund balance to accommodate those who left
 - d. Acknowledge the following reports:
 - License Payment Report for April 2013
 - Project Payment Report for April 2013
 - e. Approve staff's recommendation for Third-Party Administrator to manage the City's self-insured Worker's Compensation Program.
 - f. Mayor's Appointments:

Zoning Board of Adjustment

Joe Freeman , Re-appoint 2nd Full Term Exp June 1, 2016
Toby Blaylock, Re-appoint 2nd Full Term Exp June 1, 2014
Tom Bierd, Re-appoint 1st Full Term Exp June 1, 2014

Airport Advisory Board

Ron Duran, Appointment 1st Full Term Exp Jul 1, 2016
To replace Bob Weaver, termed out

Harmik Dersahakian, Re-appoint 2nd Full Term Exp Jul 1, 2016

Terry Toole , Re-appoint 2nd Full Term Exp Jul 1, 2016

3. Commissioners Comments
4. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
5. Presentation of Shawnee Police Department Accreditation Credentials by Lt. Jim Spearman, Norman Police Department and presentation of award to Lt. Ken King for efforts in this endeavor.
6. Presentation and update on the Shawnee Municipal Pool Project by John Ayers, President Pool Committee and Jeff Bartley of Water's Edge Aquatic Design for commission discussion and comments.
7. Discussion, consideration and possible action on recommendations relating to Municipal Court.
8. Discussion, consideration and possible action on request by Darrell Bryan to release lien No. L-12-783 in the amount of \$175.00 for property located at 528 N. Union.
9. Presentation by Mike Jackson, Operations Manager, Heart of Oklahoma Exposition Center, on capital improvement budget request for the Shawnee Civic and Cultural Development Authority.
10. Discussion, consideration and possible action on Community Service Contract Review Committee Recommendations for contract with Chamber of Commerce regarding Convention and Visitors Bureau.
11. Public hearing and presentation of the budget for FY 2013-2014 for the City of Shawnee.
12. Acknowledge Sales Tax Report received May 2013.
13. Presentation, discussion and consideration of Pension Choice for employees.
14. Discussion, consideration and possible action to enter into joinder agreements with Oklahoma Municipal Retirement Fund to establish a Defined Contribution Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan (CMO DH SI, CMO DH, DC) and joinder agreement with Oklahoma Municipal Retirement Fund to establish a Defined Benefit Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan (DB); and authorizing appropriate officials to execute such documents as may be necessary to complete the agreements. *Deferred from April 15, 2013*
15. Discussion, consideration and possible action on an Ordinance adopting an Employee Retirement System, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the

Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the Internation Revenue Code; providing for repealer and severability; and declaring an emergency. (CMO DH SI)

Deferred from April 15, 2013

16. Discussion, consideration and possible action on a ordinance amending the employee retirement system, defined contribution plan for the position of department head or city manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to definition of compensation; providing for repealer and severability; and declaring an emergency. (CMO DH)
Deferred from April 15, 2013
17. Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined benefit plan for City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of City of Shawnee, Oklahoma; pertaining to definition of employee; pertaining to eligibility; pertaining to service buyback; providing for cessation of benefit accruals; providing for repealer and severability; and declaring an emergency. (DB)
Deferred from April 15, 2013
18. Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined contribution plan for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to the definition of compensation; pertaining to plan design; pertaining to allocation of forfeitures; providing for repealer and severability; and declaring an emergency. (DC)
Deferred from April 15, 2013
19. Consider Bids:
 - a. FY 11-12 Rehab Asphalt Streets Project – Re Bid
Contract No. COS-PW-12-06 (Award)
20. New Business

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

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

RECONVENE CITY COMMISSION
22. Consider an Executive Session to discuss Collective Bargaining with the IUPA, Local No. 3, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).
23. Consider an Executive Session to discuss Collective Bargaining with the IAFF, Local No. 206, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).
24. Consider matters discussed in Executive Session regarding Collective Bargaining with the IUPA, Local No. 3, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).

25. Consider matters discussed in Executive Session regarding Collective Bargaining with the IAFF, Local No. 206, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).
26. Adjournment

Respectfully submitted,

Donna Mayo, Deputy City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 05/20/2013

Open Bids

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in SMA Agenda Item No. 3.

Regular Board of Commissioners

2. b.

Meeting Date: 05/20/2013

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the May 6, 2013 regular meeting and the May 6, 2013 special called meeting

Attachments

Minutes Reg Mtg 5-6

Minutes Spec Call 5-6

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 6, 2013 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 6, 2013 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

Pam Stephens

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

John Winterringer

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

ABSENT: None

INVOCATION

Lord's Prayer led by Mayor Mainord

FLAG SALUTE

Led by Commissioner Winterringer

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Agenda. Motion carried 7-0.

AYE: Harrod, Hall, Winterringer, Smith, Stephens, Agee, Mainord

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 16.
- b. Minutes from the April 15, 2013 regular meeting.
- c. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority minutes from March 21, 2013
 - Planning Commission minutes from April 10, 2013
- d. Approve recommendation by the Insurance Work Group to award 2013-14 health insurance to Blue Cross/Blue Shield, Delta Dental and VSP vision insurance.
- e. Approve recommendation by the Insurance Committee regarding the selection of Insurica as the Insurance Consultant.
- f. Resolution authorizing Wes Mainord, Mayor, to cast ballot for OMAG election of 2 trustees.
- g. Authorize staff to begin bid process for Shawnee Municipal Auditorium Building Project.
- h. Workers' Comp Claim Settlement for Jack Adams
- i. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2013-2014.

Commissioner Smith asked that Agenda Item No. 2(i) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to approve the Consent Agenda Item Nos. a-h, less item i. Motion carried 7-0.

AYE: Harrod, Winterringer, Smith, Stephens, Agee, Mainord, Hall

NAY: None

Regarding Agenda Item No. 2(i), Commissioner Smith asked staff about the audit for the Chamber of Commerce. City Attorney Mary Ann Karns stated we have not received an audit from the Chamber of Commerce and that it was

recently learned that an audit firm had not yet been engaged by the Chamber. City Manager Brian McDougal stated that he would address this issue with the Chamber.

A motion was made by Commissioner Hall, seconded by Commissioner Smith, to approve Community Service Contracts for YMCA, Senior Citizens and Shawnee Economic Development Foundation, under Consent Agenda Item No. 2(i). Motion carried 7-0.

AYE: Hall, Smith, Stephens, Agee, Harrod, Mainord, Winterringer

NAY: None

AGENDA ITEM NO. 3: Commissioners Comments

Vice Mayor Harrod asked staff about E-911. City Manager Brian McDougal reported on staff's recent trip to Muskogee to gather information regarding their 911 center. He stated that staff was impressed with the Muskogee system and also stated that they hope to visit Lawton soon.

Vice Mayor Harrod also stated that business owners on Kickapoo Street are unhappy with the direction signs in the construction area. Staff advised that they are working with Oklahoma Department of Transportation (ODOT) for a solution.

The Mayor advised he had recently visited two elementary schools. He said he was impressed with the education they are receiving regarding nutrition and establishing better eating habits.

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

There was no Citizens Participation.

AGENDA ITEM NO. 5: Mayor's Proclamations:
"Better Hearing Month"
May 2013

Kurt Kalies accepted the Mayor's Proclamation for "Better Hearing Month" presented by Mayor Mainord.

“Community Action Month”
May 2013

Douglas Gordon and Gloria Wallace accepted the Mayor’s Proclamation for “Community Action Month” presented by Mayor Mainord.

AGENDA ITEM NO. 6: Introduction of Shawnee 2013 student/teacher delegation for exchange trip to Nikaho, Japan.

ADULT DELEGATES

Pam Hamman, Chair
Beth Polston, Teacher, Grove School

STUDENT DELEGATES

Shawnee Middle School

Sabrina Bartley
Brennan Roark
Annika Stephens
Malachi Swedberg
Morgan Wallace

Grove School

Brice Koons
William Larson
Macie May

Each of the students introduced themselves to the Board.

AGENDA ITEM NO. 7: Public hearing and consideration of an ordinance rezoning property located at East MacArthur, West of North Bryan from A-1; Agricultural to R-1; Residential Single Family Dwellings.
Case No. P04-13 Applicant: Greg Brown Homes, LLC

Community Development Director Justin Erickson gave the staff report. He stated that the applicant is requesting to rezone 26.35 acres west of the intersection of MacArthur Street and Bryan Street. The applicant plans to construct a single family residential development with 72 building lots.

Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located at East MacArthur, West of North Bryan from A-1; Agricultural to R-1; Single Family Residential.

Mr. James Brannon appeared before the Commission in protest of the rezoning. Mr. Brannon stated that he lives east of the property and was never notified of the pending zoning application. He further stated that he is concerned about his liability and would like to see the DEQ reports and civil drawings associated with this development. After a review of the list of property owners supplied by the bonded abstractor, it was determined that Mr. Brannon, nor anyone else at 2302 N. Bryan, was not given proper notice. City Attorney Mary Ann Karns advised it was a defective notice and that the rezoning procedure would need to be repeated with proper notice and the application would need to be considered again by the Planning Commission before being presented to the City Commission.

The public hearing was closed by Mayor Mainord and no action was taken.

AGENDA ITEM NO. 8: Consideration of approval of a preliminary plat for Wyndemere Addition located at East MacArthur, West of North Bryan.
Case No. S05-13 Applicant: Greg Brown Homes, LLC

No action taken.

AGENDA ITEM NO. 9: Public hearing and consideration of an ordinance rezoning property located at 1102 West MacArthur from C-2; Suburban Office to PUD; Planned Unit Development, Medical Facilities, Hospital
Case No. P05-13 Applicant: Linda Brown, St. Anthony Shawnee Hospital

Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located at 1102 West MacArthur from C-2; Suburban Office to PUD; Planned Unit Development, Medical Facilities, Hospital. 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 Hall, to approve the ordinance rezoning property located at 1102 West MacArthur from C-2; Suburban Office to PUD; Planned Unit Development, Medical Facilities, Hospital.

Ordinance No. 2500NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SW/4 SE/4) OF SECTION ONE (1), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, LESS AND EXCEPT 24 FEET ALONG THE NORTH SIDE AND 40 FEET ALONG THE WEST SIDE OF SAID TRACT FOR STREET PURPOSES. REZONING SAID PROPERTY FROM C-2; SUBURBAN OFFICE TO PUD; PLANNED UNIT DEVELOPMENT, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Harrod, Hall, Winterringer, Smith, Stephens, Agee, Mainord

NAY: None

Ordinance No. 2500NS was adopted by the City Commission.

AGENDA ITEM NO. 10:

Discussion, consideration and possible action on a resolution of support for HB 1875 to correct imbalance in the cost of collection of Sales Tax.

Resolution No. 6446 was introduced.

A RESOLUTION IN SUPPORT OF HB 1875,
WHICH CORRECTS IMBALANCE IN THE COST
OF COLLECTION OF SALES TAX

A motion was made by Commissioner Winterringer, seconded by Commissioner Smith, to approve a resolution of support for HB 1875 to correct the imbalance in the cost of collection of sales tax. Motion carried 7-0.

AYE: Winterringer, Smith, Stephens, Agee, Harrod, Mainord, Hall

NAY: None

Resolution No. 6446 was adopted by the City Commission.

AGENDA ITEM NO. 11: Discussion, consideration and possible action regarding research to determine the feasibility for Downtown Wi-fi.

City Manager Brian McDougal addressed this item and stated that it is staff's recommendation to not proceed with Downtown Wi-fi feasibility study at this time due to financial concerns. Commissioner Hall agreed with the City Manager's recommendation to put this item on hold.

A motion was made by Commissioner Hall, seconded by Commissioner Winterringer, to approve staff's recommendation to not proceed with feasibility study regarding Wi-fi for Downtown at this time. Motion carried 7-0

AYE: Hall, Winterringer, Smith, Stephens, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 12: Discussion, consideration and possible action regarding research to determine the feasibility of Red Cedar eradication.

City Manager Brian McDougal advised it is staff's recommendation not to proceed with the project due to financial concerns. However, if Commissioners direct staff to proceed then he requested that time be given to determine the scope and costs associated with the project. Commissioner Agee stated that they (the Commission) had 4 options: 1) do nothing; 2) continue talking; 3) plan it to death; or 4) take action tonight. She also stated that the county had offered to help with \$2,500 toward clearing Red Cedars on approximately 100 acres from around the lake. Commissioner Agee said it would be hypocritical to ask our citizens to conserve water when we are not doing more to address the Red Cedar problem.

Commissioner Hall stated there is no way to measure the results of the Red Cedar eradication around the watershed, and, therefore did not feel it was hypocritical to ask citizens to conserve water. He further noted that research is being done on alternative uses for Red Cedar and would prefer to wait on the research findings.

Commissioner Winterringer referred to the capital budget cuts recently made and questioned the timing of this project when major budget cuts are being made.

Mayor Mainord stated the he would concur that staff needs additional time to formulate a plan.

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to direct staff to develop a plan for Red Cedar removal around the Shawnee Twin Lakes area within the next 90 days. Motion carried 5-2

AYE: Agee, Harrod, Mainord, Hall, Smith

NAY: Winterringer, Stephens

AGENDA ITEM NO. 13:

Discussion, consideration and possible action regarding expenditure of \$2,500.00 from the 2012 Budget to match with \$2,500.00 of Pottawatomie County funding for the removal of Red Cedar trees on city property around Shawnee Lake.

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to defer this item until the Board received the recommendation plan from staff. Motion carried 5-2

AYE: Agee, Harrod, Mainord, Hall, Smith

NAY: Winterringer, Stephens

AGENDA ITEM NO. 14:

Discussion, consideration and possible action of approval of the CDBG FY 2014 One (1) Year Action Plan for fiscal year beginning July 1, 2013 through June 30, 2014.

A motion was made by Commissioner Winterringer, seconded by Commissioner Hall, to approve the CDBG FY 2014 One (1) Year Action Plan for fiscal year beginning July 1, 2013 through June 30, 2014. Motion carried 7-0

AYE: Winterringer, Hall, Smith, Stephens, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 15: Discussion, consideration and possible action to establish guidelines for the Community Service Contract Review Committee.

A motion was made by Commissioner Stephens, seconded by Commissioner Winterringer, to direct staff to recommend guidelines for Community Service Contract Review Committee and return to Board of Commissioners with those recommendations. Motion carried 7-0

AYE: Stephens, Winterringer, Smith, Agee, Harrod, Mainord, Hall
NAY: None

AGENDA ITEM NO. 16: Consider Bids:

- a. Sidewalk/ADA Handicap Ramps Project (Various Locations) Contract No. COS-PW-12-05 (Award)

City Engineer John Krywicki announced that four bids were received and after review and consideration it was staff's recommendation to award the bid to All Roads Paving, Inc. of Oklahoma City, Oklahoma in the total amount of the alternate bid for concrete of \$127,337.75.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to accept staff's recommendation and award the bid to All Roads Paving, Inc. in the total amount of the alternate bid for concrete of \$127,337.75. Motion carried 7-0.

AYE: Harrod, Agee, Mainord, Hall, Winterringer, Smith, Stephens
NAY: None

- b. FY 11-12 Rehab Asphalt Streets Project – Re Bid Contract No. COS-PW-12-06 (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
All Roads Paving, Inc. Oklahoma City, OK	\$734,026.00
Bishop Paving Co. Inc. Oklahoma City, OK	\$772,000.00

Haskell Lemon Construction Co. Oklahoma City, OK	\$745,557.80
A-Tech Paving Edmond, OK	\$1,191,282.50
Rudy Construction Co. Oklahoma City, OK	\$948,155.00

City Engineer John Krywicki read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to defer the bid award to the May 20, 2013 City Commission meeting. Motion carried 7-0.

AYE: Harrod, Winterringer, Smith, Stephens, Agee, Mainord, Hall
NAY: None

AGENDA ITEM NO. 17 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. 18: Administrative Reports

There were no Administrative Reports.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:59 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:08 p.m.)

AGENDA ITEM NO. 19: Consider an Executive Session to discuss City Manager's performance evaluation and

employment contract pursuant to 25 O. S. §307(B)(1) NOTE 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 Hall, seconded by Vice Mayor Harrod, to enter into Executive Session to discuss City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 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 7-0.

AYE: Hall, Harrod, Mainord, Winterringer, Smith, Stephens, Agee
NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 8:09 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 9:44 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 20:

Consider matters discussed in Executive Session regarding City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"

No action was taken.

AGENDA ITEM NO. 21:

Adjournment

There being no further business to come before the meeting, a motion was made by Commissioner Winterringer, seconded by Vice Mayor Harrod, that the meeting be adjourned. Motion carried 7-0. (9:45 p.m.)

AYE: Winterringer, Harrod, Mainord, Hall, Smith, Stephens, Agee
NAY: None

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

**BOARD OF CITY COMMISSIONERS
SHAWNEE MUNICIPAL AUTHORITY
SHAWNEE AIRPORT AUTHORITY
CITY OF SHAWNEE
SPECIAL CALLED SESSION
MAY 6, 2013**

The Board of City Commissioners, the Shawnee Municipal Authority and the Shawnee Airport Authority met in Special Called Session in the Shawnee Commission Chambers, 16 W. 9th, Shawnee, Oklahoma, Monday, May 6, 2013 at 4:30 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

Chairman

Pam Stephens

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

John Winterringer

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

Absent: None

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, TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY AND
TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY
OF THE CITY OF SHAWNEE, OKLAHOMA

TO THE BOARD OF COMMISSIONERS, SHAWNEE MUNICIPAL AUTHORITY
TRUSTEES AND SHAWNEE AIRPORT AUTHORITY TRUSTEES 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 1st day of May, 2013, a Special Called Session will be held of the Board of Commissioners, Trustees of the Shawnee Municipal Authority and Trustees of the Shawnee Airport Authority, in the Shawnee Commission Chambers, 16 W. 9th, Shawnee, Oklahoma at 4:30 p.m. on May 6, 2013, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be for a budget workshop to present, review and discuss the proposed City of Shawnee, Shawnee Municipal Authority and Shawnee Airport Authority budgets for FY 2013-14.

(SEAL)

ATTEST:

s/s Phyllis Loftis
PHYLLIS LOFTIS, CMC
CITY CLERK

s/s Brian McDougal
BRIAN MCDUGAL
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 1st day of May, 2013 at 4:35 o'clock p.m., and executed the same by delivering a true and correct copy thereof to each of the Commissioners of the City of Shawnee, Oklahoma, the Trustees of the Shawnee Municipal Authority and the Trustees of the Shawnee Airport Authority as follows:

I delivered a true and correct copy to Mayor Wes Mainord
via e-mail at 7:27 o'clock a.m. on May 3, 2013

I delivered a true and correct copy to Commissioner Linda Agee
via e-mail at 4:35 o'clock p.m. on May 1, 2013 but no response was received

I delivered a true and correct copy to Commissioner John Winterringer
via e-mail at 8:41 o'clock p.m. on May 2, 2013

I delivered a true and correct copy to Commissioner Steve Smith

via e-mail at 8:31 o'clock a.m. on May 2, 2013

I delivered a true and correct copy to Commissioner James Harrod

via e-mail at 9:37 o'clock p.m. on May 2, 2013

I delivered a true and correct copy to Commissioner Pam Stephens

via e-mail at 4:35 o'clock p.m. on May 1, 2013 but no response was received

I delivered a true and correct copy to Commissioner Keith Hall

via e-mail at 7:05 o'clock p.m. on May 1, 2013

s/s Phyllis Loftis

City Clerk, CMC

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 6TH DAY OF MAY, 2013 AT 4:30 O'CLOCK P.M. AT THE SHAWNEE COMMISSION CHAMBERS, 16 W. NINTH, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE FOR A BUDGET WORKSHOP TO PRESENT, REVIEW AND DISCUSS THE PROPOSED CITY OF SHAWNEE, SHAWNEE MUNICIPAL AUTHORITY AND SHAWNEE AIRPORT AUTHORITY BUDGETS FOR FY 2013-14.

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, the Trustees of the Shawnee Municipal Authority and Trustees of the Shawnee Airport Authority are hereby called to meet at the City Commission Chambers, 16 W. 9th, Shawnee, Oklahoma at 4:300 p.m. on May 6, 2013, for a budget workshop to present, review and discuss the proposed City of Shawnee, Shawnee Municipal Authority and Shawnee Airport Authority budgets for FY 2013-14.

Witness my hand this 1st day of May, 2013.

s/s Brian McDougal
BRIAN MCDUGAL
CITY MANAGER

(SEAL)

ATTEST:

s/s Phyllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK

CALL TO ORDER:

DECLARATION OF A QUORUM

Roll was called with seven Commissioners/Trustees present and a quorum was declared.

AGENDA ITEM NO. 1:

Budget workshop to present, review and discuss the proposed City of Shawnee, Shawnee Municipal Authority and Shawnee Airport Authority budgets for FY 2013-14.

City Manager Brian McDougal and Finance Director Cynthia Sementelli presented the proposed budget and provided in-depth explanations regarding revenue, expenses and fund structure. Existing conditions were discussed regarding sales tax, sequestration, additional revenue, projects and fund balance.

Also discussed was Governmental Budgeting regarding the general fund and enterprise funds. Graphs were provided showing sales tax since 2009-10 and revenue comparison.

Mr. McDougal provided the following General Fund assumptions:

- Keep current full time staffing for fiscal year 2013-14
- Add two part-time positions in finance
- Insurance contributions remain constant
- Retirement is based on 21.59 – a new number from actuary
- Raises – COLA 0%, Merits 0%
- Workman's comp rates based on industry standard rate
- Property insurance correctly allocated to each department

In the discussion of Revenues the following were lists for the General Fund:

- Taxes (sales tax, use tax, alcohol and cigarette tax and franchise fees)
- Intergovernmental (grant revenues, Unzner Grant, COPS grant)
- License and permits
- Fines
- Other revenue (interest, cell tower rental fees, gas and royalties)

In the discussion regarding expenses, each City of Shawnee Department's expenses were shown.

The breakdown of the overall General Fund budget is: Personal Services – 81.5%, Material and Supplies – 4.26% and Other Services – 14.24%.

The Shawnee Municipal Authority and the Shawnee Airport Authority have the same assumptions as the General Fund.

Revenues in the SMA are being projected with a slight increase and their proposed Capital Expenses were discussed as well as debt service and transfers.

Regarding the Shawnee Airport Authority, revenues were listed as hangar rentals, gasoline and jet fuel sales. A graph was provided showing an increase in airport fuel sales since 2009-10. The overall airport budget is \$553,000.00

Mr. McDougal then presented the General Fund Capital budget, showing the breakdown of the third penny tax.

He also gave information regarding the proposed South Kickapoo Street reconstruction showing a shortfall of \$1.42 million. The following projects were cut from this year’s budget to provide money for that project:

• Wayfinding	\$300,000.00
• Forensic phone system	11,000.00
• Animal Control sign	8,900.00
• Chip Scanner	2,000.00
• Taser for Animal Control	4,000.00
• Portable Lighting Towers	19,000.00
• Portable Stage	75,000.00
• Portable Siren Control	5,100.00
• Rubber Trackhoe	115,000.00
• Tile Hallway PD	15,000.00
• Remote Security Cameras	30,000.00
• Tablet Deployment	20,000.00
• Video Cameras	25,000.00
• Fire Station No. 2 needs	50,000.00
• Dump Truck	160,000.00
• Interior Paint City Hall	10,000.00
• Interior Paint – Auditorium	10,000.00
• Beautification Projects	7,000.00
• Antifreeze Recycler	3,500.00
• Transmission Fluid Exchanger	4,000.00
• Municipal Auditorium Air	250,000.00

Total 3rd penny, 301 cuts total \$1,124,500.00

At the conclusion of the budget presentation, Jodi Cox with Oklahoma Municipal Retirement Fund (OMRF) spoke regarding an option for the pension change. Ms. Cox showed the current proposal as follows:

- Freeze the plan for everyone June 30, 2013
- 3% or 75 cent increase for employees
- 5%/10%/15% based on years of service
- Grow into vesting (if not already at 7 years)
- New employees 3%/6%/9% based on service
- Reduce unfunded liability significantly
- Immediate estimated savings of \$500,000.00/year
- Completely out of the pension business

The option is shown as follows:

Pension Choice

- Stay in the pension
- Lose 3% increase in pay
- Stop current 4.25% into DC, redirected to fund DB
- Lose cost of living increases in retirement
- Lost 5%/10%/15% DC contribution
- New Hires: 3%/6%/9%
- Less significant budget savings (amt. TBD)
- Does not reduce unfunded liability significantly
- Takes longer to get out of the pension business

Commissioners asked about the actual amount of budget savings and Ms. Cox responded that she would be getting with Dudley Hyde to discuss and would provide that information to them at a later time.

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to come before the meeting, a motion was made by Commissioner Smith, seconded by Commissioner Winterringer, that the meeting be adjourned. Motion carried 7-0. (5:57 p.m.)

AYE: Smith, Winterringer, Stephens, Agee, Harrod, Mainord, Hall
NAY: None

WES MAINORD,
MAYOR

(SEAL)

ATTEST:

LISA LASYONE
DEPUTY CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 05/20/2013

Budget Amendment General Fund

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment General Fund

To bring up compensated absences from fund balance to accommodate those who left

Attachments

Budget Amend Gen Fund

Regular Board of Commissioners

2. d.

Meeting Date: 05/20/2013

Reports

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following reports:

- License Payment Report for April 2013
 - Project Payment Report for April 2013
-

Attachments

License Payment Report

Project Payment Report

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAID
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	3		75.00CR		75.00CR
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	15		225.00CR		225.00CR
BOATDAILY	BOATING DAILY FEE	1		7.00CR		7.00CR
BOATREG	BOAT REGULAR PERMIT	36		936.00CR		936.00CR
CAMPDAILY	CAMPING DAILY PERMIT FEE	1		35.00CR		35.00CR
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1		100.00CR		100.00CR
ELEC2	ELECTRICAL CONTRACTOR RENEW	8		650.00CR		650.00CR
EXT	EXTERMINATOR LICENSE FEE	1		25.00CR		25.00CR
FISHANNUAL	FISHING ANNUAL FEE	36		540.00CR		540.00CR
FISHDAILY	FISHING DAILY FEE	3		9.00CR		9.00CR
LAKE-IN	LAKE LEASE CITY RESIDENT	3		600.00CR		600.00CR
LAKELEASE	LAKE LEASE	4		2,548.00CR		2,548.00CR
MECH1	MECHANICAL CONTRACTOR INTIAL	2		200.00CR		200.00CR
MECH2	MECHANICAL CONTRACTOR RENEW	9		700.00CR		700.00CR
MIXER	MIXED BEVERAGE RENEWAL	2		1,800.00CR		1,800.00CR
PAWN	PAWN BROKERS LICENSE FEE	1		25.00CR		25.00CR
PLUM1	PLUMBING CONTRACTOR INITIAL	3		300.00CR		300.00CR
PLUM2	PLUMBING CONTRACTOR RENEW	10		800.00CR		800.00CR
RESAL	RESIDENTIAL SALE	96		960.00CR		960.00CR
SIGN	SIGN HANGERS LICENSE FEE	2		150.00CR		150.00CR
SNOWC	SNOW CONE STAND LICENSE FEE	4		100.00CR		100.00CR
STORM	STORM CELLAR LICENSE FEE	2		150.00CR		150.00CR
TOTAL				10,935.00CR		10,935.00CR

05/14/2013 9:53 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 4/01/2013 TO 4/30/2013
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	372.00CR
001-4202	BUILDING PERMITS	6,336.75CR
001-4203	PLUMBING PERMITS	1,300.00CR
001-4204	ELECTRICAL PERMITS	220.00CR
001-4206	HEATING & A/C PERMITS	1,240.00CR
001-4249	OTHER PERMITS	475.00CR
001-4822	OTHER MISC. REVENUE	46.50CR
101-4249	OTHER PERMITS	125.00CR
501-4510	WATER TAPS	750.00CR
799-1023	BANCFIRST GENERAL	10,865.25

05/14/2013 9:53 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE: 4
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 4/01/2013 TO 4/30/2013
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	4,744.19CR
B3-REMODEL	BUILDING CONSTRUCTION REM	2,259.46CR
B4-OTHER	BUILDING CAPORT/SHELTER	783.60CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	265.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,298.50CR
P3-REMODEL	PLUMBING REMODEL	839.50CR
P4-WELL	WELL PERMIT	100.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	100.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-SIGN	SIGN PERMIT	325.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
TOTAL		10,865.25CR

Regular Board of Commissioners

2. e.

Meeting Date: 05/20/2013

Recommendation TPA

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve staff's recommendation for Third-Party Administrator to manage the City's self-insured Worker's Compensation Program.

Attachments

Recommendation

Workers Comp Carrier List

Workers Comp Quotes

Claim Comparison

Contract

Mayor
WES MAINORD



The City of Shawnee
Office of the Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 878-1571
www.ShawneeOK.org

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

Date: May 14, 2013

To: Mayor and City Commissioners

From: Brian McDougal, City Manager
Tammara Johnson, Human Resources Director

RE: Redcedars

Nature of the request:

The City is self insured for Worker Compensation. The third party TPA we hired (Insurica) notified us about 30 days ago that they will no longer be doing this type of work any longer. As such we need to either choose to hire a new third party TPA or to hire for this in HR and perform the function ourselves.

Staff Analysis, Considerations:

Our costs for this service were much higher in the past. We had approximately more than double the cases we have ongoing now, and our costs were greater. We did not hire for this to be an additional HR position at that time, because our hope was that we would see that our claims would be less both in terms of the number of cases and the awards to injured employees. We were right, and the number of cases, awards are about half of what they were in 2009.

Recommendation:

We recommend approval of CBR. Given our current case load, we cannot justify the cost of hiring someone to do this work when a vendor can do it at an annual cost of \$20,100. If our number of claims were to increase we might consider that option in the future. CBR is more, but their flat fee structure (which we negotiated down from \$2000 per month) to \$1675 will be the same each month no matter how many cases we have. Further CBR has experience with municipal governments in the worker compensation arena in Oklahoma.

Budget Consideration:

Technically none. Although under our current TPA we pay by the case, last year's comparison would be less with our current caseload. If cases were to increase our current provider costs would increase and potentially be higher than the proposed monthly charge of \$1675. This is not a new cost center for our budget. We are simply changing providers.

Date: 05/01/2013
Time: 10:00

OKLAHOMA WORKERS' COMPENSATION COURT
CARRIER LISTING
TYPE: TPA

Rpt ID: CARLST
Page: 1

<u>Carrier ID</u>	<u>Inv Flag</u>	<u>Carrier Name/Service Agent Name & Address</u>	<u>Carrier ID</u>	<u>Inv Flag</u>	<u>Carrier Name/Service Agent Name & Address</u>
0494	S	ACCO (TPA #80394) ATTN: DENNY BUTLER 429 NE 50 OKLAHOMA CITY, OK 73105-	0541	C	ADMINISTRATIVE PLAN SERVICES LLC (TPA #79832) ATTN: CHRISTOPHER LEWIS PO BOX 720460 OKLAHOMA CITY, OK 73172-
1293	S	ADVANCED CLAIMS SERVICE (TPA #80566) ATTN: STACIA SMITH PO BOX 721078 OKLAHOMA CITY, OK 73172-	1210	S	ALLIANCE BENEFIT GROUP INC (TPA #79973) ATTN: JEFF MORRISON 113 S EDMOND PL MUSKOGEE, OK 74403-
1228	S	ALTERNATIVE RISK SERVICES LLC (TPA #80542) ATTN: CHRISTINA ENRIQUEZ PO BOX 901610 KANSAS CITY, MO 64190-	1259	S	ALTERNATIVE SERVICE CONCEPTS LLC (TPA #80578) ATTN: TOMMIE BIGGERS 5601 NW 7 ST STE 100 OKLAHOMA CITY, OK 73132-
0507	S	ANCHOR CLAIMS MANAGEMENT (TPA #80333) ATTN: MIKE BARBER 14785 PRESTON RD STE 350 DALLAS, TX 75254-7876	0365	C	ARTHUR J GALLAGHER & CO & SUBSIDIARIES (TPA #79346) 6303 WATERFORD BLVD STE 120 OKLAHOMA CITY, OK 73118-
1269	S	ASSOCIATED UNDERWRITERS INC (#94560) ATTN: BARNEY WELCH 7620 N COUNCIL AVE OKLAHOMA CITY, OK 73132-	1211	S	ASU GROUP (TPA #80505) ATTN: JULIE SOMES 2120 UNIVERSITY PARK DR OKEMOS, MI 48864-
0551	S	AVIZENT (TPA #79360) ATTN: JACQUELINE DUARTE 5353 N 16 ST STE 250 PHOENIX, AZ 85016-	1561	C	BRENTWOOD SERVICES ADMINISTRATORS INC (TPA #80726) ATTN: G EVERETT SINOR PO BOX 1125 BRENTWOOD, TN 37024-
0587	S	BROADSPIRE SERVICES INC (TPA #79358) ATTN: TAMI STEVENSON 1001 SUMMIT BLVD 10TH FL ATLANTA, GA 30319-	0569	S	BROWN & BROWN OF CENTRAL OKLAHOMA INC (TPA #79113) 3409 S BROADWAY STE 800 EDMOND, OK 73013-
0484	S	CANNON COCHRAN MANAGEMENT SERVICES INC (TPA #79635) ATTN: BONNIE WALSH 4621 W NAPOLEON AVE STE 310 METAIRIE, LA 70001-	1625	C	CENTRAL ADJUSTMENT COMPANY INC (TPA # 80775) CENTRAL ADJUSTMENT COMPANY INC ATTN: JOHN MCCULLOUGH PO BOX 25068 LITTLE ROCK, AR 72221-

Date: 05/01/2013
Time: 10:00

OKLAHOMA WORKERS' COMPENSATION COURT
CARRIER LISTING
TYPE: TPA

Rpt ID: CARLST
Page: 2

<u>Carrier ID</u>	<u>Inv Flag</u>	<u>Carrier Name/Service Agent Name & Address</u>	<u>Carrier ID</u>	<u>Inv Flag</u>	<u>Carrier Name/Service Agent Name & Address</u>
0497	S	CHARTIS CLAIMS INC (TPA #80369) ATTN: SMEETA TECK 175 WATER ST NEW YORK, NY 10038-	0527	C	CL FRATES & CO (TPA #79322) ATTN: JONETA VEZEY 5005 N LINCOLN BLVD OKLAHOMA CITY, OK 73105-
0491	S	CLAIM INDEMNITY SERVICES LLC (TPA #79426) ATTN: WAYNE OSMOND 5101 N CLASSEN BLVD STE 300 OKLAHOMA CITY, OK 73118-	0528	S	CLAIMS & RISK SERVICES INC (TPA #79150) ATTN: VERN STONECIPHER PO BOX 21450 OKLAHOMA CITY, OK 73156-
0529	S	CLAIMS ADMINISTRATIVE SERVICES INC (TPA #80357) ATTN: CASEY COOK 501 SHELLEY DR TYLER, TX 75701-	1565	C	CLAIMS MANAGEMENT INC (TPA #80738) 922 W WALNUT AVE ROGERS, AR 72756-
0534	S	CONSOLIDATED BENEFITS RESOURCES LLC (TPA #79230) ATTN: JERRY WHORTON PO BOX 581630 TULSA, OK 74158-1630	1137	S	CONSTITUTION STATE SERVICES LLC (TPA #80425) ATTN: KENDA DAVIS 1 TOWER SQUARE MC 0000-MS08A HARTFORD, CT 06183-
1624	S	CORNERSTONE RISK SOLUTIONS (TPA #80763) ATTN: PAUL DAVIS PO BOX 2992 WICHITA, KS 67201-	1455	C	CORVEL ENTERPRISE COMP INC (TPA #80658) ATTN: JEANETTE MUNGAL 2010 MAIN ST STE 600 IRVINE, CA 92614-
0327	C	CRAWFORD & CO (TPA #79291) 2200 NW 50 STE 200E OKLAHOMA CITY, OK 73112-	1576	C	EMERALD CLAIMS MANAGEMENT (TPA #80740) C/O JAMIE DAVIS 21977 E WALLIS DR PORTER, TX 77365-
0543	C	ESIS INC (TPA #79008) ATTN: JENNIFER HARDEMAN 1604 MERRILL DR STE A LITTLE ROCK, AR 72211-	0556	S	GHS PROPERTY & CASUALTY INSURANCE CO (TPA #80253) ATTN: ROBERT DORRELL PO BOX 60545 OKLAHOMA CITY, OK 73146-
0564	C	HELMSMAN MANAGEMENT SERVICES INC (TPA #79402) 2100 WALNUT HILL LN STE 100 IRVING, TX 75038-	1373	C	HUB INTERNATIONAL CFR INC (TPA #80610) ATTN: DOROTHY JONES 5314 S YALE AVE STE 900 TULSA, OK 74135-6257

Date: 05/01/2013
Time: 10:00

OKLAHOMA WORKERS' COMPENSATION COURT
CARRIER LISTING
TYPE: TPA

Rpt ID: CARLST
Page: 3

<u>Carrier ID</u>	<u>Inv Flag</u>	<u>Carrier Name/Service Agent Name & Address</u>	<u>Carrier ID</u>	<u>Inv Flag</u>	<u>Carrier Name/Service Agent Name & Address</u>
1406		JI SPECIALTY SERVICES INC (TPA #80646) ATTN: KATHY HULSE PO BOX 26655 AUSTIN, TX 78755-	0580	S	MIDLANDS CLAIM ADMINISTRATORS INC (TPA #80216) ATTN: DEBERA NEWMAN 3503 NW 63 STE 204 OKLAHOMA CITY, OK 73116-
0277	S	MUTUAL ASSURANCE ADMINISTRATORS INC (TPA #80204) ATTN: JENE HUCKABAY 3121 QUAIL SPRINGS PKWY OKLAHOMA CITY, OK 73134-	1127	C	PARKER SERVICES LLC (TPA #80450) ATTN: PATRICIA MUESKE 1800 NORTH POINT DR STEVENS POINT, WI 54481-8020
1463	C	PROVIDENCE WASHINGTON INSURANCE SOLUTIONS LLC (TPA #80646) ATTN: DON WOELLNER 1275 WAMPANOAG TRAIL E PROVIDENCE, RI 02915-	1248	S	REGIONS INSURANCE INC (TPA #80554) ATTN: LYNN FORBUSH PO BOX 1009 LITTLE ROCK, AR 72203-6001
0616	S	SB HOWARD & CO (TPA #80413) ATTN: LEESA DAVIS PO BOX 1627 ROGERS, AR 72757-	0618	S	SEDGWICK CLAIMS MANAGEMENT SERVICES INC (TPA #7901) ATTN: SUSAN BOLES 1100 RIDGEWAY LOOP RD STE 200 MEMPHIS, TN 38120-
0267	C	SPECIALTY RISK SERVICES LLC (TPA #79961) ATTN: KAREN NAGY 55 FARMINGTON AVE STE 501 HARTFORD, CT 06105-	1348	C	SPOONER INC (TPA #80609) ATTN: THOMAS SPOONER 28605 RANNEY PKWY WESTLAKE, OH 44145-
0440	C	TRISTAR RISK ENTERPRISE MANAGEMENT (TPA #80173) 7616 LBJ FRWY STE 400 DALLAS, TX 75251-	1221	S	UNDERWRITERS SAFETY & CLAIMS (TPA #80529) ATTN: GARY GILMOUR PO BOX 23790 LOUISVILLE, KY 40223-
0639	C	UNITED SAFETY & CLAIMS INC (TPA #79162) ATTN: CHALI STEVENS 7418 E 42 TULSA, OK 74145-	1616	S	WELLS FARGO DISABILITY MANAGEMENT (TPA #80751) ATTN: ANDREW RICHARDSON PO BOX 3389 CHARLESTON, WV 25333-3389
0647	S	WORKMED BENEFIT SERVICES CORP (TPA #80308) ATTN: BARNEY WELCH 7620 N COUNCIL OKLAHOMA CITY, OK 73132-	0651	C	ZURICH SERVICES CORP (TPA #80124) ATTN: SANDY MURPHY 1400 AMERICAN LN SCHAUMBURG, IL 60196-

Records printed: 48

* Inv Flag 'S' indicates Service Company, 'C' indicates Corporate

CITY OF SHAWNEE

WORKER'S COMPENSATION THIRD PARTY ADMINISTRATOR QUOTES

FOR CLAIM YEAR EFFECTIVE 7/1/2013

Exhibit 3

	CURRENT TPA		VERBAL QUOTE ONLY				
	<i>Claim Indemnity Services</i>	<i>Claims and Risk</i>	<i>WorkMed</i>	<i>Mutual Assurance-Bid A</i>	<i>Mutual Assurance-Bid B</i>	<i>Midlands</i>	<i>CBR</i>
TAKEOVER CHARGES							
Data Conversion	n/a	\$500.00		\$1,500.00	\$1,500.00	\$6000 or actual costs	\$2,500.00
Medical Claims	n/a	\$100.00		\$87.50	\$87.50	\$300.00	n/c
Lost-Time Claims	n/a	\$400.00		\$375.00	\$375.00	\$300.00	\$600-n/c if closed within 90 days
Litigated Claims	n/a			\$500.00	\$500.00	\$300.00	\$600, n/c if closed within 90 days
VPN Access to claims system	n/a	ACTUAL COSTS		\$500 PER LICENSE, \$50 PER USER FOR REMOTE ACCESS	\$500 PER LICENSE, \$50 PER USER FOR REMOTE ACCESS	NO CHARGE	NO CHARGE
MONTHLY FEES							
Monthly Charge		\$1500 MINIMUM	\$5,000-\$7,000	\$1,485.33 per month-- not including catastrophic claims	100 per month--not including Catastrophic Claims		\$1,675.00 3 YEAR RATE GUARANTEE
Medical only claims	\$150.00	\$250.00		\$1,458.33	\$175.00	\$125.00	INCLUDED
	\$850.00	\$850.00			\$750.00	\$800.00 1ST YEAR, \$65 PER MONTH THEREAFTER	INCLUDED
Lost Time Claims							
Litigated Claims	\$1,100.00	\$1,100.00			\$1,000.00		INCLUDED
Catastrophic Claims	N/C	N/C		Hourly fee	Hourly fee		INCLUDED
Subrogation Fee	N/C	N/C		15% OF RECOVERY PLUS EXPENSES	15% OF RECOVERY PLUS EXPENSES		INCLUDED
Bill Review Schedule	.32 per line, minimum of 3line	MANUALLY DONE		\$6.50 PER BILL-FEE SCHEDULE	\$6.50 PER BILL-FEE SCHEDULE	\$1.35 per hour-3 line minimum (\$4.05)	\$8.90 PER CLAIM
	30% of savings	NOT CURRENTLY BEING DONE		25% of savings	25% of savings	35% of savings	30% OF SAVINGS
CLAIMS OVER 2 YEARS	\$50 Per month for claims over 30 months.	\$70 Per month for claims fver 30 months.		n/c	n/c	\$175 per claim per year after 2 years, \$100 per claim per year after 4 years	n/c

CITY OF SHAWNEE-WORKERS' COMPENSATION TPA QUOTES

EXHIBIT 3

COMPARISON OF LAST YEARS CLAIMS TO MIDLANDS AND CBR

CURRENT TPA CLAIM INDEMNITY SERVICES							MIDLANDS					CBR
DATES	MED ONLY	INDEMNITY	LITIGATED	CHANGE FOR WORSE	CLAIMS OVER 30 MONTHS	TOTAL BILLING	CURRENT CLAIMS	OLD CLAIMS-TAKEOVER AFTER 2 YEARS	TAKE OVER CLAIMS AFTER 2 YEARS	CLAIMS OVER 1 YEAR	CHARGED AT \$65 PER MONTH UNTIL CLOSED	MONTHLY CHARGE
5/1/2012	2	1	2	2	9	\$3,500.00	\$2,650.00	9	\$225.00	9	585	\$1,675.00
6/1/2012					9	\$450.00	\$0.00	9	\$225.00	9	585	\$1,675.00
7/1/2012	2				9	\$750.00	\$250.00	9	\$225.00	9	585	\$1,675.00
8/1/2012	8	2			9	\$3,350.00	\$2,600.00	9	\$225.00	8	520	\$1,675.00
9/1/2012	4				8	\$1,000.00	\$500.00	8	\$200.00	6	390	\$1,675.00
10/1/2012	6				8	\$1,300.00	\$750.00	8	\$200.00	5	325	\$1,675.00
11/1/2012	3	1			8	\$1,700.00	\$1,175.00	8	\$200.00	5	325	\$1,675.00
12/1/2012	3				8	\$850.00	\$375.00	8	\$200.00	4	260	\$1,675.00
1/1/2013	1				7	\$500.00	\$125.00	7	\$175.00	4	260	\$1,675.00
2/1/2013	4	1			7	\$1,800.00	\$1,300.00	7	\$175.00	3	195	\$1,675.00
3/1/2013					7	\$350.00	\$0.00	7	\$175.00	2	130	\$1,675.00
4/1/2013	1	1			7	\$1,350.00	\$925.00	7	\$175.00	1	65	\$1,675.00
5/1/2013												
6/1/2013												
							\$10,650.00		\$2,400.00		\$4,225.00	
						\$16,900.00					\$17,275.00	\$20,100.00

CONTRACT

This contract is made on (_____) between **City of Shawnee (client)** and **Consolidated Benefits Resources, L.L.C. (CBR)**, an Oklahoma Limited Liability Company, an independent contractor.

Recitals:

- 1) **CLIENT** desires to retain **CBR** to provide services for Workers' Compensation claims administration.
- 2) **CBR** conducts and operates a claims management program for the prevention, investigation, processing, accounting and payment of workers' compensation claims:

IN CONSIDERATION of the following terms and provisions, **CBR** and **Client** agree regarding those claims that are open on or open after July 1, 2013 as follows:

CBR Agrees To:

Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:

- Compliance with **Client's** claim requests during the life of the contract to include preparation and filing the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, Oklahoma MITF Rebate request form, and Oklahoma Workers' Compensation Court Permit renewal.
- Approve and pay medical bills in accordance with the Oklahoma Workers' Compensation statutes or by any other criteria as negotiated by **Client** (whichever is less).
- Provide copies of documentation designating Consolidated Benefits Resources' Oklahoma licensed adjusters upon request.
- Attend scheduled meetings with representatives of **Client** to review and discuss claims and loss prevention strategies.
- Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
- Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
- Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
- Develop work related injury claim files after receipt of the First Notice of Injury.
- During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Court to act as a servicing organization.
- Generate at least monthly unit or participant loss analysis reports with Plan totals to reflect:
 - Medical and indemnity payments
 - Reserves

- Litigation status
- Expense reconciliation
- Alphabetical claimant listing

•Maintain insurance coverage which reflects the following:

- Statutory workers' compensation
- \$1 million errors and omissions
- \$500,000 fidelity bond
- \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.

•Medical management assignments will be jointly approved by **Client** and **CBR's** claim supervisor prior to issuance. Said assignments will be issued on serious injuries when such professional management dictates, and when such cost will be accepted and approved by **Client**

•Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of **CBR** with regard to compensability.

•Process all bills for payment and notify adverse party as to the amount of the claim.

•Provide assistance in protecting the subrogation rights of **Client**.

•Notify in writing all adverse parties of **Client's** subrogation rights.

•Secure payment and send recovery check to **Client** with an appropriate explanation.

•Coordinate Legal defense with outside attorney selected by **Client**.

•Pay medical bills pursuant to O.S. Title 85 or as otherwise negotiated by **CBR** on behalf of the **Client**.

•Coordinate Excess Insurance filing for **Client**. These filings include: file quarterly loss data reports, notify and coordinate claims that penetrate the SIR or Aggregate layer, file necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to the **Client**.

•Upon receipt of a claim from **Client**, **CBR** will submit data pursuant to Medicare Section 111 on behalf of **Client**.

Client Agrees To:

•Provide appropriate personnel to coordinate Workers' Compensation claims between **CBR** and **Client**

•Settlement authority to be dictated by a representative of **The City of Shawnee**.

•Choose legal representative and pay all legal fees directly related to each claim file if such fees are generated and approved by **Client**.

•Timely fund claims payment account.

Service Fee:

In consideration of the services outlined in this contract, the annual service fee will be as follows:

Annual Fee:

During the term of this contract, CBR will charge \$1,675 per month or 20,100. The service fee is guaranteed for two (2) additional one (1) year contract periods.

Take-over of existing claims fee:

After 90 days, Client and CBR will confirm which open claims will remain open. CBR will then bill a one-time fee of \$600 for any indemnity/litigated file that will remain open for an indefinite period of time. There will be no fee charged for an open Medical only file or an Indemnity file that is open to merely to pay an incidental medical bill.

Data transfer fee:

CBR will charge a one-time fee of \$2,500 as reimbursement for the cost of converting the existing claims data and scanned image files to the CBR claims system.

Terms and Cancellation Rights:

The contract is considered to be a “life of contract” in that should the contract terminate, **CBR’s** role and services cease. If open claims remain when the contract has terminated and these claims require professional services after the termination of the contract, **CBR’s** services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to mutual agreement by both parties.

The term of this contract shall remain in force and effect for a period from July 1, 2013 to June 30, 2014 subject to the cancellation right in this paragraph. The contract will automatically renew unless written notice of cancellation is received sixty (60) days prior to renewal period.

In the event **Client** deems that **CBR** is not performing its services in the industry’s usual and customary manner, **Client** will give **CBR** written notice by certified mail specifying the manner in which **Client** deems that **CBR** has failed to perform its services. **CBR** shall have (30) days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, or if it becomes necessary for **Client** to give repeated notices of non-performance, **Client** may cancel this contract on 30 days written notice to **CBR**. Likewise, **CBR** may cancel this contract with (30) days notice to **Client** if **Client** fails to perform any material obligation under this Contract and **Client** fails to correct defects of their performance obligations.

If **CBR** has violated any laws that would subject the **Client** to criminal or civil liability, or has committed any fraudulent or illegal act, or has misappropriated any funds, the **Client** may terminate the contract immediately.

Either party may cancel this contract without cause upon (60) sixty days notice of the other party’s receipt of written notice of cancellation.

Official notice may be served in writing as follows:

City of Shawnee

Attention: Brian McDougal, City Manager
Tamera Johnson, HR Director
P.O. Box 1448
Shawnee, OK 74802

Consolidated Benefits Resources, LLC

Attention: Mr. Jerrold Whorton, President
P.O. Box 13770
Oklahoma City, OK 73113

Complete Agreement:

This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.

Severability:

Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

Assignment:

This Contract may not be assigned by **CBR** without the express written approval of **Client**.

Records:

All records, of any kind, relating to this Contract or to claims received, reviewed, processed or paid, shall be the property of **Client** and shall be available for inspection or audit by the **Client** at any time. Upon termination or cancellation of this Agreement, all such records shall be held in trust by **CBR** for six (6) months following the last transaction arising under this Agreement, unless demand for possession of any or all such records is made by **Client** whereupon any or all such records shall be immediately delivered by **CBR** to **Client**.

Hold Harmless Agreement

CBR agrees to indemnify and hold harmless **Client** from any and all liability, loss or damage that **Client** may suffer as a result of claims, demands, costs or judgments against **Client** arising from services performed by **CBR** as contemplated in this contract.

Signatures:

This contract is offered for execution jointly by **CBR** and **Client**.

CITY OF SHAWNEE

Brian McDougal, City Manager DATE

ATTEST:

Phyllis Loftis, CMC, City Clerk

CONSOLIDATED BENEFITS RESOURCES, L.L.C.

Jerrold A. Whorton, President DATE

Subscribed and sworn to before me this _____ day of _____, 2013

My commission expires: _____

Notary Public

Regular Board of Commissioners

2. f.

Meeting Date: 05/20/2013

Mayor Appointments

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Appointments:

Zoning Board of Adjustment

Joe Freeman , Re-appoint 2nd Full Term Exp June 1, 2016

Toby Blaylock, Re-appoint 2nd Full Term Exp June 1, 2014

Tom Bierd, Re-appoint 1st Full Term Exp June 1, 2014

Airport Advisory Board

Ron Duran, Appointment 1st Full Term Exp Jul 1, 2016

To replace Bob Weaver, termed out

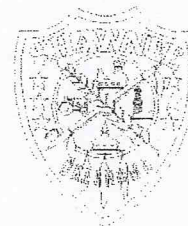
Harmik Dersahakian, Re-appoint 2nd Full Term Exp Jul 1, 2016

Terry Toole , Re-appoint 2nd Full Term Exp Jul 1, 2016

Attachments

R Duran - Airport

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>ROBERT S. DURAN, JR.</u>		Application Date: <u>5/14/13</u>	
Address: <u>1519 PECAN CROSSING, SHAWNEE, OK 74804</u>			
Mailing Address: <u>1519 PECAN CROSSING, SHAWNEE, OK 74804</u>			
Daytime Phone: <u>275/0700</u>		Fax: <u>275/6805</u>	Email: <u>rob@scdtlaw.com</u>
Profession: <u>ATTORNEY</u>			
Business Name: <u>STUART, GLOVER, DURAN, THOMAS + VORNDRAN, LLP</u>			
Business Address: <u>128 N. BROADWAY, P.O. BOX 1925, SHAWNEE, OK 74802-1925</u>			
Business Phone: <u>275/0700</u>		Fax: <u>275/6805</u>	Email: <u>rob@scdtlaw.com</u>

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

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

How many years have you lived in Shawnee? 18 (IN TWO SEPARATE STINTS)

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

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

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

I AM INTERESTED IN SHAWNEE'S ECONOMIC DEVELOPMENT AND IMPROVING SHAWNEE'S TRANSPORTATION INFRASTRUCTURE, INCLUDING THE AIRPORT

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

AS A PRACTICING BUSINESS AND CORPORATE ATTORNEY, I HAVE AN EXCELLENT WORKING KNOWLEDGE OF CONTRACTS, LEASES, AND ANY OTHER

LEGAL-RELATED ISSUES THAT THE AAB MAY ENCOUNTER.

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

ROTARY, SHAWNEE EDUCATIONAL FOUNDATION, FIRST BAPTIST CHURCH
(DEACON AND TRUSTEE)

List education, including degree(s) earned:

JURIS DOCTORATE - VANDERBILT UNIVERSITY LAW SCHOOL; BBA - OKLAHOMA
BAPTIST UNIVERSITY; HIGH SCHOOL DIPLOMA - SHAWNEE HIGH SCHOOL

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

NO

Please include up to three personal or professional references:

Name	Relationship	Phone Number
JOE FORD	FRIEND / CLIENT	273/7000
CASEY BELL	FRIEND / CLIENT	878/7205
JIM STUART	LAW PARTNER	275/0700

PLEASE READ CAREFULLY:

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

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

Signature  Date 5/14/13

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

Send application form to:

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

Regular Board of Commissioners

5.

Meeting Date: 05/20/2013

Police Dept Accreditation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation of Shawnee Police Department Accreditation Credentials by Lt. Jim Spearman, Norman Police Department and presentation of award to Lt. Ken King for efforts in this endeavor.

Attachments

Accreditation Credentials

Media Release

14 May 2013

Shawnee Police Department Receives Accreditation Credentials

On 18 April 2013, the Shawnee Police Department received notification they were granted the coveted Award of Accreditation from the Oklahoma Association of Chiefs of Police, Oklahoma Law Enforcement Agency Accreditation and Professional Standards Program.

The concept of law enforcement accreditation began in the 1970's when the need to upgrade the profession's public image was apparent. The goal was and is to instill "professionalism" into every phase of law enforcement service. In July 1996, the Oklahoma Association of Chiefs of Police received a grant to implement a law enforcement accreditation program in Oklahoma. A committee including representatives from municipal, county and state law enforcement, municipal assurance attorneys, and law enforcement bargaining units was formed to review and develop Oklahoma appropriate law enforcement accreditation standards. The standards or best practices are intended to assist agencies in the efficient and effective delivery of law enforcement services. The standards cover all aspects of operations including individual's rights, use of force, vehicle pursuits, property and evidence management, and other administrative, patrol, and investigative operations.

This voluntary process included an internal agency review followed by a three day on-site rigorous and critical assessment of the agency's policies, procedures, facilities, and operations by a team of law enforcement professionals from outside the Shawnee Police Department. A comprehensive assessment report was forwarded to the Oklahoma Law Enforcement Accreditation Commission for review followed by the final review and determination by the Oklahoma Association of Chiefs of Police Executive Board.

The Shawnee Police Department is the 12th entity in the state and 9th municipal police department to achieve this accomplishment. This process provided an independent review of the department's overall operations that assure the citizens of Shawnee that its police department conforms to 169 current professional standards and best practices. The official Accreditation credentials will be formally presented at 20 May 2013 at the City Commission Meeting. The public is invited and encouraged to attend.

For additional information and benefits of accreditation, please visit the Oklahoma Association of Chiefs of Police Website at <http://theoacp.com>

Regular Board of Commissioners

6.

Meeting Date: 05/20/2013

Pool Update

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation and update on the Shawnee Municipal Pool Project by John Ayers, President Pool Committee and Jeff Bartley of Water's Edge Aquatic Design for commission discussion and comments.

Attachments

Committee Letter

Bathhouse Views

Concept and Budget Option 1

Floorplan

Prelim Projections

Projected Expense/Revenue Summary

May 13, 2013

To: City of Shawnee Commissioners
From: John Ayers, Municipal Pool Committee Chairman
RE: Municipal Pool

Dear Commissioners:

Attached is a summation of the City of Shawnee's Municipal Pool project for your immediate review. It is the recommendation of the municipal pool committee that the enclosed architectural rendering and budget proposal be considered for approval.

Pool – Please note that the pool committee began meeting in October, 2011. Aside from selecting Water's Edge Aquatic Design, the committee conducted extensive research of other community pools. We studied the importance of pool features and pool design and their ability to attract young and old alike. We solicited the advice of other pool professionals and other municipalities on the subject.

The phrase, "Build it and they will come" is not particularly appropriate when it comes to municipal pools. As a result, the programs that we could offer was of paramount importance. We focused heavily on the structural design and the pool's capability of offering a variety of pool programming. It is designed to accommodate a variety of special activities such as water polo, volleyball, swim lessons, movie night, community luau, and other special activities, etc.

The committee feels confident that the design and features (slides, rock climbing wall, lazy river, lap lanes diving boards, and interactive equipment for toddlers, etc., including the remodeled pool house will be enthusiastically accepted by the community. Much thought went into the pool's design that offers the most use by demographics across the board, i.e., senior citizens and aerobic exercise, lap lanes and diving for exercise or competition, and the list goes on. Just as important, the plan takes into account numerous ways in which the city can generate revenue in its use for operating expenses, etc.

COMMUNITY INPUT – The committee held an evening meeting at the Expo Center to solicit feedback from the community. Attendees were presented with the committee's rationale and pool design, and allowed to comment. Some changes in the overall plan were made as a result of that meeting.

POOL HOUSE – Plans are to use the existing structure (shell) and roof, which have been deemed structurally sound. The budget does include installing a pitched roof that would bring the structure back to its original appearance, which was important to many residents including the Historical Society.

Plans are to completely remodel the interior, which would offer a more functional facility not only to pool guests but accommodate other activities within the park. The design includes a kitchen to accommodate pool guests and other park activities; office space for pool personnel, board/meeting room for lifeguard training or public use and; boy and girl dressing rooms, showers, etc. A new, more attractive entry way would be the most noticeable improvement viewed from the outside, reconfigured to accommodate easier traffic flow and check-in.

TOTAL COST OF PLAN: \$3,733,200

SUBTOTALS:

Estimated construction cost:	\$3,063,700
Construction contingency:	\$ 306,370 (10% of total project costs.)
Indirect costs:	\$ 363,130
(Includes engineering/architecture Geotechnical investigation, Topographic site survey)	

FINANCING PROPOSAL

It is our recommendation that the following financing proposal be considered for commissioners' approval. We have done our best to keep cost down, and yet we are not requesting that the city finance the entire project. We feel strongly in our ability to help the city incur some of the cost through private donations. A strong effort will be made to raise the difference immediately following the commissioners decision on city funding.

PROPOSED FINANCE PLAN

A. City of Shawnee

Pool	\$2,500,000
Improvements to parking lot, including drive-thru lanes around pool house for drop off, and landscaping.	\$ 500,000

Total City Commitment \$3,000,000

B. Private donations \$1,223,200

Total Project \$4,223,200

In summary, the committee is asking the city to fund \$3,000,000 (\$2,500,000 for pool and \$500,000 for parking improvements and drive-thru lane). The remaining pool expenditure (\$1,223,200) will be raised by the committee. We realize that time is of the essence to remain on schedule to open the pool in spring of 2014. We would like for commissioners to give us approval to proceed with design of the project as shown.

Sincerely,

John Ayers
Municipal Pool Project Chairman



Entrance



Poolside

Bathhouse-Aquatic Facility Shawnee, OK

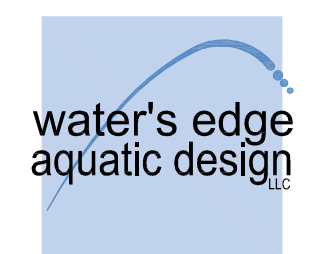


Shallow Play Area	3,181	S.F.
Lap Area	2,836	S.F.
Plunge Area	684	S.F.
Diving Area	2,209	S.F.
Total Water Surface Area	8,910	S.F.
Concrete Deck Area	17,564	S.F.
Grass Deck Area	2,380	S.F.



- ① Zero Depth Entry
- ② Spray Zone
- ③ Water Bench under Sunshade
- ④ Water Play Structure with Dumping Bucket
- ⑤ Shallow Play Area
- ⑥ 65' Long Current Channel with Water Seats
- ⑦ ADA Steps
- ⑧ Therapy Water Seat
- ⑨ 6 Lane 25 Yard Lap Area
- ⑩ ADA Lift
- ⑪ Plunge Area
- ⑫ Open Body Water Slide
- ⑬ Family Slide
- ⑭ Basketball Goal
- ⑮ Aqua Climb
- ⑯ Deep Area
- ⑰ Elevated Diving Area
- ⑱ 1 & 3 Meter Diving Stands
- ⑲ Pool Steps with Platform and Therapy Seat
- ⑳ Wall Seat with Steps and Waterfall
- ㉑ Deck Steps
- ㉒ Spray Ground
- ㉓ Sunshade
- ㉔ Grass Deck Area
- ㉕ Deck Shower
- ㉖ Bathhouse
- ㉗ Concession Tables under Sunshade
- ㉘ Park Concessions Area
- ㉙ Existing Pool

Option A-1
Aquatic Center
Shawnee, Oklahoma
 04-23-13



Shawnee, OK
Opinion of Cost - Concept A-1
05/06/2013 - Water's Edge Aquatic Design

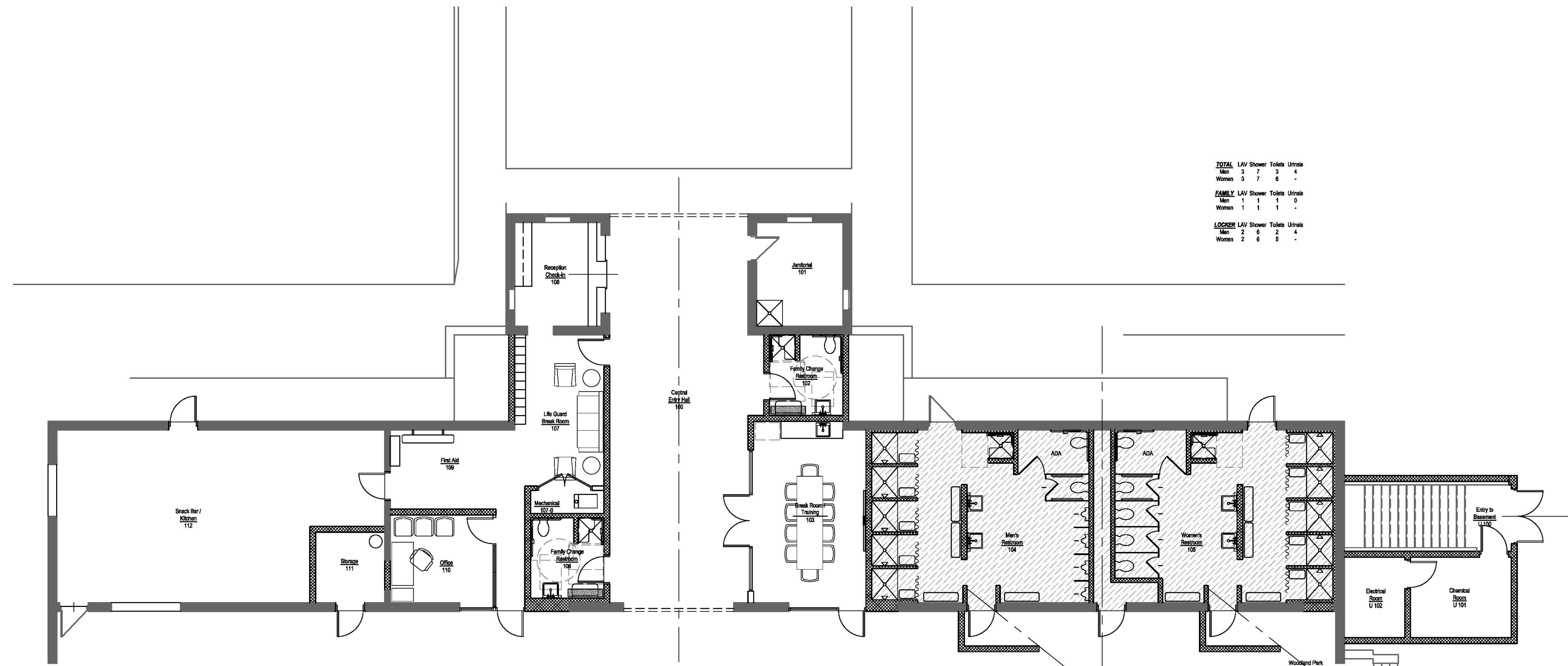
Opinion of Project Cost - Full Plan **\$ 3,733,200**

Subtotals

Estimated Construction Costs		\$ 3,063,700
Construction Contingency	10%	\$ 306,370
Indirect Costs, including		\$ 363,130
Engineering/Architecture		
Geotechnical Investigation		
Topographic site survey		
Quality Control Testing		

Individual Items Breakout- Project Costs (Direct & Indirect + Contingency)

<u>Item</u>	<u>Cost</u>	<u>Contingency</u>	<u>Indirect Costs</u>	<u>Total Cost- ea (rounded)</u>
Bathhouse Renovation	\$ 350,000	\$ 35,000	\$ 38,500	\$ 423,500
Pitched Roof on Bathhouse	\$ 74,215	\$ 7,421	\$ 8,164	\$ 89,800
Interactive Spray Ground	\$ 85,785	\$ 8,579	\$ 9,436	\$ 103,800
Climbing Wall for Lap Pool	\$ 18,000	\$ 1,800	\$ 1,980	\$ 21,800
Climbing Wall for Diving Pool	\$ 27,900	\$ 2,790	\$ 3,069	\$ 33,800
Water Play Structure with Dumping Bucket	\$ 158,512	\$ 15,851	\$ 17,436	\$ 191,800
Open Flume Water Slide - 150 ft. long	\$ 227,025	\$ 22,702	\$ 24,973	\$ 274,700
Family Slide	\$ 66,800	\$ 6,680	\$ 7,348	\$ 80,800
Shade structure (ea. one)	\$ 6,600	\$ 660	\$ 726	\$ 8,000
Fencing	\$ 26,334	\$ 2,633	\$ 2,897	\$ 31,900
Current Channel	\$ 47,000	\$ 4,700	\$ 5,170	\$ 56,900
Approx cost per 25 yd lane	\$ 78,750	\$ 7,875	\$ 8,663	\$ 95,300
Cost per 500 s.f. of shallow area	\$ 75,000	\$ 7,500	\$ 8,250	\$ 90,800
Cost per 1,000 s.f. of pool deck	\$ 5,000	\$ 500	\$ 550	\$ 6,100

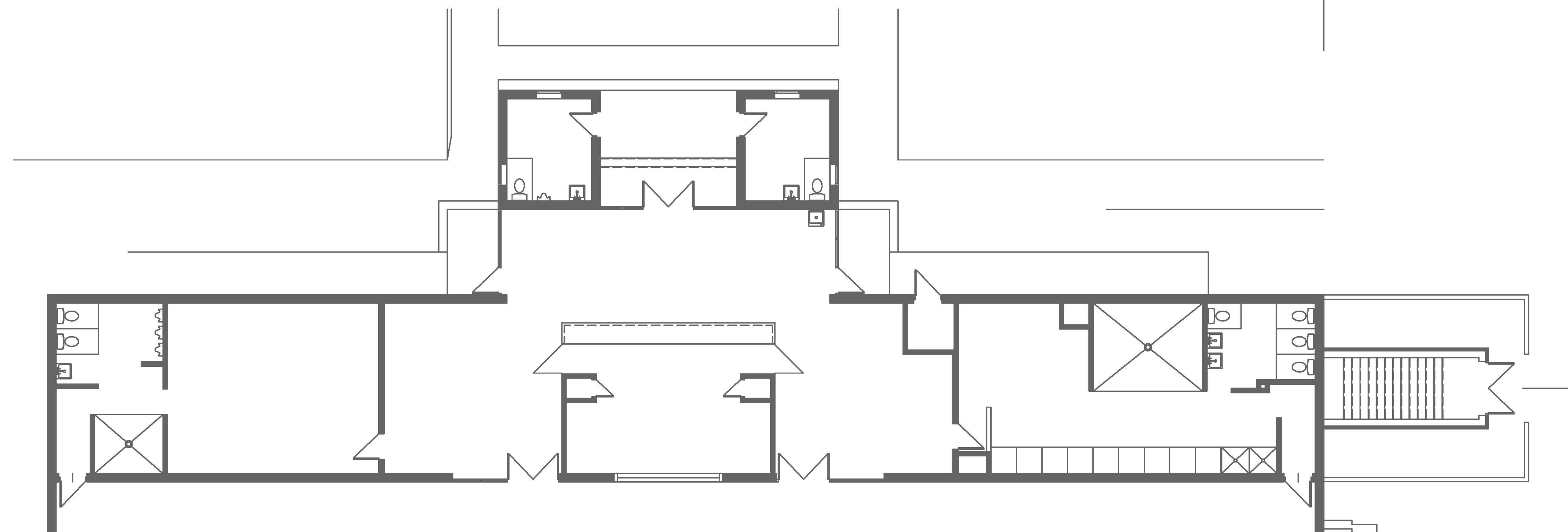


TOTAL	LAV	Shower	Toilet	Urinals
Men	3	7	3	4
Women	3	7	6	-

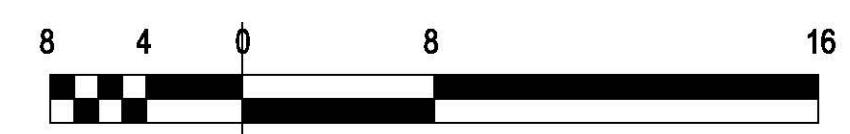
FAMILY	LAV	Shower	Toilet	Urinals
Men	1	1	1	0
Women	1	1	1	0

LOCKER	LAV	Shower	Toilet	Urinals
Men	2	6	2	4
Women	2	6	6	-

Proposed Bath House



Existing Bath House



Woodward Park
Shawnee, Oklahoma
April 5, 2013

Facility Benchmarking and Preliminary Operations Projections

Shawnee, OK

5/7/2013

City	City Population	Population - 15 mi. radius	Year built/redone	Yrs since imprvts	Features	Total Expenses	Est. Water Surface Area	Expense Ratio	Seasonal Attendance	Attendance Ratio	Total Revenue	Revenue Ratio	Cost Recovery	Median household income
Garden City, Kansas	26,880	36,000	2010	2	Shallow play pool, 3 water slides, lots of deep water	\$230,000	60,000		45,000	1.25	\$240,000	\$ 5.33	104%	\$48,900
Gladstone, Missouri	27,000	103,000	2007	5	Diving, 2 water slides, dumping bucket, spray deck	\$139,463	10,800	\$12.91	42,063	0.41	\$210,764	\$ 5.01	151%	\$51,500
Maryland Heights, MO	27,466	1,328,000	1998	14	5 water slides, long lazy river, shallow play pools	\$786,150			62,016		\$334,979	\$ 5.40	43%	\$54,600
Kirkwood, MO	27,540	1,377,000			2 water slides, long lazy river, large dumping bucket	\$451,598	24,700		88,344		\$438,738	\$ 4.97	97%	\$74,000
Ballwin, MO	30,404	1,072,000			2 water slides, long lazy river, large dumping bucket	\$576,439			80,360		\$579,927	\$ 7.22	101%	\$47,200
Ardmore, OK	25,000	43,000	2005	7	2 water slides, current channel, drop slides	\$96,000	6,900	\$13.91	26,000	0.60	\$97,000	\$ 3.73	101%	\$43,400
Leavenworth, KS	35,251	116,000	2003	9	2 water slides, lap lanes, diving, wading pool	\$112,449					\$112,449		100%	\$51,600
Muskogee, Oklahoma	39,231	74,000			River Country Water Park- 2 water slides, larger play structure, long lazy river	\$439,250	22,300	\$19.70	70,000	0.95	\$549,982	\$ 7.86	125%	\$33,200
Averages (ratios)								\$15.51		0.80		\$ 5.65	103%	
Shawnee, OK (projections)	30,000	90,000			2 water slides, dumping bucket, current channel, sprayground, lap lanes, deep water	\$137,950	8,900	\$15.50	36,900	0.41	\$138,375	\$3.75	100%	\$44,300

Notes:

- 1 Expense Ratio = Total Expenses / Est. Water Surface Area
- 2 Attendance Ratio = Attendance divided by population of 15 mi. radius
- 3 Revenue Ratio = Revenue / Attendance
- 4 Cost Recovery = Total Revenue / Total Expenses
- 5 Some ratios for the outliers are omitted from the averages (particularly Maryland Heights, Kirkwood, and Ballwin- as they are greater St. Louis metro area)



Shawnee, Oklahoma
Summary of Projected Expenses and Revenues
for Renovated Outdoor Swimming Pool
May 14,2013

Expense Projection

Personnel Costs	\$ 97,704
<i>includes staffing each shift with one pool manager, 10 lifeguards, a cashier, and two concessions employees on average.</i>	
Utilities	\$ 20,096
Chemicals	\$ 13,560
General Supplies	\$ 3,700
<hr/>	
Total Projected Expenses	\$ 135,060

Revenue Projection

Season Passes	\$ 41,250
Family Pass	\$ 130.00
Individual	\$ 60.00
Seniors	\$ 45.00
Projected Sales for Season:	380
Daily Admissions	\$ 72,675
Youth	\$ 4.00
Adult	\$ 5.00
Seniors	\$ 4.00
Projected Sales ea Day:	200
Projected Ave. Daily Attendance:	434
Concessions	\$ 17,000
Party room & shade canopy rentals	\$ 6,000
<hr/>	
Total Projected Revenue	\$ 136,925

101% expense recovery

Regular Board of Commissioners

7.

Meeting Date: 05/20/2013

Municipal Court

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on recommendations relating to Municipal Court.

Attachments

Memo

Exhibit 1

Exhibit 2

Exhibit 3

MEMORANDUM

To: Mayor and City Commissioners

From: Robert H. Jones, Judge of the Municipal Court
Mary Ann Karns, City Attorney

Re: Report on Court Operations and Recommendations for Improvement

Date: May 10, 2013

In the Spring of 2011, the supervision of administrative operations of the Municipal Court were transferred to the Office of the City Attorney. The Court operations remain under the supervision of the Municipal Court Judge.

At the same time, personnel changes occurred:

- New Court Clerk was hired
- The contract with the Adult Prosecutor ended in December, 2011, and City Attorney now handles prosecutions as well. (Annual savings of \$46,375)

The statistics for citations, collections, and warrants for FY 11 are shown on **Exhibit 1**.

No one involved in the Court system found these to be acceptable numbers.

We decided to focus on these goals:

- Hire, train, and retain employees in the Municipal Court Clerk's office to streamline operations, provide good service, and maximize collections of fines;
- Hire, train, and retain Marshals to maximize payments before warrants are issued, and to timely issue and serve warrants when needed.

A. Hire, train, and retain employees in the Municipal Court Clerk's office to streamline operations, provide good service, and maximize collections of fines.

1. Hire, train and retain

- Municipal Court Clerk with two years' experience
- Records Clerk with six months' experience
- Records Clerk with experience in another community
- Court Clerk working toward certification
- All employees receiving training

2. Streamline operations and provide good service

- Increased use of technology within the office
- Becoming "paperless"; need additional technology, particularly for police
- Office remodel
- Combined dockets

3. Maximize collection of fines

- Regular use of automated reminder letters
- BlackBoard Connect (awaiting technology)
- On-line and telephone payments

B. Hire, train, and retain Marshals to maximize payments before warrants are served; issue and serve warrants when needed; provide security.

1. Hire, train and retain Marshals

- Second Marshal, fulltime 9 months of year
- Both Marshals CLEET certified
- Both Marshals maintain training for CLEET certification
- Both Marshals getting other training for warrant service

2. Maximize collections prior to warrant service

- "Skip Trace"
- Telephone calls to defendants (use BlackBoard Connect when technology allows)
- Door hangers
- "Shawnee's Most Wanted"
- Facebook and other social media

3. Warrant issuance and service

- Clear up backlog of unissued warrants
- Increased attempts at personal service

- Warrant “sweeps” with Pottawatomie County Sheriff’s Warrant Team

4. Security

- Marshal in Courtroom at all times
- Security for Clerks and Public
- Assist other departments (meter readers, code enforcement)

Results: Exhibit 2

Moving Forward:

A. Outstanding Warrants/Uncollectible Fines

- Active Warrants Issued Prior to 12-31-99: **1,497**
- Active Warrants Issued 1-1-2000 thru 12-31-2005: **794**
- Majority of older outstanding warrants are for: Expired Tags
- No Insurance
- Driving Under Suspension
- Public Intoxication
- Petit Larceny
- Cannot use DPS as enforcement mechanism
- Factors limiting service/collection
- Cannot find good address
- Incarceration
- Left the City
- Death
- Poverty
- Lack of alternatives for substance abusers

Proposed Solutions:

- Authorize Municipal Judge Jones to recall any warrant issued before 2005.
- Authorize Municipal Judge Jones to review citations deemed uncollectible, certify the list of uncollectible citations to the City Treasurer, and write off the amounts for these citations.
- Certify the fines to the Pottawatomie District Court, enter them as judgments against the Individuals, then proceed to collection procedures used for money judgments.

B. Payment Plans

Too many defendants are on payment plans. Contributing factors:

- High poverty level in Shawnee; cannot incarcerate for inability to pay
- Lack of diversion programs
- No structured system for determining need
- Too easy on defendant with little consequences for missed payments

Proposed Solutions:

- Require more proof of an inability to pay
- Require payment of an administrative fee to cover the costs of staff review.
- Require defendants to make payments at least twice a month, and to physically return to court for review.
- Incarceration

Of these, incarceration is probably most effective but has the most barriers.

- Cannot jail individuals for inability to pay, only refusal to pay
- Incarceration Fees of \$44 a day (**Exhibit 3**)

C. Streamline Court Operations

- Video in person arraignment
- Brochure explaining procedures given out with citations
- Further combination of dockets
- Remodel offices

REQUEST COMMISSION TAKE FOLLOWING ACTIONS:

- 1. Authorize Municipal Judge Jones to recall all warrants issued prior to 2005.**
- 2. Authorize Judge Jones to review citations deemed uncollectible, certify that list to the City Treasurer, and write those amounts off the books.**
- 3. Certify the fines to the District Court, and enter them as money judgments against the individuals; then proceed to collection as with any other money judgment.**
- 4. Authorize an administrative fee of \$10 for the supervision of a payment plan.**

- 5. Authorize a “book in” fee of \$50 and suspension/waiver of incarceration fees.**
- 6. Change the full-time for nine months Lake Ranger/Marshal position to a full-time twelve month Marshal position for the Municipal Court Clerk’s office.**

We will closely monitor these modifications and report to you in six months.

We will be coming to you in the near future to recommend changes to the City ordinances relating to the operations of Municipal Court, including other fee increases.

We would be remiss if we did not acknowledge the creative ideas and hard work of all the employees in the Municipal Court Clerk’s Office and the Marshal’s Office. They work long hours, not only without complaint, but with a positive attitude. They see a number of very unhappy and sometimes extraordinarily rude people every day without reacting in kind. They are outstanding ambassadors for the City, and we appreciate them.

Municipal Court Report to Commission

Exhibit 1

Baseline Statistics

June 30, 2011

Warrants Issued	3,647
Warrants Served	3,335
Citations Filed	6,580
Collected on Warrants	\$237,001
Total Collections	\$702,907

Exhibit No. 2

Improvement as of April 30, 2013

April 30, 2013:

Warrants Issued	5,527	
Warrants Served	4,784	
Warrants Outstanding	7,347*	
Citations Issued	5,654	(Projection: 6,684)
Collected on Warrants	\$339,852	(Projection: \$407,822)
Total Collected	\$839,436	(Projection: \$923,379)

Increase of warrant collections from FY 11: 72% (\$171,000)

Increase in total collections from FY 11: 32% (\$220,000)

*2,291 issued prior to January 1, 2005. All court records that old can be destroyed under city and state record retention policies.

Exhibit No. 3

Municipal Court Report to Commission

Collection/Incarceration Costs

Thirty five individuals owe more than \$2,500 to the City of Shawnee for multiple offenses plus charges of failure to appear and incarceration fees.

Taking only the first ten alphabetically, here is the collection history as of 4-30-13:

Name	Total Owed	Cash Payments Made	Incarceration Fees
G. Anderson	\$4,294.35	\$ 70.00	\$1,749.70
T. Beaver	3,025.01	----	1,409.75
J. Blanchard	2,978.05	74.00	2,246.10
J. Carder	2,574.65	---	1,056.00
J. Conrod	2,930.00	223.00	44.00
L. Cummings	7,101.05	79.00	4,753.05
D. Daggs	2,892.30	---	2,544.57
C. Deere	2,630.56	----	1,907.59
C. Downs	3,253.00	---	2,860.00
G. Dudley	2,617.15	----	1,628.00
Totals	34,296.12	446.00	20,198.86

We have spent \$20,198.86 to collect \$446 from these ten individuals.

Regular Board of Commissioners

8.

Meeting Date: 05/20/2013

Lien Release

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on request by Darrell Bryan to release lien No. L-12-783 in the amount of \$175.00 for property located at 528 N. Union.

Attachments

Request for Lien Release 528 N Union




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

MEMORANDUM

AGENDA: May 20, 2013

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director 

RE: Request by Darrell Bryan to release lien at 528 N. Union Street

SUMMARY OF REQUEST

Mr. Darrell Bryan, owner of a single-family residence at 528 N. Union requests that the City Commission release a City lien in the amount of \$175.00. The lien was placed on the property by the City after the City's contractor mowed the property and removed debris.

STAFF FINDINGS

In October of 2012 Mr. Bryan was sent notice that his property was in violation of City ordinances (see attached), including tall grass and weeds and accumulation of brush and debris. Figures 1-3 illustrate site conditions as they were in October 2012.

The fees are as follows: Mowing (\$30), Debris Removal (\$45), City Fine/Fee (\$100), **Total: \$175**

STAFF RECOMMENDATION

It is Staff's understanding that Mr. Bryan contends that he mowed the property prior to arrival of the City's contractor and that the debris that was removed by the City's contractor included a wood ramp that had monetary value.

Staff contends that the City contractor mowed the property and that any work undertaken by Mr. Bryan was not complete. Staff has no way to verify the condition of the wood ramp that Mr. Bryan claims was of value. Figure 3 appears to indicate that the ramp was in poor condition. However, because of the uncertainty, Staff has no objection to waiving the \$45.00 debris removal fee. The City Commission may also waive the \$100 fine at their discretion. Staff recommends retaining the \$30 mowing fee as the City was billed for this work and it was completed.



Figure 1: View of 528 N. Union prior to mowing, October 15, 2012.



Figure 2: View of 528 N. Union after City contractor completed mowing, October 22, 2012.



Figure 3: View of wood ramp structure, October 2012.

Attachments

From: Darrell Bryan [<mailto:darrelldbryan@yahoo.com>]
Sent: Friday, May 10, 2013 12:45 PM
To: Brian Mcdougal
Subject: Re: Lien on your property on Union Avenue

I would like to be on the May 20 agenda to ask that the lien on 528 N. Union be released. I dont feel like i should have been charged for this. The contractor should not have been sent and they did not mow the yard and they took something with value not haul off debris. Thank You Darrell Bryan

From: Brian Mcdougal <BMcdougal@shawneeok.org>
To: "darrelldbryan@yahoo.com" <darrelldbryan@yahoo.com>
Cc: Justin Erickson <JErickson@shawneeok.org>; Mary Ann Karns <MaryAnn.Karns@shawneeok.org>
Sent: Thu, May 9, 2013 1:49:11 PM
Subject: Lien on your property on Union Avenue

Mr. Bryan:

Please email me back your request for which date...May 20 or June 3rd and a brief description of your request along with it. The City Commission is the only one that can release the lien.

Thank you for your time.

Brian

Brian McDougal, Manager
City of Shawnee
16 W. 9th Street
Shawnee, OK. 74801
405-878-1601 office

L-12-783



The City of Shawnee
PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 878-1602 Fax (405) 878-1587
www.ShawneeOK.org

CITY CLERK
OFFICE

201200017929
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
11-02-2012 At 10:19 am.
LIEN 15.00

DARRELL BRYAN
34482 NEW HOPE RD
TECUMSEH OK 74873-5303

NOTICE OF LIEN CLAIMED BY THE CITY OF SHAWNEE, OKLAHOMA

Comes now the City of Shawnee, Oklahoma, and its City Clerk, hereby files a Notice of Lien claimed by the City of Shawnee, Oklahoma against the following owner(s) as listed above.

And hereby gives Notice that the legal owner of record was contacted by certified letter that this property(ies) had become detrimental to the health, benefit and welfare of the public and the community, a hazard to traffic, or created a fire hazard to the danger of property due to the accumulation of trash or the growth of weeds or grass, as defined by ordinance of said City; said real property which is situated within the corporate limits of the City of Shawnee, Pottawatomie County, Oklahoma is described as follows:

Address: 528 N UNION AVE, SHAWNEE OKLAHOMA
Legal Description: MORNING VIEW BLOCK 1 E71 LOT 13
IN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

Said City and its Clerk do further give Notice that said City has and claims a lien against said property for the amount shown below as the actual costs found by said City for clearing of said problem(s) on the site hereof. The legal owner of the property was provided sufficient time for completion of said work and has failed to remove said problem(s). Such costs of said work shall be paid by the owners of and the holders of mortgage or other liens against said property or such costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law and shall be and continue a lien against said property until paid.

LIEN AMOUNT: \$175.00



THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: Donna Mayo
DONNA MAYO
DEPUTY CITY CLERK

State of Oklahoma)
County of Pottawatomie) ss:

The foregoing instrument was acknowledged before me Thursday, November 01, 2012, by Donna Mayo, Deputy City Clerk of the City of Shawnee, Oklahoma.

Lisa B. Lanyon
NOTARY PUBLIC

My Commission Expires: 01/31/2013
Notary # 05001067





The City of Shawnee
 PO Box 1448
 Shawnee Oklahoma 74802-1448
 (405) 878-1602 Fax (405) 878-1587
www.ShawneeOK.org

CITY CLERK
 OFFICE

DARRELL BRYAN
 34482 NEW HOPE RD
 TECUMSEH OK 74873-5303

STATEMENT AND DEMAND FOR PAYMENT OF COSTS
 OF CLEANING, MOWING, OR REMOVAL OF DEBRIS FROM PROPERTY

TO: The property owner(s) and holder(s) of Mortgage and other liens against the following described property located in Shawnee, Pottawatomie County, Oklahoma, to-wit:

Address: 528 N UNION AVE, SHAWNEE OKLAHOMA
 Legal Description: MORNING VIEW BLOCK 1 E71 LOT 13
IN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

You are hereby given the following Statement and Demand:

STATEMENT

The Community Development Director of said City, found and determined the amount as shown below to be the actual costs of cleaning, mowing and/or removal of debris from the above described real property. A Notice of Lien securing payment of said actual cost amount has been filed in the office of the County Clerk of said County and recorded as Lien No shown below. Ordinance No. 1584NS of the City of Shawnee, Oklahoma, authorizes the above matters and provides that if said costs are not paid by you or any of you within 30 days from the date of mailing as shown below to you this Statement and Demand, the County Treasurer of said County shall be caused to levy said costs on said real property and collect them as are other taxes authorized by law. Further provision is that said costs and the interest thereon shall be lien co-equal with ad-valorem taxes and all other taxes and special assessments and shall be prior to and superior to all other titles and liens against the property. This lien shall continue until the cost is fully paid.

LIEN NO. L-12-783
 LIEN AMOUNT: \$175.00



THE CITY OF SHAWNEE, OKLAHOMA
 A MUNICIPAL CORPORATION

BY: Phyllis Loftis
 PHYLLIS LOFTIS, CMC
 CITY CLERK

State of Oklahoma)
)
 County of Pottawatomie) ss:

The foregoing instrument was acknowledged before me Friday, November 02, 2012, by Phyllis Loftis, City Clerk of the City of Shawnee, Oklahoma.

Dix B. Keyou
 NOTARY PUBLIC

My Commission Expires: 01/31/2013
 Notary # 05001067





The City of Shawnee
PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 878-1602 Fax (405) 878-1587
www.ShawneeOK.org

CITY CLERK
OFFICE

CERTIFICATION

TO: POTTAWATOMIE COUNTY TREASURER

In accordance with Section 7-330, Article XI, Chapter 7 of the Code of the City of Shawnee, Oklahoma, a municipal corporation, relating to the removal of public nuisances, I, the undersigned, the duly qualified and acting City Clerk of said City, do hereby certify that the charges listed below are due and owing to the City of Shawnee; that a demand for payment was made to the owner of the property at the address shown by the current tax rolls in the office of the treasurer of Pottawatomie County; that the costs listed below were not paid within thirty days from the date of said demand for payment; and that such charges are to be levied by you upon the property and are to be collected by you in the manner prescribed by the laws of the State of Oklahoma and the above-referenced Ordinance of the City of Shawnee, Oklahoma.

Such costs and interest thereon shall, as provided in said Ordinance, be a lien against said property as shown herein:

LIEN NO.: L-12-783
LIEN AMOUNT: \$175.00

DATED THIS 1ST DAY OF FEBRUARY, 2013.



Donna Mayo, Deputy City Clerk

Owner: DARRELL BRYAN
34482 NEW HOPE RD
TECUMSEH OK 74873-5303

Address: 528 N UNION AVE, SHAWNEE OKLAHOMA
Legal Description: MORNING VIEW BLOCK 1 E71 LOT 13
IN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.



Address: 528 N UNION AVE



The City of Shawnee
 PO Box 1448
 Shawnee Oklahoma 74802-1448
 (405) 878-1602 Fax (405) 878-1587
www.ShawneeOK.org

**ACTION CENTER
 DIVISION**

**DARRELL BRYAN
 34482 NEW HOPE RD
 TECUMSEH OK 74873-5303**

NOTICE

DARRELL BRYAN
 (Owners, Heirs, and Claimants)

NOTICE is hereby given that the following described real property has become detrimental to the health, benefit and welfare of the public and the community, a hazard to traffic, or creates a fire hazard to the danger of property due to the accumulation of trash, junk, debris or the growth of weeds or grass. Said real property which is situated within the corporate limits of the City of Shawnee, Pottawatomie County, Oklahoma, is described as follows:

Legal Description: **MORNING VIEW BLOCK 1 E71 LOT 13**

Address: **528 N UNION AVE**

Problem: **TALL GRASS & WEEDS SHALL BE MOWED AND BRUSH AND DEBRIS SHALL BE REMOVED**

YOU ARE HEREBY NOTIFIED to remove said problem(s) on the above described real property. Unless such work is performed within ten (10) days from the date of this Notice, the work shall be performed by the City, and/or a citation may be issued. Upon completion of such work by the City, the costs thereof, including the cost of labor, machinery, rental, depreciation, fuel, supplies, cost of notice and/or other costs, shall be paid by you. If such cost are not paid within thirty (30) days, a lien shall be filed with the County Clerk of Pottawatomie County against the real property for the costs due and owing the City and such costs shall be certified to the County Treasurer of Pottawatomie County to be levied upon said property and to be collected by the County Treasurer as taxes upon said real estate.

YOU ARE FURTHER NOTIFIED that you may request a hearing within ten (10) days from the date of this Notice to determine where the accumulation of trash, junk, debris or the growth of weeds or grass on said property has caused the property to become detrimental to the health, benefit and welfare of the public and the community, a hazard to traffic, or creates a fire hazard to the danger of property. To request a hearing, contact the Action Center at 405-878-1602. At the hearing, you may appear personally or by your attorney and may present evidence, testimony or other relevant information in your behalf concerning conditions existing on said property and may cross-examine witnesses against you. By failing to request a hearing within the prescribed time, you waive all rights to such hearing and the City may proceed as stated above without further notice to you.

YOU ARE FURTHER NOTIFIED that any accumulation of trash, junk debris or excessive weeds or grass growth on said property occurring within six (6) months after the removal of trash, junk, debris or cutting or mowing of weeds or grass on the property pursuant to this Notice may be summarily abated by the City without further prior notice to you. The costs of such abatement shall be assessed against you and a lien shall be imposed on the property to secure such payment, all without further prior notice to you.

DATED: Wednesday, October 03, 2012

THE CITY OF SHAWNEE, OKLAHOMA
 A MUNICIPAL CORPORATION

By: *Warren Ingersoll*
 WARREN INGERSOLL, ACTION CENTER

*10-3-12 Justice KK, 10-15-12
 10-15-12 soil crew 2 AMow 3A (Brush) Load
 10-22-12 Crew Done R/R 10-26-12*

Regular Board of Commissioners

9.

Meeting Date: 05/20/2013

SCCDA Presentation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation by Mike Jackson, Operations Manager, Heart of Oklahoma Exposition Center, on capital improvement budget request for the Shawnee Civic and Cultural Development Authority.

Regular Board of Commissioners

10.

Meeting Date: 05/20/2013

Contract Review Recommendation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on Community Service Contract Review Committee Recommendations for contract with Chamber of Commerce regarding Convention and Visitors Bureau.

Attachments

Recommendation

COMMUNITY SERVICE CONTRACT REVIEW COMMITTEE
RECOMMENDATIONS TO THE CITY COMMISSION
FOR FISCAL YEAR 2013-2014

1. Consider renewal of contract with Shawnee Convention and Visitors' Bureau for FY 2013-2014.

RECOMMENDATION: To renew a contract with the Shawnee Convention and Visitors' Bureau for FY 2013-2014 on a 60-day increment basis to give the Shawnee Convention and Visitors' Bureau time to get their audit completed.

Regular Board of Commissioners

11.

Meeting Date: 05/20/2013

Public Hearing Budget

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and presentation of the budget for FY 2013-2014 for the City of Shawnee.

Attachments

Budget General

City of
SHAWNEE

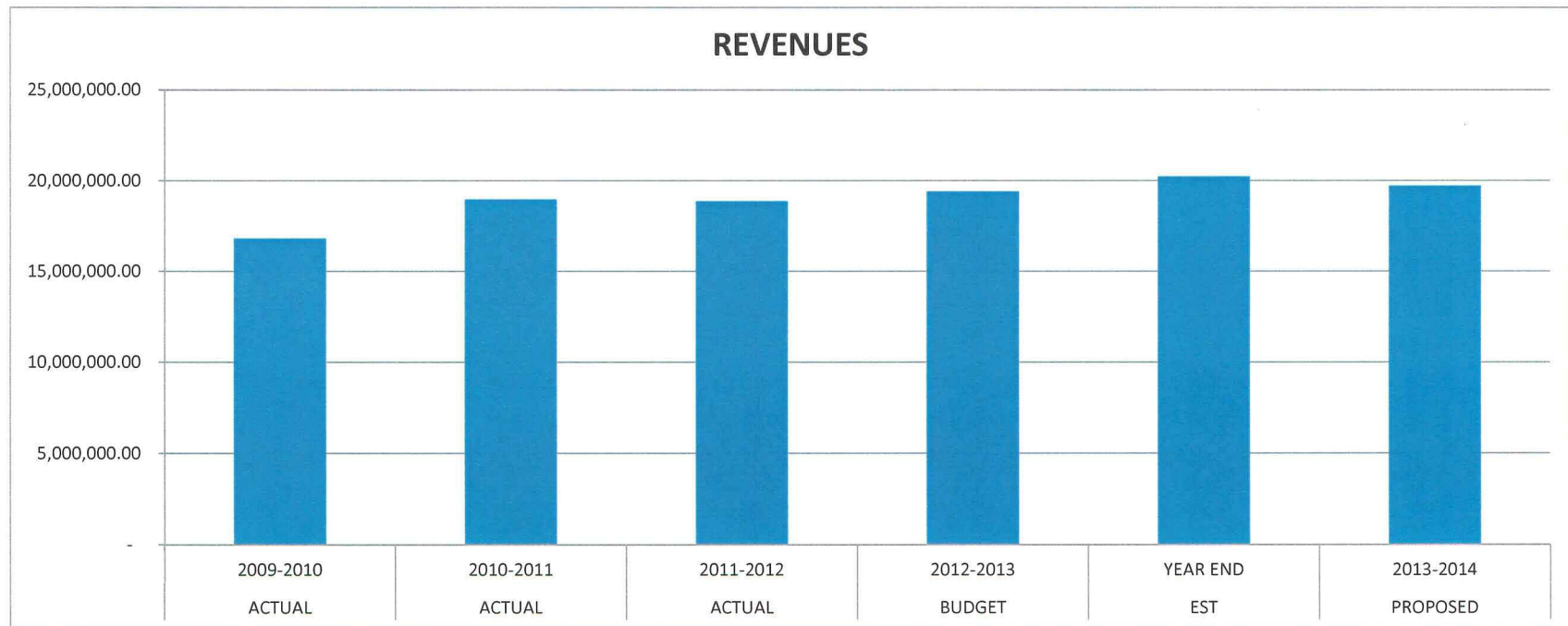
05/20/2013

Public Hearing

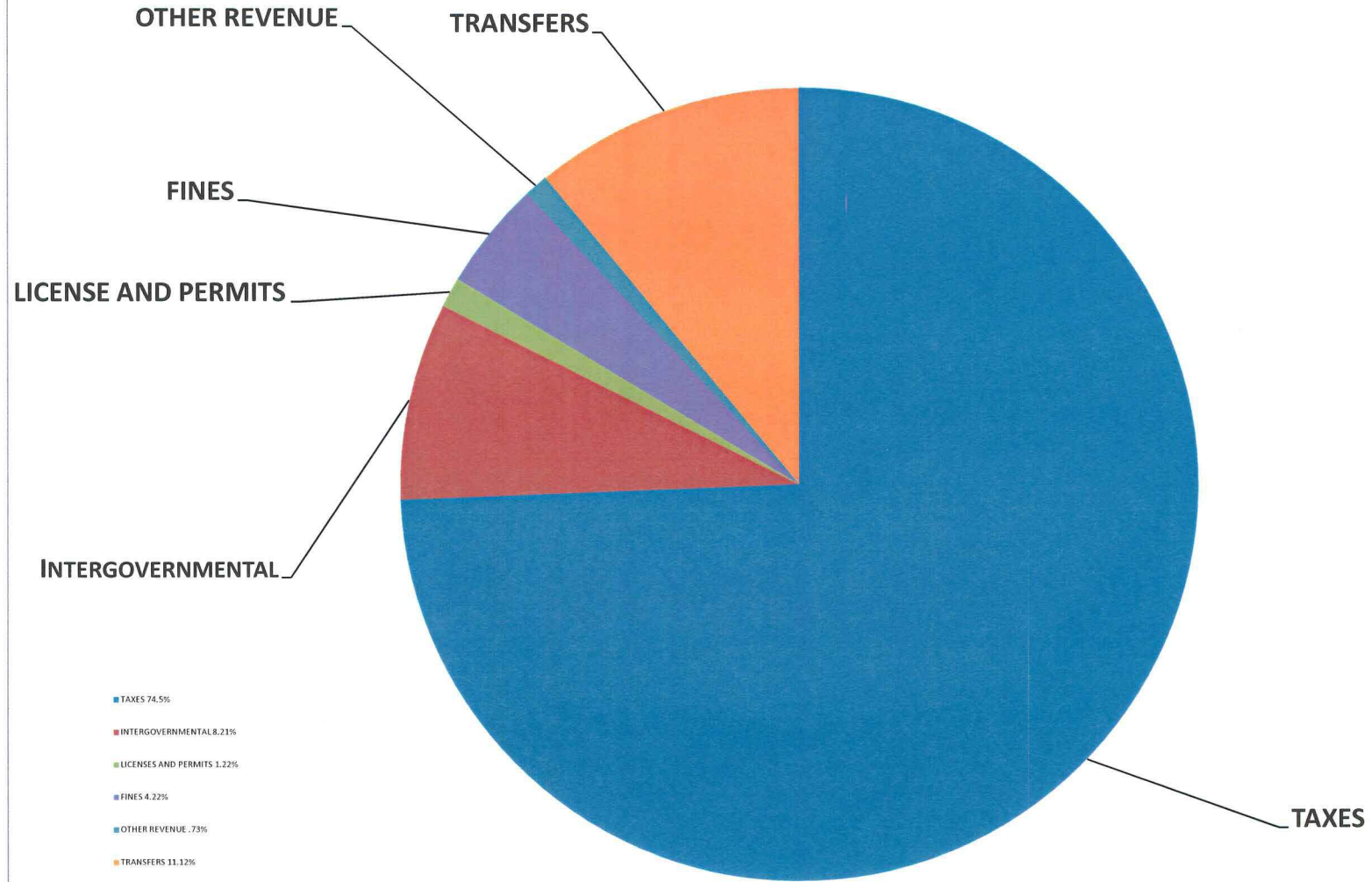
Fiscal Year 2013-2014

**REVENUES
GENERAL FUND**

	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	EST YEAR END	PROPOSED 2013-2014	
TAXES	12,917,581.89	13,677,328.00	13,977,492.00	14,458,600.78	15,022,325.70	14,673,292.52	74.39%
INTERGOVERNMENTAL	1,456,370.68	1,544,868.00	1,614,632.00	1,594,615.00	1,695,406.71	1,587,633.58	8.05%
LICENSES AND PERMITS	227,482.59	236,473.00	187,033.00	237,500.00	231,690.00	238,500.00	1.21%
FINES & FOREFIETES	509,371.43	578,710.00	722,336.00	820,000.00	838,948.65	870,500.00	4.41%
OTHER REVENUE	246,737.62	1,068,060.00	213,349.00	150,665.00	254,080.80	192,400.00	0.98%
TRANSFERS	1,452,767.48	1,869,740.00	2,161,745.00	2,154,593.16	2,200,000.00	2,161,639.09	10.96%
TOTAL REVENUES	16,810,311.69	18,975,179.00	18,876,587.00	19,408,473.94	20,242,451.86	19,723,965.20	100.00%



REVENUES



GENERAL FUND

Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
001 4001	SALES TAX	10,239,508.66	10,743,301.00	11,003,064.00	11,300,000.00	11,805,016.50	11,300,000.00
001 4002	USE TAX	730,084.51	954,397.00	909,570.00	922,000.00	964,908.70	1,000,000.00
001 4003	ALCOHOLIC BEVERAGE TAX	100,632.22	104,401.00	103,692.00	105,000.00	111,413.00	120,000.00
001 4006	CIGARETTE TAX	217,124.14	233,509.00	238,452.00	260,000.00	242,000.00	250,000.00
001 4013	ONG FRANCHISE TAX	296,325.05	250,416.00	225,048.00	275,000.00	252,379.00	275,000.00
001 4014	OG&E FRANCHISE TAX	1,048,370.35	1,045,293.00	1,172,830.00	1,200,000.00	1,258,484.16	1,324,292.52
001 4015	SOUTHWESTERN BELL FRANCH.	87,289.78	81,717.00	73,858.00	95,000.00	75,000.00	75,000.00
001 4016	ALLEGIANCE COMM FRANCHISE	108,317.62	110,445.00	90,102.00	110,000.00	108,609.19	112,000.00
001 4017	OCCUPATIONAL TAX	14,250.00	12,550.00	17,100.00	17,000.00	17,000.00	17,000.00
001 4018	CVEC FRANCHISE	57,274.28	112,741.00	115,118.00	150,000.00	123,000.00	150,000.00
001 4049	NUISANCE / OTHER TAXES	18,405.28	28,558.00	28,658.00	25,000.00	64,515.15	50,000.00
	TOTAL TAXES	12,917,581.89	13,677,328.00	13,977,492.00	14,459,000.00	15,022,325.70	14,673,292.52
001 4101	FEDERAL GRANT REVENUE	224,298.83	326,532.00	151,235.00	100,000.00	165,807.16	100,000.00
001 4102	STATE GRANT REVENUE	17,154.72	7,714.00	83,279.00	-	35,918.66	-
001 4103	CIVIL DEFENSE GRANT REV.	-	11,209.00	-	-	-	-
001 4104	INTERLOCAL AGREE. REV.	-	-	-	-	-	-
001 4106	INCARCERATION COSTS	63,631.70	70,724.00	61,525.00	65,000.00	72,145.75	75,000.00
001 4107	DRUG FORFEITURES (COUNTY)	-	-	-	-	-	-
001 4108	GORDON COOPER INTERLOCAL	-	-	-	-	-	-
001 4111	SHAWNEE HOUSING AUTH./ IA	57,896.00	65,590.00	34,848.00	49,000.00	49,000.00	49,000.00
001 4112	INDEPEND. SCHOOL DIST./IA	72,615.00	72,615.00	72,615.00	72,615.00	72,615.00	72,615.00
001 4113	RE-ACT - IA	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
001 4147	LEPC GRANT REVENUE	5,766.43	3,991.00	3,602.00	4,000.00	3,937.00	4,000.00
001 4155	UNZER GRANT			89,780.00	89,000.00	91,983.14	95,018.58
001 4148	OTHER GRANT REVENUE		-	-	200,000.00	189,000.00	177,000.00
001 4149	OTHER INTERGOVT. REV.	1,000,008.00	971,493.00	1,102,748.00	1,000,000.00	1,000,000.00	1,000,000.00
	TOTAL INTERGOVERNMENTAL	1,456,370.68	1,544,868.00	1,614,632.00	1,594,615.00	1,695,406.71	1,587,633.58
001 4201	LICENSES-SMA LICENSES	5,018.00	8,276.00	17,800.00	-	-	-
	BUILDING PERMITS	88,960.69	91,208.00	97,935.00	150,000.00	145,000.00	150,000.00
001 4203	PLUMBING PERMITS	14,790.40	14,790.00	15,280.00	20,000.00	23,500.00	23,500.00
001 4204	ELECTRICAL PERMITS	2,969.50	4,105.00	3,135.00	5,000.00	4,890.00	5,000.00
	BUSINESS LICENSES						

GENERAL FUND

Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
001 4205	ZONING PERMITS & APPLICATIONS	8,758.00	7,901.00	7,627.00	12,500.00	12,500.00	12,500.00
001 4206	HEATING & A/C PERMITS	10,479.00	13,630.00	15,920.00	15,000.00	15,000.00	15,000.00
001 4209	LAKE PERMITS	34,210.50	38,277.00	-	-	-	-
001 4210	REGISTRATIONS	25,925.00	27,975.00	-	-	-	-
001 4211	LAKESIDE INSPECTIONS	1,275.00	863.00	-	-	-	-
001 4212	PET LICENSES & POUND FEE	14,424.50	10,623.00	7,911.00	12,500.00	8,300.00	10,000.00
001 4215	DEMOLITION PERMITS	-	-	-	-	-	-
001 4216	GARAGE SALE PERMITS	11,722.00	10,660.00	12,230.00	14,000.00	14,000.00	14,000.00
001 4249	OTHER PERMITS	8,950.00	8,165.00	9,195.00	8,500.00	8,500.00	8,500.00
	TOTAL LICENSES AND PERMITS	227,482.59	236,473.00	187,033.00	237,500.00	231,690.00	238,500.00
001 4301	MUNICIPAL COURT FINES	371,320.49	466,731.00	569,372.00	650,000.00	628,000.00	650,000.00
001 4302	MUNICIPAL COURT COSTS	129,087.94	86,619.00	99,586.00	115,000.00	158,448.65	160,000.00
001 4304	JUVENILE ADMIN. COSTS	3,677.00	1,801.00	2,724.00	3,000.00	3,000.00	3,000.00
001 4305	JUVENILE FINES	5,286.00	2,127.00	7,237.00	10,000.00	7,500.00	7,500.00
	INCARCERATION COSTS		32.00	17.00	-	-	-
001 4350	VECH IMPOUND FEES	-	21,400.00	43,400.00	42,000.00	42,000.00	50,000.00
	TOTAL FINES	509,371.43	578,710.00	722,336.00	820,000.00	838,948.65	870,500.00
001 4517	INSUFFICIENT CHECK FEES	165.00	346.00	132.00	275.00	500.00	500.00
001 4601	LAKESITE LEASE RENTAL REV	47,147.53	60,181.00	-	-	-	-
001 4604	COEDD BLDG. RENTAL REV.	16,596.84	16,597.00	16,597.00	16,600.00	16,600.00	16,600.00
001 4696	T-MOBILE TOWER RENTAL	9,240.00	9,240.00	10,164.00	9,240.00	10,164.00	10,500.00
001 4699	OTHER RENTAL REVENUE	601.00	601.00	8,601.00	4,000.00	4,000.00	4,000.00
001 4701	INTEREST INCOME	15,456.43	14,031.00	10,691.00	15,000.00	5,200.00	5,500.00
001 4702	INTEREST INC. - SALES TAX	14,642.29	13,870.00	10,389.00	14,200.00	11,000.00	12,500.00
001 4703	INTEREST INC. - USE TAX	1,024.33	1,004.00	1,032.00	1,000.00	1,000.00	1,000.00
001 4803	OIL & GAS ROYALTIES	16,748.83	19,945.00	22,978.00	20,000.00	21,650.00	22,500.00
001 4804	INSURANCE RECOVERY	5,479.29	213,234.00	9,777.00	-	6,075.00	-
001 4806	CEMETERY LOT SALES	9,747.50	7,525.00	8,269.00	9,500.00	13,800.00	14,000.00
001 4807	OTHER CEMETERY REVENUE	18,235.08	17,590.00	24,913.00	22,000.00	23,250.00	25,000.00
001 4808	FIRE RUNS	2,975.00	8,535.00	1,550.00	3,000.00	4,000.00	4,000.00
001 4809	SALE OF SURPLUS PROPERTY	1,636.53	8,464.00	32,163.00	10,000.00	77,890.36	30,000.00
001 4810	PROPERTY RESALE DISTB.	-	-	-	-	-	-
001 4811	MISC. GIFTS AND DONATIONS	4,482.50	258.00	5.00	-	-	-

GENERAL FUND

Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
001 4812	CASH LONG/SHORT	(89.00)	5.00	108.00	-	-	-
001-4820	PCDA REVENUE	-	-	-	7,500.00	7,500.00	-
001 4822	OTHER MISC. REVENUE	9,228.55	6,351.00	11,152.00	7,500.00	12,500.00	10,000.00
001 4823	MISC REVENUE-FINGER PRINTING	-	2,200.00	1,520.00	2,000.00	2,000.00	2,000.00
001 4825	REFUNDS & REIMBURSMENTS	58,745.18	660,489.00	34,308.00	-	27,726.44	25,000.00
001 4826	COUNTY PRISONER-REIMBURSE	-	-	-	-	-	-
001 4827	PROJECT HEART REVENUE	5,500.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
001 4828	PHONE REIMBURSMENTS	1,064.13	651.00	34.00	250.00	325.00	300.00
001 4840	PLANNING COPY/MAP FEES	87.75	12.00	39.00	100.00	300.00	250.00
001 4841	ENGINEERING COPY/SPEC. FEES	8,022.86	931.00	2,927.00	2,500.00	2,600.00	2,750.00
001 4860	SAFE ROOM REBATE REVENUE	-	-	-	-	-	-
001 4870	INTERDEPARTMENTAL REVENUE	-	-	-	-	-	-
	TOTAL OTHER REVENUE	246,737.62	1,068,060.00	213,349.00	150,665.00	254,080.80	192,400.00
001 4915	REPAYMENT OF LOAN sma	-	-	250,000.00	250,000.00	250,000.00	250,000.00
001 4925	TRANSFER FROM SMA	764,000.04	1,100,000.00	1,125,000.00	1,100,000.00	1,100,000.00	1,100,000.00
001 4930	TRANSFER FROM CDBG 02	-	-	-	-	-	-
001 4943	TRNS FROM POLICE TAX FUND	294,383.74	334,870.00	343,372.00	352,296.58	375,000.00	355,819.55
001 4944	TRANSF FROM FIRE TAX FUND	294,383.74	334,870.00	343,373.00	352,296.58	375,000.00	355,819.55
001 4950	TRANSFER FROM CAPITAL IMPRV	-	-	-	-	-	-
001 4951	TRANSFER FROM STREET IMPV	99,999.96	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
	TOTAL TRANSFERS	1,452,767.48	1,869,740.00	2,161,745.00	2,154,593.16	2,200,000.00	2,161,639.09
	TOTAL REVENUE	16,810,311.69	18,975,179.00	18,876,587.00	19,416,373.16	20,242,451.86	19,723,965.20

SUMMARY-EXPENSES

DEPARTMENT	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
CITY MANAGER	\$ 358,275.00	\$ 375,577.00	\$ 427,477.00	\$ 616,498.07	\$ 506,721.55	\$ 532,364.80
CITY ATTORNEY	\$ 102,771.00	\$ 207,021.00	\$ 199,852.00	\$ 247,781.77	\$ 245,701.41	\$ 247,172.89
ACCOUNTING	\$ 420,269.00	\$ 482,889.00	\$ 527,493.00	\$ 505,314.79	\$ 498,974.47	\$ 558,036.51
INFORMATION SERVICES	\$ 342,447.00	\$ 342,402.00	\$ 362,306.00	\$ 402,466.40	\$ 377,121.69	\$ 392,533.19
MUNICIPAL COURT	\$ 301,592.00	\$ 317,252.00	\$ 523,446.00	\$ 500,907.28	\$ 508,680.79	\$ 576,380.52
CITY CLERK	\$ 198,319.00	\$ 201,678.00	\$ 238,047.00	\$ 336,718.52	\$ 336,017.48	\$ 321,012.47
HUMAN RESOURCES	\$ 345,178.00	\$ 336,752.00	\$ 284,511.00	\$ 378,082.95	\$ 362,470.66	\$ 406,108.05
COMMUNITY DEVELOP	\$ 482,853.00	\$ 537,591.00	\$ 705,941.00	\$ 780,407.55	\$ 738,791.74	\$ 787,808.06
POLICE ADMINISTRATION	\$ 610,170.00	\$ 603,742.00	\$ 463,029.00	\$ 526,133.08	\$ 506,891.36	\$ 509,161.42
POLICE PATROL	\$ 3,460,794.70	\$ 3,351,898.00	\$ 4,015,552.00	\$ 4,530,448.41	\$ 4,472,807.85	\$ 4,633,132.17
CRIMINAL INVESTIGATION	\$ 457,755.30	\$ 461,748.00	\$ 518,057.00	\$ 592,055.33	\$ 566,732.46	\$ 600,708.89
ANIMAL CONTROL	\$ 171,453.00	\$ 230,996.00	\$ 244,847.00	\$ 247,973.47	\$ 238,446.35	\$ 246,765.76
DISPATCH	\$ 538,478.00	\$ 532,154.00	\$ 532,712.00	\$ 629,283.30	\$ 677,956.19	\$ 662,403.11
UNZNER GRANT	\$ -	\$ -	\$ -	\$ -	\$ 89,350.00	\$ 95,018.58
FIRE PREVENTIONS	\$ 426,348.00	\$ 431,909.00	\$ 372,367.00	\$ 581,055.20	\$ 632,879.44	\$ 585,772.32
FIRE SUPPRESSION	\$ 4,291,560.00	\$ 4,132,152.62	\$ 4,210,794.62	\$ 4,590,912.83	\$ 4,232,522.31	\$ 4,223,672.43
FIRE TRAINING	\$ 132,034.00	\$ 134,206.00	\$ 153,294.00	\$ 182,385.50	\$ 171,498.41	\$ 187,674.43
EMERGENCY MANAGEMENT	\$ 274,332.00	\$ 307,375.00	\$ 265,180.00	\$ 332,784.75	\$ 291,047.83	\$ 320,905.31
LEPC	\$ 4,465.72	\$ 4,082.00	\$ 1,772.00	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00
ENGINEERING	\$ 384,519.40	\$ 360,068.00	\$ 398,297.00	\$ 440,449.01	\$ 421,293.59	\$ 530,234.82
STREETS	\$ 706,601.32	\$ 645,517.00	\$ 701,030.00	\$ 839,436.28	\$ 803,322.68	\$ 845,509.12
TRAFFIC CONTROL	\$ 234,761.57	\$ 230,307.00	\$ 255,835.00	\$ 283,576.64	\$ 276,604.66	\$ 281,915.23
PARKS	\$ 650,363.00	\$ 456,476.00	\$ 593,174.00	\$ 694,445.36	\$ 652,111.88	\$ 697,952.74
CEMETERY	\$ 201,552.00	\$ 182,367.00	\$ 183,265.00	\$ 208,312.07	\$ 194,546.27	\$ 196,078.67
MUNICIPAL AUDITORIUM	\$ 13,000.00	\$ 27,212.00	\$ 8,200.00	\$ 16,225.00	\$ 9,679.00	\$ 10,000.00
COMMUNITY CENTER	\$ 53,275.00	\$ 44,469.00	\$ 39,329.00	\$ 44,000.00	\$ 42,125.00	\$ 45,000.00
SENIOR CITIZENS	\$ 78,100.00	\$ 74,279.00	\$ 75,050.00	\$ 76,408.00	\$ 75,588.00	\$ 79,291.00
EXPO	\$ 471,542.00	\$ 427,260.00	\$ 454,674.00	\$ 503,626.49	\$ 500,278.50	\$ 496,939.55
EQUIPMENT SERVICES	\$ 342,571.00	\$ 329,880.00	\$ 326,349.00	\$ 313,976.08	\$ 348,579.30	\$ 354,606.79
BUILDING MAINTENANCE	\$ 71,260.00	\$ 885,441.00	\$ 42,168.00	\$ 82,693.23	\$ 55,352.81	\$ 81,267.60
TRANSFERS	\$ 74,000.00	\$ 74,000.00	\$ 74,000.00	\$ 74,000.00	\$ 157,000.00	\$ 124,640.00
TRANSFER TO FUND BALANCE						\$ 88,348.76
	\$ 16,200,640.01	\$ 16,728,700.62	\$ 17,198,048.62	\$ 19,389,407.90	\$ 18,996,643.71	\$ 19,723,965.19
					\$ 20,242,451.86	\$ 19,723,965.20
ESTIMATE OF ADDITIONAL FUND BALANCE					\$ 1,245,808.15	\$ 0.00

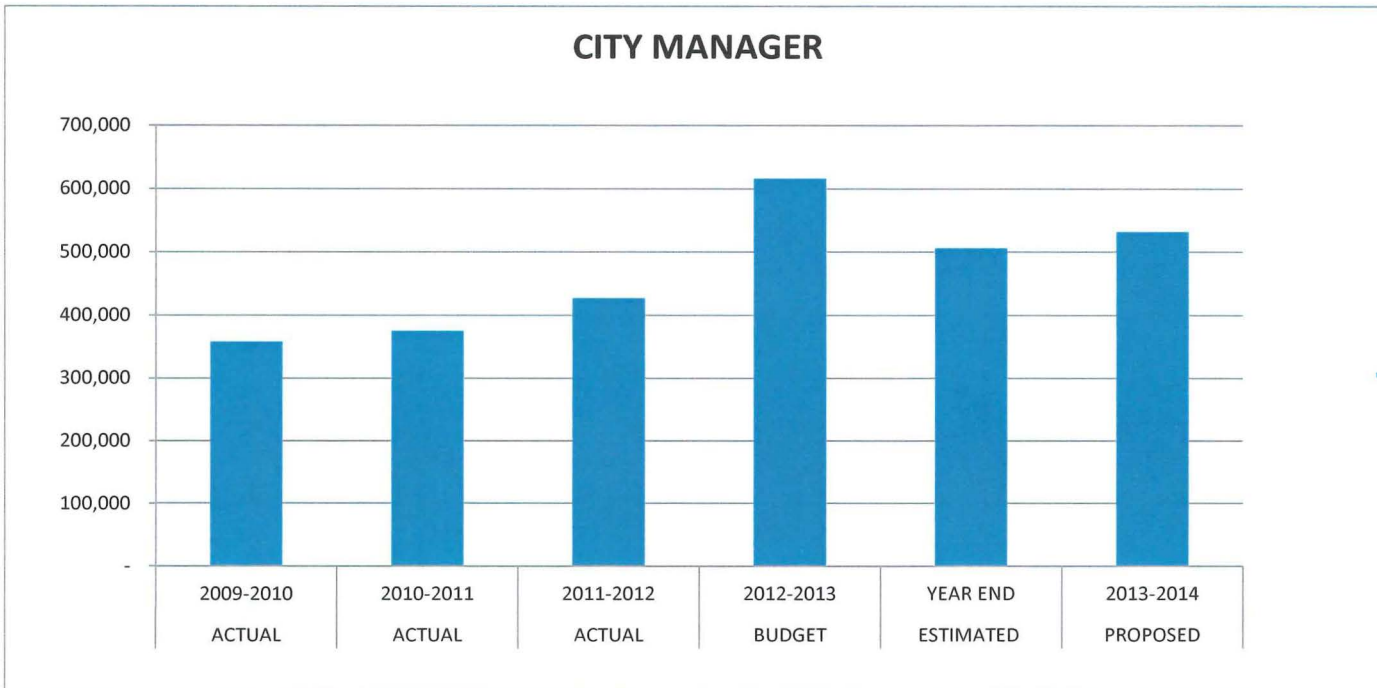
CITY MANAGER

PERSONAL SERVICES	\$	251,814.80
MATERIAL AND SUPPLIES	\$	6,200.00
OTHER SERVICES AND SUPPLIES	\$	274,350.00

TOTAL CITY MANAGER \$ 532,364.80

TOTAL EMPLOYEES 2

% OVER LAST YEARS BUDGET -13.65%



**CITY MANAGER
DEPT 110**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0110-5101	REGULAR SALARIES	146,032	146,399	149,261	256,882	177,850	162,635
	PART-TIME SALARIES	-	-	-	5,000	-	5,000
5-0110-5102	OVERTIME	245	-	-	500	-	500
5-0110-5104	LONGEVITY	1,001	1,001	1,004	957	250	250
5-0110-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0110-5106	EDUCATIONAL INCENTIVES	250	250	251	250	250	250
5-0110-5111	FICA	9,108	9,037	9,301	16,343	8,293	10,455
5-0110-5112	MEDICARE	2,130	2,113	2,218	3,822	2,586	2,445
5-0110-5113	HEALTH INSURANCE	8,457	9,700	8,720	17,662	12,500	14,159
5-0110-5114	LIFE INSURANCE	131	158	115	192	220	192
5-0110-5115	OMRF RETIREMENT	42,303	41,727	42,397	64,798	46,920	44,686
5-0110-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0110-5150	OTHER BENEFITS	6,660	6,720	8,520	9,000	9,000	9,000
5-0110-5155	WORKER'S COMPENSATION	12,852	10,184	6,957	4,817	4,800	2,242
	TOTAL PERSONAL SERVICES	229,169	227,289	228,744	380,224	262,669	251,815
5-0110-5201	OFFICE & COMPUTR SUPPLIES	1,912	1,085	1,388	2,500	1,747	2,500
5-0110-5203	FOOD & KITCHEN SUPPLIES	705	803	903	1,200	800	1,200
5-0110-5210	FUEL, OIL & LUBRICANTS	-	-	-	-	-	-
5-0110-5215	CHEMICALS	-	-	-	-	-	-
5-0110-5220	TOOLS & MINOR EQUIPMENT	245	558	51	-	-	-
5-0110-5250	OTHER MATERIALS&SUPPLIES	312	-	706	750	2,500	2,500
5-0110-5266	SNOWFLAKE LIGHTS	950	-	-	-	-	-
	TOTAL MATERIALS AND SUPPLIES	4,124	2,446	3,048	4,450	5,047	6,200
5-0110-5303	REPAIR & MAINT. - EQUIP.	-	20	-	-	-	-
5-0110-5304	REPAIR & MAINT.-VEHICLES	-	-	-	-	-	-

**CITY MANAGER
DEPT 110**

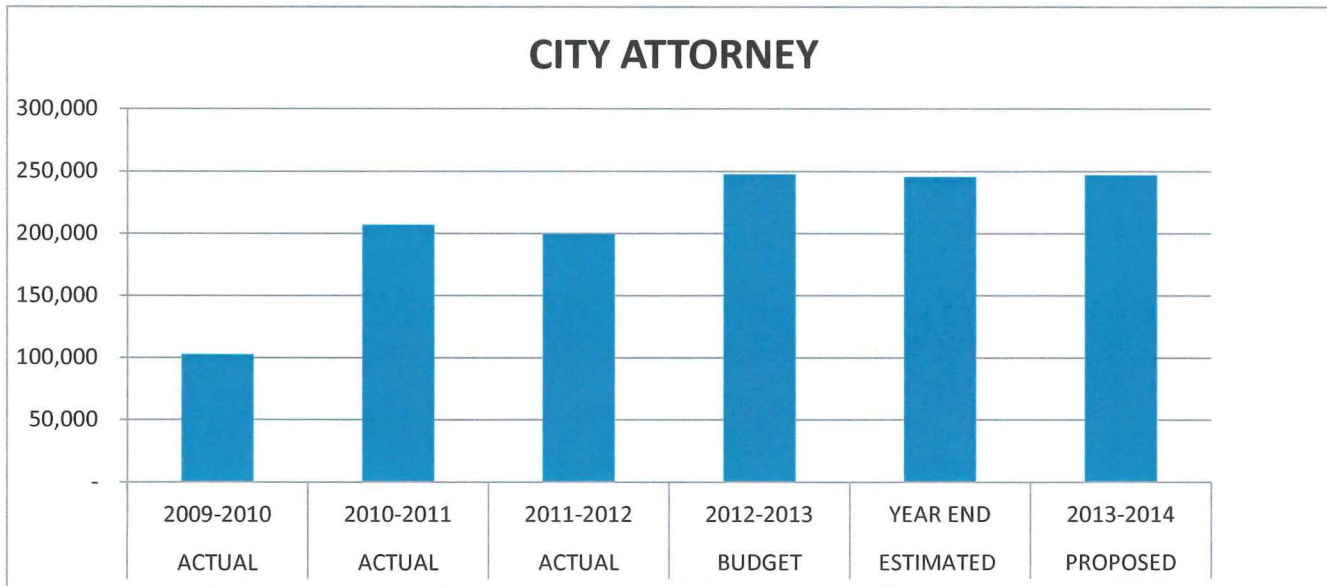
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0110-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0110-5320	NATURAL GAS	-	850	772	800	780	800
5-0110-5321	ELECTRICITY	(42,973)	4,241	5,660	5,500	5,700	6,000
5-0110-5325	TELEPHONE	3,650	4,080	6,039	5,500	6,100	6,300
5-0110-5328	COPY USAGE EXPENSE	277	242	328	350	500	500
5-0110-5329	POSTAGE & SHIPPING	401	746	286	750	275	750
5-0110-5330	COMMUNITY SERVICE CNTRCTS	94,556	79,387	103,417	100,000	104,000	105,000
5-0110-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0110-5339	OTHER CONTRACTUAL SERVCS.	-	-	1,500	-	-	21,500
5-0110-5340	TRAINING CONFERENCES	6,961	5,537	10,412	15,500	15,500	15,500
5-0110-5345	TRAVEL / PER DIEM	-	-	960	1,000	750	1,000
5-0110-5341	OTHER TRAINING	525	-	-	-	-	-
5-0110-5347	MEMBERSHIPS & DUES	44,050	41,591	52,482	88,728	85,000	95,000
5-0110-5349	BOOKS & SUBSCRIPTIONS	4,259	172	358	197	1,000	1,000
5-0110-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0110-5353	LEGAL ADVERTISING	-	-	-	-	-	-
5-0110-5354	PRINTING	422	343	1,632	750	150	750
5-0110-5355	INSURANCE	536	116	220	250	250	250
5-0110-5356	LAND & BUILDING RENTAL	-	-	-	-	-	-
5-0110-5357	EQUIPMENT RENTAL	2,059	1,514	1,265	-	-	-
5-0110-5378	MISC. OTHER SERV. & CHGS.	10,259	7,003	10,354	12,500	19,000	20,000
	TOTAL OTHER SERVICES	124,982	145,842	195,685	231,825	239,005	274,350
	TOTAL CITY MANAGER	358,275	375,577	427,477	616,498	506,722	532,365

CITY ATTORNEY

PERSONAL SERVICES	\$	195,342.89
MATERIAL AND SUPPLIES	\$	1,000.00
OTHER SERVICES AND SUPPLIES	\$	50,830.00
TOTAL CITY ATTORNEY	\$	247,172.89

TOTAL EMPLOYEES 2

% OVER LAST YEARS BUDGET -0.25%



**CITY ATTORNEY
DEPT 130**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0130-5101	REGULAR SALARIES	104	21,717	99,987	139,074	137,351	137,222
5-0130-5102	OVERTIME	-	-	-	1,000	750	1,000
5-0130-5103	PART TIME SALARIES	37,556	31,298	-	-	-	-
5-0130-5104	LONGEVITY	-	-	-	-	-	-
5-0130-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0130-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-0130-5111	FICA	2,321	3,127	6,194	8,685	6,422	8,570
5-0130-5112	MEDICARE	543	731	1,449	2,031	2,002	2,004
5-0130-5113	HEALTH INSURANCE	-	1,166	3,996	7,007	7,575	7,007
5-0130-5114	LIFE INSURANCE	-	15	45	192	192	192
5-0110-5115	OMRF RETIREMENT	-	5,802	27,911	32,343	36,313	34,485
5-0110-5140	TUITION ASSISTANCE	-	-	50	-	-	-
5-0110-5150	OTHER BENEFITS	-	-	-	3,720	3,720	3,720
5-0110-5155	WORKER'S COMPENSATION	-	-	2,872	1,255	1,255	1,143
				-			
	TOTAL PERSONAL SERVICES	40,524	63,856	142,504	195,307	195,581	195,343
5-0130-5201	OFFICE & COMPUTR SUPPLIES	-	1,147	2,003	500	1,250	1,000
5-0130-5210	FUEL, OIL & LUBRICANTS	-	-	-	-	-	-
5-0130-5220	TOOLS & MINOR EQUIPMENT	-	-	-	250	-	-
5-0130-5250	OTHER MATERIALS&SUPPLIES	-	-	-	-	-	-
				-			
	TOTAL MATERIALS AND SUPPLIES	-	1,147	2,003	750	1,250	1,000
5-0130-5303	REPAIR & MAINT. - EQUIP.	-	-	-	-	-	-
5-0130-5304	REPAIR & MAINT.-VEHICLES	-	-	-	-	-	-
5-0130-5310	LEGAL SERVICES	54,847	134,099	46,112	35,000	35,000	35,000
5-0130-5320	NATURAL GAS	-	-	-	350	350	325
5-0130-5321	ELECTRICITY	-	-	-	1,000	1,000	880

**CITY ATTORNEY
DEPT 130**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0130-5325	TELEPHONE	-	-	896	500	651	1,000
5-0130-5328	COPY USAGE EXPENSE	-	4	27	250	175	250
5-0130-5329	POSTAGE & SHIPPING	-	(4)	33	500	100	250
5-0130-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0130-5339	OTHER CONTRACTUAL SERVCS.	-	-	-	-	-	-
5-0130-5340	TRAINING CONFERENCES	-	110	526	5,000	4,500	5,000
5-0130-5341	OTHER TRAINING	-	-	-	-	-	-
5-0130-5347	MEMBERSHIPS & DUES	350	-	1,032	3,000	3,000	2,000
5-0130-5349	BOOKS & SUBSCRIPTIONS	7,050	5,331	5,047	5,000	3,500	5,000
5-0130-5350	SOFTWARE PURCHASES	-	-	660	-	-	-
5-0130-5353	LEGAL ADVERTISING	-	-	-	-	-	-
5-0130-5354	PRINTING	-	25	38	-	-	-
5-0130-5355	INSURANCE	-	-	110	125	95	125
5-0130-5356	LAND & BUILDING RENTAL	-	-	-	-	-	-
5-0130-5357	EQUIPMENT RENTAL	-	-	-	-	-	-
5-0130-5378	MISC. OTHER SERV. & CHGS.	-	2,453	864	1,000	500	1,000
	TOTAL OTHER SERVICES	62,247	142,018	55,345	51,725	48,871	50,830
	TOTAL CITY ATTORNEY	102,771	207,021	199,852	247,782	245,701	247,173

ACCOUNTING

PERSONAL SERVICES	\$	412,736.51
MATERIAL AND SUPPLIES	\$	4,600.00
OTHER SERVICES AND SUPPLIES	\$	140,700.00

TOTAL ACCOUNTING \$ 558,036.51

TOTAL EMPLOYEES 5

% OVER LAST YEARS BUDGET 10.43%



**ACCOUNTING
DEPT 210**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2012-2013	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0210-5101	REGULAR SALARIES	183,078	255,148	284,891	271,314	267,850	252,494
5-0210-5102	OVERTIME	7,680	1,061	1,216	1,000	1,250	1,500
5-0210-5103	PART TIME SALARIES	391	3,251	1,700	7,500	9,423	38,500
5-0210-5104	LONGEVITY	3,497	3,166	2,850	3,000	1,997	1,997
5-0210-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0210-5106	EDUCATIONAL INCENTIVES	376	427	790	750	250	125
5-0210-5111	FICA	11,322	15,485	17,831	17,069	17,408	18,266
5-0210-5112	MEDICARE	2,648	3,621	4,170	3,992	4,071	4,272
5-0210-5113	HEALTH INSURANCE	17,527	24,104	21,644	19,307	21,007	27,166
5-0210-5114	LIFE INSURANCE	276	377	262	480	480	480
5-0210-5115	OMRF RETIREMENT	46,410	63,565	68,012	66,638	65,257	59,416
5-0210-5140	TUITION ASSISTANCE	-	-	-	1,000	-	1,000
5-0210-5145	UNEMPLOYMENT COMPENSATIOI	8,900	-	-	-	-	-
5-0210-5150	OTHER BENEFITS	-	3,720	3,720	3,720	3,720	3,720
5-0210-5155	WORKER'S COMPENSATION	13,236	11,433	9,786	6,645	6,645	3,802
	TOTAL PERSONAL SERVICES	295,341	385,358	416,872	402,415	399,357	412,737
5-0210-5201	OFFICE & COMPUTR SUPPLIES	3,023	2,036	5,910	3,500	3,300	3,500
5-0210-5210	FUEL, OIL & LUBRICANTS	177	33	46	100	75	100
5-0210-5216	MEDICAL SUPPLIES	-	-	-	-	-	-
5-0210-5220	TOOLS & MINOR EQUIPMENT	-	-	-	-	-	-
5-0210-5250	OTHER MATERIALS&SUPPLIES	369	2,114	849	1,000	750	1,000
	TOTAL MATERIAL AND SUPP	3,569	4,183	6,805	4,600	4,125	4,600
5-0210-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
5-0210-5303	REPAIR & MAINT. - EQUIP.	60	-	-	-	-	-

DEPT 210

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2012-2013	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0210-5305	EQUIP.SERV.-R&M EQUIPMENT	-	-	-	-	-	-
5-0210-5306	EQUIP.SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0210-5317	MEDICAL SERVICES	-	-	-	-	-	-
5-0210-5320	NATURAL GAS	995	850	722	1,000	750	1,000
5-0210-5321	ELECTRICITY	4,795	4,241	5,660	5,400	5,600	5,800
5-0210-5325	TELEPHONE	2,528	2,058	2,341	1,800	1,779	1,800
5-0210-5328	COPY USAGE EXPENSE	389	625	872	850	775	850
5-0210-5329	POSTAGE & SHIPPING	3,856	4,068	3,434	6,000	3,800	6,000
5-0210-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0210-5339	OTHER CONTRACTUAL SERVCS.	66,269	44,322	43,490	38,000	38,000	78,000
5-0210-5340	TRAINING CONFERENCES	888	613	4,921	3,000	3,000	3,000
5-0210-5341	OTHER TRAINING	188	-	-	-	-	-
5-0210-5343	PENALTIES & INTEREST	-	-	-	-	-	-
5-0210-5347	MEMBERSHIPS & DUES	325	400	755	1,000	800	1,000
5-0210-5349	BOOKS & SUBSCRIPTIONS	-	-	570	500	500	500
5-0210-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0210-5351	SOFTWARE SUPPORT CNTRCTS.	30,120	29,793	31,329	32,000	32,000	34,000
5-0210-5353	LEGAL ADVERTISING	347	63	164	150	150	150
5-0210-5354	PRINTING	823	-	-	1,000	-	-
5-0210-5355	INSURANCE	1,715	2,401	2,488	2,000	2,488	2,500
5-0210-5357	EQUIPMENT RENTAL	3,088	2,271	3,412	4,600	4,600	4,600
5-0210-5378	MISC. OTHER SERV. & CHGS.	4,973	1,643	3,658	1,000	1,250	1,500
	TOTAL OTHER SERVICES	121,359	93,348	103,816	98,300	95,492	140,700
	TOTAL ACCOUNTING	420,269	482,889	527,493	505,315	498,974	558,037

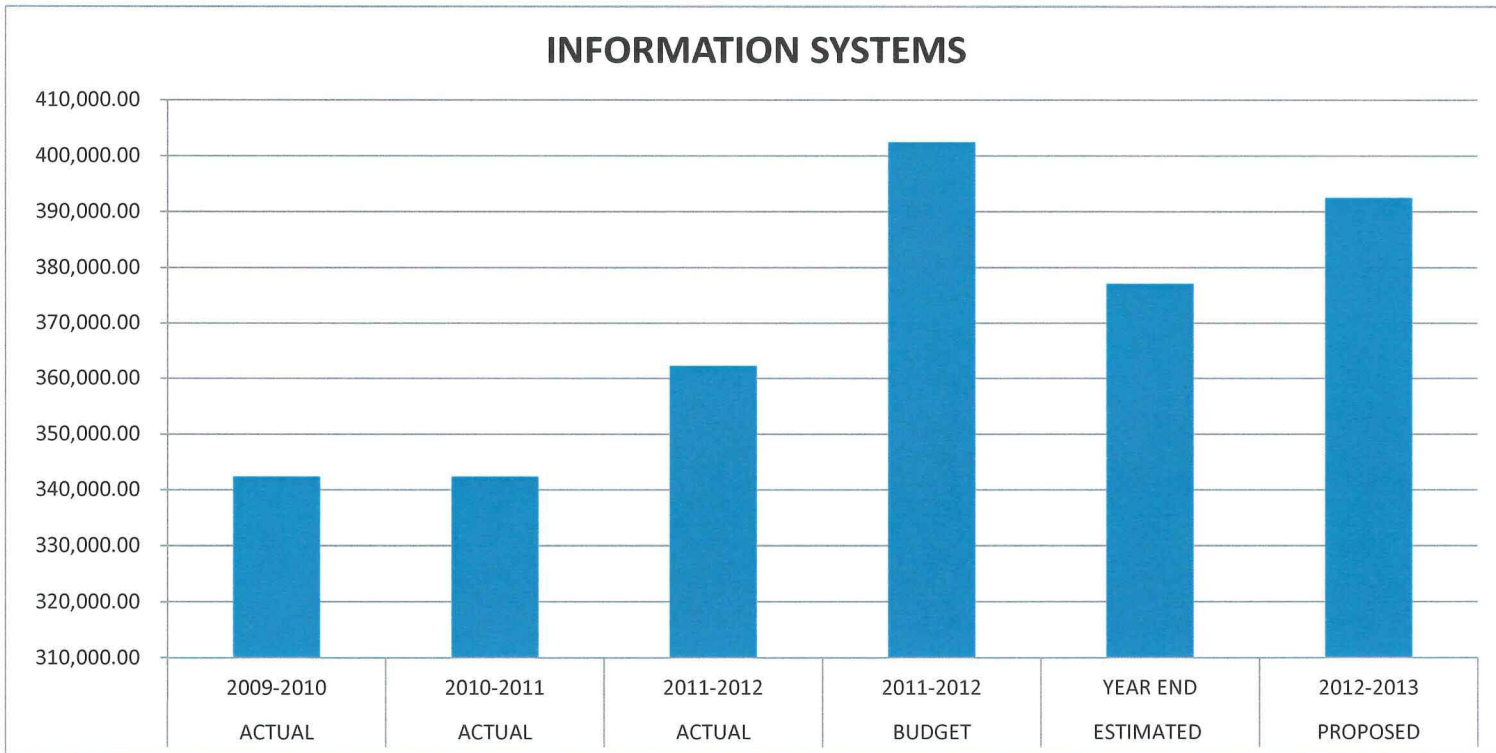
INFORMATION SYSTEMS

PERSONAL SERVICES	\$	298,983.19
MATERIAL AND SUPPLIES	\$	12,500.00
OTHER SERVICES AND SUPPLIES	\$	81,050.00

TOTAL INFORMATION SYSTEM \$ 392,533.19

TOTAL EMPLOYEES 3 F/T

% OVER LAST YEARS BUDGET -2.47%



**INFORMATION SYSTEMS
DEPT 230**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2011-2012	ESTIMATED YEAR END	PROPOSED 2012-2013
5-0230-5101	REGULAR SALARIES	197,477.00	197,055.00	198,490.00	211,800.34	208,810.65	208,686.40
5-0230-5102	OVERTIME	1,090.00	182.00	829.00	2,500.00	1,000.00	2,500.00
5-0230-5104	LONGEVITY	1,001.00	1,207.00	1,367.00	1,250.00	1,250.00	894.40
5-0230-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0230-5106	EDUCATIONAL INCENTIVES	250.00	298.00	251.00	500.00	250.00	250.00
5-0230-5111	FICA	11,893.00	11,975.00	12,644.00	13,364.12	13,101.26	13,164.51
5-0230-5112	MEDICARE	2,782.00	2,801.00	2,957.00	3,132.73	3,064.00	3,078.80
5-0230-5113	HEALTH INSURANCE	12,421.00	12,855.00	12,102.00	13,858.80	12,000.00	12,000.00
5-0230-5114	LIFE INSURANCE	209.00	236.00	173.00	288.00	288.00	288.00
5-0230-5115	OMRF RETIREMENT	47,753.00	45,989.00	50,731.00	51,890.30	51,256.67	49,610.97
5-0230-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0230-5150	OTHER BENEFITS	-	-	-	5,160.00	5,160.00	5,160.00
5-0230-5155	WORKER'S COMPENSATION	8,328.00	7,194.00	6,777.00	3,872.11	3,872.11	3,350.11
	TOTAL PERSONAL SERVICES	283,204.00	279,792.00	286,321.00	307,616.40	300,052.69	298,983.19
5-0230-5201	OFFICE & COMPUTR SUPPLIES	6,127.00	10,851.00	10,543.00	10,000.00	10,059.00	10,000.00
5-0230-5210	FUEL, OIL & LUBRICANTS	-	-	-	500.00	350.00	500.00
5-0230-5220	TOOLS & MINOR EQUIPMENT	1,416.00	3,630.00	688.00	2,000.00	1,500.00	2,000.00
5-0230-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
	TOTAL MATERIAL AND SUPPLIES	7,543.00	14,481.00	11,231.00	12,500.00	11,909.00	12,500.00
5-0230-5303	REPAIR & MAINT. - EQUIP.	1,581.00	460.00	196.00	1,500.00	2,500.00	1,000.00
5-0230-5304	REPAIR & MAINT.-VEHICLES	-	14.00	81.00	100.00	100.00	100.00
5-0230-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0230-5317	MEDICAL SERVICES	-	-	-	-	-	-
5-0230-5325	TELEPHONE	44.00	3,774.00	3,521.00	3,300.00	3,500.00	3,500.00
5-0230-5326	PAGERS	-	-	-	-	-	-

**INFORMATION SYSTEMS
DEPT 230**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2011-2012	ESTIMATED YEAR END	PROPOSED 2012-2013
5-0230-5328	COPY USAGE EXPENSE	(84.00)	6.00	10.00	50.00	50.00	50.00
5-0230-5329	POSTAGE & SHIPPING	-	70.00	9.00	100.00	10.00	100.00
5-0230-5339	OTHER CONTRACTUAL SERVICES			3,520.00	4,500.00	4,000.00	4,500.00
5-0230-5340	TRAINING CONFERENCES	50.00	1,162.00	4,212.00	4,000.00	1,500.00	4,000.00
5-0230-5341	OTHER TRAINING	12.00	152.00	304.00	3,000.00	350.00	3,000.00
5-0230-5347	MEMBERSHIPS & DUES	566.00	339.00	713.00	1,000.00	800.00	1,000.00
5-0230-5350	SOFTWARE PURCHASES	12,996.00	2,488.00	279.00	7,000.00	500.00	7,000.00
5-0230-5351	SOFTWARE SUPPORT CNTRCTS.	18,781.00	17,222.00	30,073.00	33,700.00	33,000.00	32,700.00
5-0230-5354	PRINTING		-	-	-		
5-0230-5355	INSURANCE	240.00	173.00	329.00	500.00	350.00	500.00
5-0230-5357	EQUIPMENT RENTAL	515.00	378.00	316.00	600.00	500.00	600.00
5-0230-5378	MISC. OTHER SERV. & CHGS.	16,999.00	21,891.00	21,191.00	23,000.00	18,000.00	23,000.00
	TOTAL OTHER SERVICES/CHARGES	51,700.00	48,129.00	64,754.00	82,350.00	65,160.00	81,050.00
	TOTAL INFORMATION SERVICES	342,447.00	342,402.00	362,306.00	402,466.40	377,121.69	392,533.19

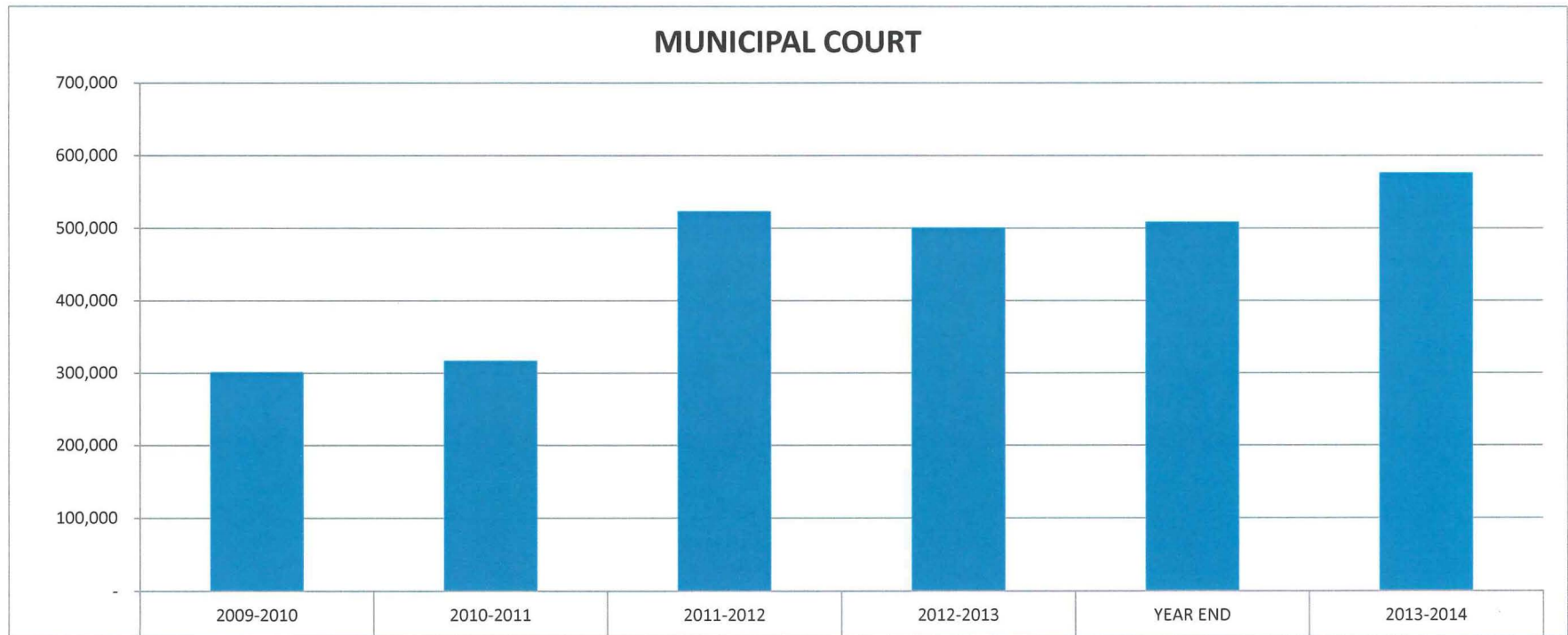
MUNICIPAL COURT

PERSONAL SERVICES	330,630.52
MATERIAL AND SUPPLIES	5,500.00
OTHER SERVICES AND SUPPLIES	240,250.00

TOTAL MUNICIPAL COURT	576,380.52
-----------------------	------------

TOTAL EMPLOYEES	5 FT 4 PT
-----------------	-----------

% OVER LAST YEARS BUDGET	15.07%
--------------------------	--------



**MUNICIPAL COURT
DEPT 320**

Number	Account Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0320-5101	REGULAR SALARIES	175,900	186,046	190,739	203,326	183,568	221,322
5-0320-5102	OVERTIME	840	2,179	14,260	2,500	15,000	15,000
5-0320-5103	PART TIME SALARIES	-	5,848	4	-	-	6,000
5-0320-5104	LONGEVITY	6,907	403	117	220	117	-
5-0320-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0320-5106	EDUCATIONAL INCENTIVES	125	63	-	-	-	-
5-0320-5111	FICA	9,878	11,175	12,044	12,775	12,318	15,024
5-0320-5112	MEDICARE	2,310	2,613	2,817	2,988	2,881	3,514
5-0320-5113	HEALTH INSURANCE	23,898	19,545	20,067	29,451	25,130	29,451
5-0320-5114	LIFE INSURANCE	313	415	291	576	480	576
5-0320-5115	OMRF RETIREMENT	33,060	34,388	36,881	43,701	34,561	36,758
5-0320-5140		0	-	-	-	-	-
5-0320-5145	UNEMPLOYMENT COMPENSATION	8,398	-	-	-	-	-
5-0320-5155	WORKER'S COMPENSATION	9,156	7,841	7,173	2,327	2,400	2,986
	TOTAL PERSONAL SERVICES	270,785	270,516	284,393	297,862	276,456	330,631
5-0320-5201	OFFICE & COMPUTR SUPPLIES	765	797	1,518	1,500	1,250	1,500
5-0320-5205	UNIFORMS AND CLOTHING	1,056	60	1,381	2,000	1,300	2,000
5-0320-5210	FUEL, OIL & LUBRICANTS	632	693	298	1,000	750	1,000
5-0320-5250	OTHER MATERIALS&SUPPLIES	6	35	793	1,000	750	1,000
	TOTAL MATERIAL AND SUPPLIES	2,459	1,585	3,990	5,500	4,050	5,500
5-0320-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
5-0320-5303	REPAIR & MAINT. - EQUIP.	-	-	60	1,000	500	1,000
5-0320-5304	REPAIR & MAINT.- VEHICLES	363	309	51	500	250	500
5-0320-5306	EQUIP. SERV.-R&M VEHICLES	-	187	-	250	100	250
5-0320-5310	LEGAL SERVICES	610	-	-	-	-	-
5-0320-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0320-5315	COURT COLLECTION SERVICES	-	-	-	-	-	-

DEPT 320

Number	Account Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0320-5317	MEDICAL SERVICES	206	-	26	100	-	100
5-0320-5319	OTHER PROFESSIONAL SERVICE		1,459	1,479	-	1,500	2,000
5-0320-5320	NATURAL GAS	696	595	541	750	500	600
5-0320-5321	ELECTRICITY	3,356	2,968	3,962	4,000	3,900	4,000
5-0320-5325	TELEPHONE	2,846	2,706	2,935	2,900	2,880	3,000
5-0320-5326	PAGERS	-	-	-	-	-	-
5-0320-5328	COPY USAGE EXPENSE	238	355	146	500	200	250
5-0320-5329	POSTAGE & SHIPPING	862	1,283	1,774	2,500	1,250	2,000
5-0320-5335	TEMPORARY LABOR SERVICES	560	-		-	-	-
5-0320-5337	COMM. SERVICES - JUVENILE	1,363	213	1,456	1,800	1,800	1,800
5-0320-5330	JAIL CONTRACT	-	-	180,576	145,000	180,000	185,000
5-0320-5340	TRAINING CONFERENCES	395	-	2,514	2,000	500	2,000
5-0320-5341	OTHER TRAINING	-	-	3,809	500	-	500
5-0320-5347	MEMBERSHIPS & DUES	400	320	110	750	500	750
5-0320-5349	BOOKS & SUBSCRIPTIONS	270	-	280	1,000	500	500
5-0320-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0320-5351	SOFTWARE SUPPORT CNTRCTS.	14,725	14,599	15,300	16,000	15,300	16,000
5-0320-5354	PRINTING	65	-	38	500	250	250
5-0320-5355	INSURANCE	615	219	493	495	495	500
5-0320-5357	EQUIPMENT RENTAL	321	189	190	500	250	250
5-0320-5360	BANK CHARGES	-	17,101	14,559	16,000	14,500	16,000
5-0320-5378	MISC	457	2,648	4,764	500	3,000	3,000
	TOTAL OTHER SERVICES/CHARGES	28,348	45,151	235,063	197,545	228,175	240,250
	TOTAL MUNICIPAL COURT	301,592	317,252	523,446	500,907	508,681	576,381

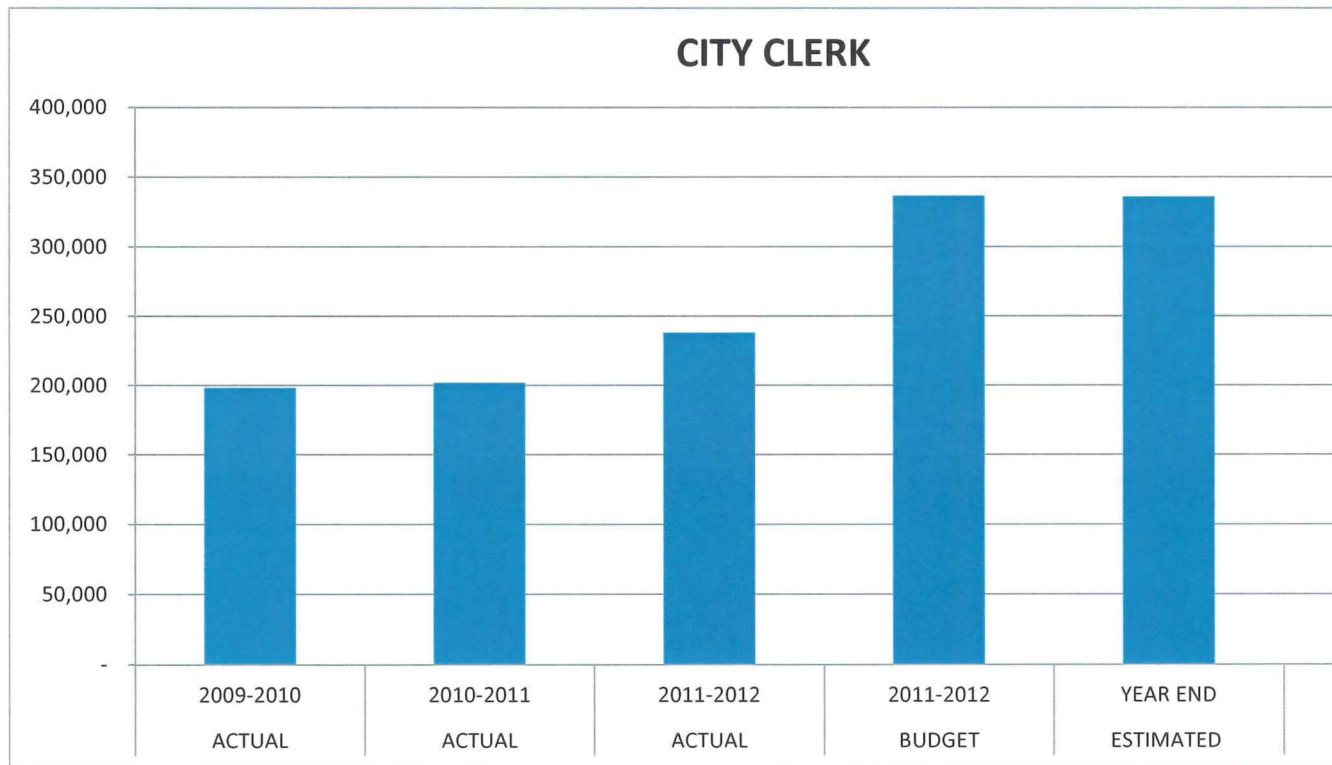
CITY CLERK

PERSONAL SERVICES	\$	245,537.47
MATERIAL AND SUPPLIES	\$	2,400.00
OTHER SERVICES AND SUPPLIES	\$	73,075.00

TOTAL CITY CLERK \$ 321,012.47

TOTAL EMPLOYEES 3 F/T

% OVER LAST YEARS BUDGET -4.66%



**CITY CLERK
DEPT 330**

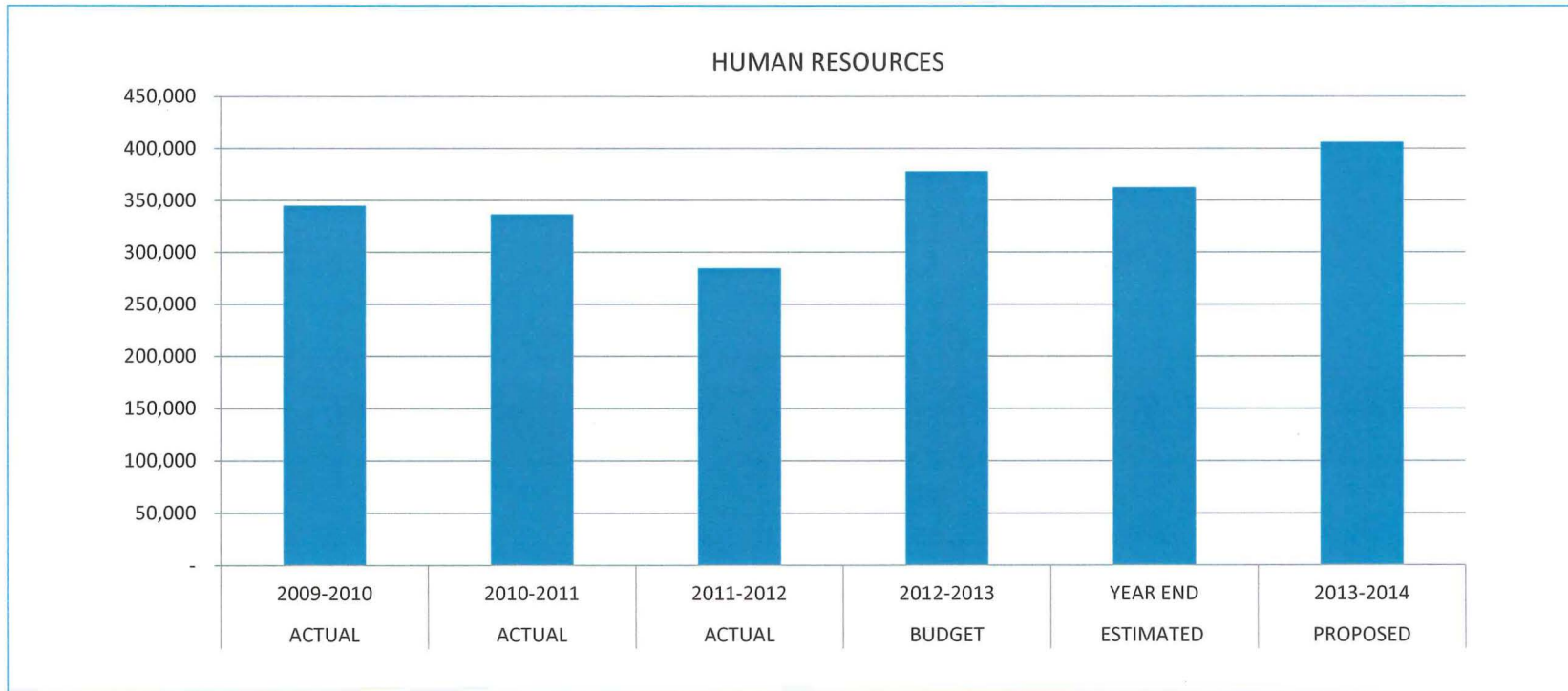
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2011-2012	ESTIMATED YEAR END	PROPOSED 2012-2013
5-0330-5101	REGULAR SALARIES	149,274	146,316	158,088	170,516	170,804	170,810
5-0330-5102	OVERTIME	160	-	165	500	250	500
5-0330-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0330-5104	LONGEVITY	1,631	1,619	1,768	1,600	1,934	1,934
5-0330-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0330-5106	EDUCATIONAL INCENTIVES	501	501	502	500	500	499
5-0330-5111	FICA	9,180	8,983	9,899	10,733	10,756	10,772
5-0330-5112	MEDICARE	2,147	2,101	2,315	2,510	2,516	2,519
5-0330-5113	HEALTH INSURANCE	7,041	7,743	7,176	7,007	10,613	10,750
5-0330-5114	LIFE INSURANCE	188	191	153	288	288	288
5-0330-5115	OMRF RETIREMENT	-	-	-	42,343	41,854	41,054
5-0330-5140	TUITION ASSISTANCE	-	-	-	500	-	500
5-0330-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-0330-5150	CAR ALLOWANCE	1,260	1,920	1,920	1,920	1,920	1,920
5-0330-5155	WORKER'S COMPENSATION	8,220	7,173	6,971	4,571	4,571	3,991
	TOTAL PERSONAL SERVICES	179,602	176,547	188,957	242,989	246,005	245,537
5-0330-5201	OFFICE & COMPUTR SUPPLIES	659	1,998	1,129	2,400	2,400	2,400
5-0330-5224	EQUIP. PARTS & SUPPLIES	-	-	-	-	-	-
5-0330-5250	OTHER MATERIALS&SUPPLIES	19	-	-	-	-	-
	TOTAL MATERIAL AND SUPPLIES	678	1,998	1,129	2,400	2,400	2,400
5-0330-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
5-0330-5303	REPAIR & MAINT. - EQUIP.	-	-	-	-	-	-
5-0330-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0330-5317	MEDICAL SERVICES	-	-	-	200	-	200
5-0330-5320	NATURAL GAS	398	340	309	500	500	500

**CITY CLERK
DEPT 330**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2011-2012	ESTIMATED YEAR END	PROPOSED 2012-2013
5-0330-5321	ELECTRICITY	1,918	1,696	2,264	2,200	2,250	2,400
5-0330-5326	PAGERS	-	-	-	-	-	-
5-0330-5325	TELEPHONE	-	1,910	1,949	1,800	2,190	2,000
5-0330-5328	COPY USAGE EXPENSE	2,445	2,185	694	2,100	471	1,000
5-0330-5329	POSTAGE & SHIPPING	1,225	740	1,198	1,500	1,100	2,000
5-0330-5335	TEMPORARY LABOR SERVICES	-	-	-	1,800	-	1,800
5-0330-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0330-5339	OTHER CONTRACTUAL SERVCS.	4,198	5,830	10,989	40,000	40,000	17,200
5-0330-5340	TRAINING CONFERENCES	665	971	1,896	6,500	6,500	5,000
5-0330-5341	OTHER TRAINING	-	-	-	500	500	500
5-0330-5347	MEMBERSHIPS & DUES	1,061	430	921	1,030	825	675
5-0330-5348	FILING FEES & PERMITS	3,000	3,945	3,320	5,000	5,000	6,000
5-0330-5349	BOOKS & SUBSCRIPTIONS	286	172	220	300	300	300
5-0330-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0330-5351	SOFTWARE SUPPORT CNTRCTS.	-	-	3,000	3,000	3,000	4,000
5-0330-5353	LEGAL ADVERTISING	1,247	521	1,574	3,500	3,500	4,000
5-0330-5354	PRINTING	215	-	-	200	276	200
5-0330-5355	INSURANCE	296	173	367	300	300	400
5-0330-5357	EQUIPMENT RENTAL	206	250	127	300	300	300
5-0330-5360	ELECTIONS	100	3,272	17,654	20,000	20,000	24,000
5-0330-5378	MISC. OTHER SERV. & CHGS.	779	698	1,479	600	600	600
	TOTAL OTHER SERVICES/CHARGES	18,039	23,133	47,961	91,330	87,612	73,075
	TOTAL CITY CLERK	198,319	201,678	238,047	336,719	336,017	321,012

HUMAN RESOURCES

PERSONAL SERVICES	\$	291,973.05
MATERIAL AND SUPPLIES	\$	10,800.00
OTHER SERVICES AND SUPPLIES	\$	103,335.00
TOTAL HUMAN RESOURCES	\$	406,108.05
TOTAL EMPLOYEES	\$	3.00
% OVER LAST YEARS BUDGET		7.41%



**HUMAN RESOURCES
DEPT 410**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0410-5101	REGULAR SALARIES	192,599	171,990	178,089	191,569	195,782	201,573
5-0410-5102	OVERTIME	725	-	81	500	100	500
5-0410-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0410-5104	LONGEVITY	742	842	934	1,000	1,411	1,747
5-0410-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0410-5106	EDUCATIONAL INCENTIVES	545	501	305	500	250	250
5-0410-5111	FICA	11,950	10,440	11,094	12,001	12,248	12,652
5-0410-5112	MEDICARE	2,795	2,442	2,595	2,807	2,864	2,959
5-0410-5113	HEALTH INSURANCE	12,301	12,054	11,835	15,504	15,503	15,504
5-0410-5114	LIFE INSURANCE	201	237	172	288	288	288
5-0410-5115	OMRF RETIREMENT	-	-	-	44,695	47,705	48,105
5-0410-5118	ICMA RETIREMENT	-	-	-	-	-	-
5-0410-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0410-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-0410-5150	OTHER BENEFITS	3,560	3,840	3,880	3,840	3,840	3,840
5-0410-5155	WORKER'S COMPENSATION	11,328	9,787	9,220	5,204	5,204	4,555
	TOTAL PERSONAL SERVICES	236,746	212,133	218,205	277,908	285,196	291,973
5-0410-5201	OFFICE & COMPUTR SUPPLIES	1,729	2,106	3,283	3,300	3,000	3,800
5-0410-5210	FUEL, OIL & LUBRICANTS	2,738	3,329	2,392	3,300	2,400	3,300
5-0410-5220	TOOLS & MINOR EQUIPMENT	105	-	-	500	250	500
5-0410-5250	OTHER MATERIALS&SUPPLIES	3	4,732	495	3,200	500	3,200
	TOTAL MATERIALS AND EQUIP	4,575	10,167	6,170	10,300	6,150	10,800
5-0410-5302	REPAIR & MAINT. - BLDGS.	-	-	-	-	-	-
5-0410-5303	REPAIR & MAINT. - EQUIP.	155	-	-	-	75	100
5-0410-5305	EQUIP.SERV.-R&M EQUIPMENT	-	-	-	-	-	-
5-0410-5306	EQUIP.SERV.-R&M VEHICLES	-	20	624	2,000	500	500
5-0410-5310	LEGAL SERVICES	54,375	68,508	-	-	-	-
5-0410-5311	AUDITING SERVICES	-	-	-	-	-	-

**HUMAN RESOURCES
DEPT 410**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0410-5317	MEDICAL SERVICES	4,895	18,298	12,930	17,800	16,000	17,800
5-0410-5319	OTHER PROFESSIONAL SERVICES	-	-	-	-	-	-
5-0410-5320	NATURAL GAS	547	467	425	700	450	700
5-0410-5321	ELECTRICITY	2,637	2,332	3,113	3,000	3,300	3,000
5-0410-5325	TELEPHONE	3,220	1,500	1,571	2,720	1,600	1,750
5-0410-5326	PAGERS	-	-	-	-	-	-
5-0410-5328	COPY USAGE EXPENSE	313	492	829	1,500	750	750
5-0410-5329	POSTAGE & SHIPPING	465	(3,136)	405	2,000	400	500
5-0410-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0410-5339	OTHER CONTRACTUAL SERVCS.	23,558	14,081	25,669	18,000	17,500	27,500
5-0410-5340	TRAINING CONFERENCES	1,292	85	1,538	4,000	4,000	12,000
5-0410-5345	TRAVEL	199	-	-	9,500	5,000	9,500
5-0410-5347	MEMBERSHIPS & DUES	494	300	635	1,275	750	1,275
5-0410-5349	BOOKS & SUBSCRIPTIONS	687	544	40	1,760	500	1,760
5-0410-5350	SOFTWARE PURCHASES	-	-	124	5,600	5,600	6,200
5-0410-5351	SOFTWARE SUPPORT CNTRCTS	3,483	2,137	3,840	3,600	3,850	3,600
5-0410-5353	LEGAL ADVERTISING	4,476	7,285	4,516	10,000	5,000	10,000
5-0410-5354	PRINTING	204	-	-	700	500	700
5-0410-5355	INSURANCE	1,128	782	2,645	2,900	2,900	2,900
5-0410-5357	EQUIPMENT RENTAL	412	684	253	600	250	600
5-0410-5378	MISC. OTHER SERV. & CHGS.	1,317	73	979	2,220	2,200	2,200
	TOTAL OTHER SERV/CHARGES	103,857	114,452	60,136	89,875	71,125	103,335
	TOTAL HUMAN RESOURCES	345,178	336,752	284,511	378,083	362,471	406,108

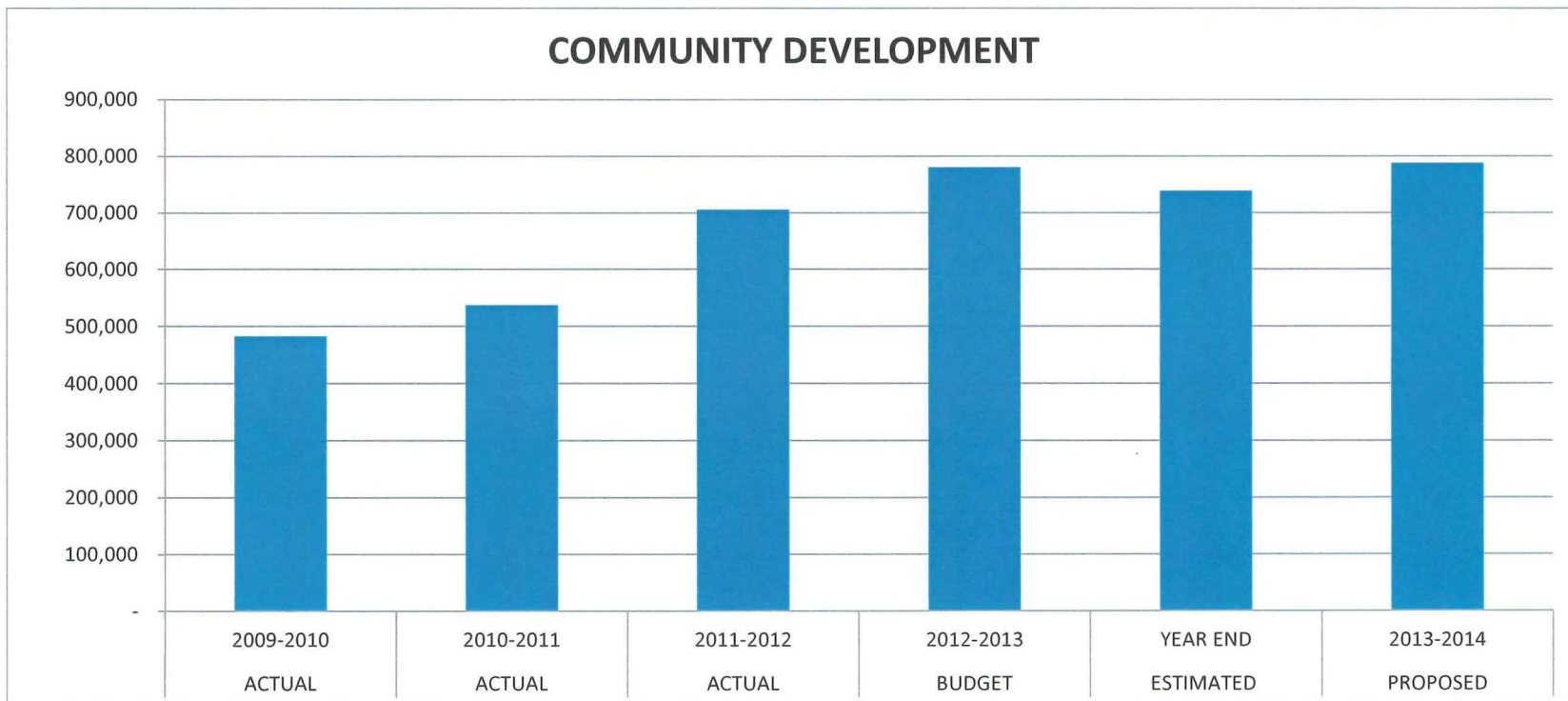
COMMUNITY DEVELOPMENT

PERSONAL SERVICES	\$	597,037.06
MATERIAL AND SUPPLIES	\$	19,100.00
OTHER SERVICES AND SUPPLIES	\$	171,671.00

TOTAL COMMUNITY DEVELOPMENT \$ 787,808.06

TOTAL EMPLOYEES 8 F/T

% OVER LAST YEARS BUDGET 0.95%



**COMMUNITY DEVELOPMENT
DEPT 510**

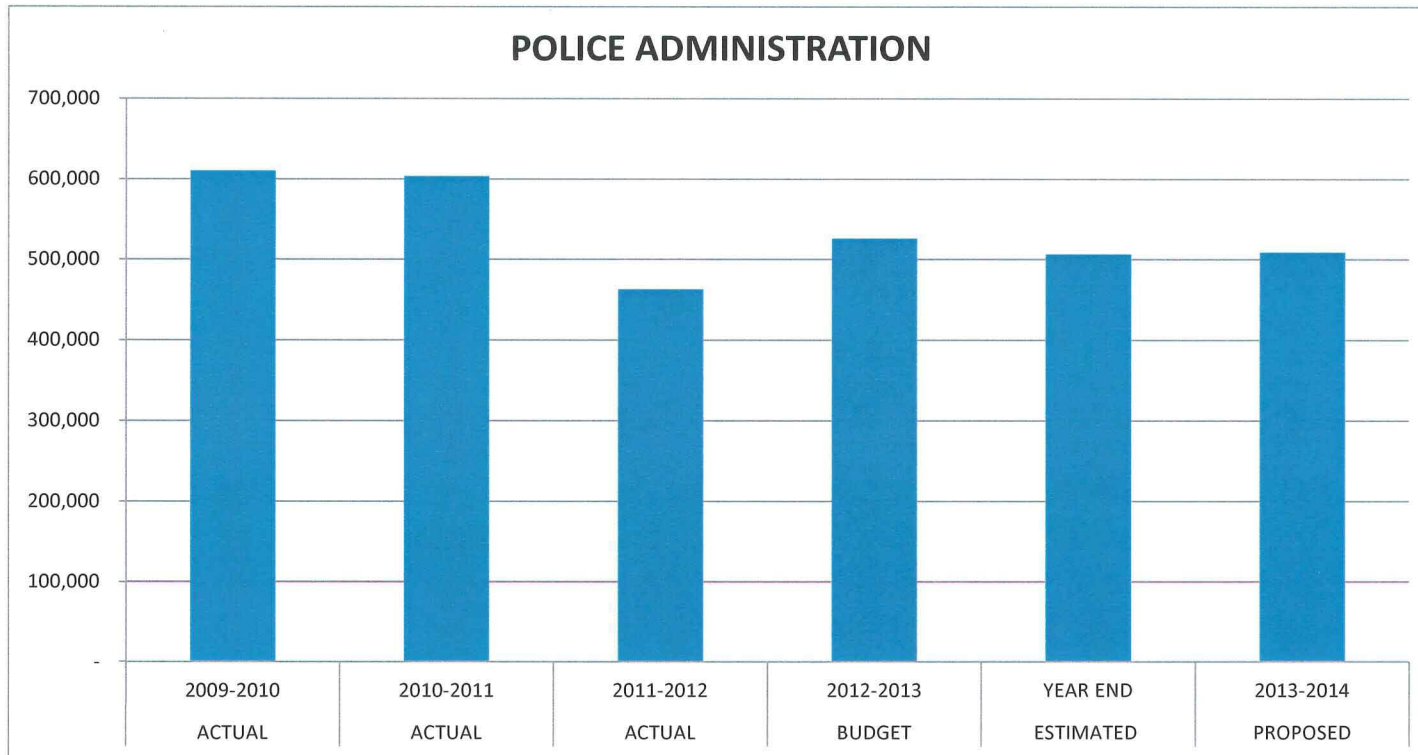
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0510-5101	REGULAR SALARIES	300,969	315,626	369,929	402,587	399,728	402,106
5-0510-5102	OVERTIME	697	87	269	1,000	500	1,000
5-0510-5103	PART TIME SALARIES	12,960	-	-	-	-	-
5-0510-5104	LONGEVITY	3,001	3,117	3,300	2,700	2,454	2,454
5-0510-5105	SKILLS INCENTIVES	-	-	1	-	-	-
5-0510-5106	EDUCATIONAL INCENTIVES	626	626	627	625	625	624
5-0510-5111	FICA	18,821	19,001	22,280	25,229	25,005	25,183
5-0510-5112	MEDICARE	4,402	4,444	5,211	5,900	5,848	5,890
5-0510-5113	HEALTH INSURANCE	28,916	32,644	40,841	52,687	53,029	48,332
5-0510-5114	LIFE INSURANCE	445	522	457	768	864	864
5-0510-5115		0	-	89,556	94,525	93,637	91,890
5-0510-5140	TUITION ASSISTANCE	-	-	-	-	-	3,500
5-0510-5150	OTHER BENEFITS	5,520	5,520	5,600	5,520	5,600	5,600
5-0510-5155	WORKER'S COMPENSATION	12,708	10,982	10,346	10,996	10,996	9,594
	TOTAL PERSONAL SERVICES	389,065	392,569	548,417	602,537	598,286	597,037
5-0510-5201	OFFICE & COMPUTR SUPPLIES	6,766	3,986	6,478	6,000	5,492	6,000
5-0510-5205	UNIFORMS AND CLOTHING	1,638	1,580	1,353	1,900	1,900	2,100
5-0510-5210	FUEL, OIL & LUBRICANTS	6,191	9,081	7,976	8,500	6,408	8,500
5-0510-5220	TOOLS & MINOR EQUIPMENT	-	155	-	1,000	500	1,000
5-0510-5226	VEHICLE PARTS & SUPPLIES	-	-	-	500	-	500
5-0510-5250	OTHER MATERIALS&SUPPLIES	126	91	1,591	1,000	200	1,000
	TOTAL MATERIALS AND SUPPLIES	14,721	14,893	17,398	18,900	14,500	19,100
5-0510-5303	REPAIR & MAINT. - EQUIP.	-	4	-	-	-	-
5-0510-5304	REPAIR & MAINT.-VEHICLES	1,967	1,246	863	2,000	34	2,000
5-0510-5320	NATURAL GAS	732	556	350	600	600	600
5-0510-5325	TELEPHONE	6,906	5,943	6,426	6,000	6,000	6,000

**COMMUNITY DEVELOPMENT
DEPT 510**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0510-5329	POSTAGE & SHIPPING	1,969	(468)	2,559	2,500	2,076	2,500
5-0510-5339	OTHER CONTRACTUAL SERVCS.	38,446	95,302	89,240	105,000	85,000	114,000
5-0510-5340	TRAINING CONFERENCES	572	1,953	1,911	2,800	1,284	2,800
5-0510-5341	OTHER TRAINING	617	35	437	1,000	218	1,000
5-0510-5342	PUBLIC EDUCATION	-	-	-	500	-	-
5-0510-5347	MEMBERSHIPS & DUES	2,646	1,560	1,705	2,800	1,567	2,800
5-0510-5349	BOOKS & SUBSCRIPTIONS	1,727	1,741	1,530	2,500	969	2,500
5-0510-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0510-5351	SOFTWARE SUPPORT CNTRCTS	6,907	5,575	6,664	3,800	6,800	7,000
5-0510-5353	LEGAL ADVERTISING	3,785	5,139	2,566	7,500	1,283	7,000
5-0510-5354	PRINTING	2,479	1,585	1,491	3,000	378	3,000
5-0510-5355	INSURANCE	2,278	2,444	10,971	10,971	10,971	10,971
5-0510-5357	EQUIPMENT RENTAL	3,913	4,198	3,795	3,000	3,800	4,000
5-0510-5365	CHRISTMAS PARADE EXENSES	-	-	1,473	-	-	-
5-0510-5370	STREET BANNERS	-	-	3,716	-	426	500
5-0510-5360	BANK CHARGES	-	-	655	500	100	500
5-0510-5378	MISC. OTHER SERVICES & CHARGES	4,123	3,316	3,774	4,500	4,500	4,500
	TOTAL OTHER SERVICES/CHARGES	79,067	130,129	140,126	158,971	126,006	171,671
	TOTAL COMMUNITY DEVELOPMENT	482,853	537,591	705,941	780,408	738,792	787,808

POLICE ADMINISTRATION

PERSONAL SERVICES	446,316
MATERIAL AND SUPPLIES	15,100
OTHER SERVICES AND SUPPLIES	47,745
TOTAL POLICE ADMINISTRATION	509,161
TOTAL EMPLOYEES	6
% OVER LAST YEARS BUDGET	-3.23%



**POLICE ADMINISTRATION
DEPT 610**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0610-5101	REGULAR SALARIES	289,669	300,446	295,108	317,484	314,920	315,037
5-0610-5102	OVERTIME	262	211	-	2,500	100	2,500
5-0610-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0610-5104	LONGEVITY	4,492	4,437	4,558	3,800	4,300	4,306
5-0610-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0610-5106	EDUCATIONAL INCENTIVES	250	250	251	250	250	499
5-0610-5111	FICA	12,252	12,594	12,673	20,090	19,813	19,985
5-0610-5112	MEDICARE	4,028	4,159	4,233	4,698	4,634	4,674
5-0610-5113	HEALTH INSURANCE	29,090	28,347	24,725	27,804	27,804	27,804
5-0610-5114	LIFE INSURANCE	420	457	325	576	576	576
5-0610-5115	OMRF RETIREMENT	54,628	52,609	52,293	69,737	54,950	52,762
5-0610-5116	STATE ON BEHALF OF PAY	-	-	11,562	11,830	11,830	12,350
5-0610-5130	CLOTHING ALLOWANCE	-	-	-	-	-	-
5-0610-5140	TUITION ASSISTANCE	1,061	-	-	-	-	-
5-0610-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-0610-5150	OTHER BENEFITS	-	-	-	-	-	-
5-0610-5155	WORKER'S COMPENSATION	15,864	13,712	12,918	6,719	6,719	5,824
	TOTAL PERSONAL SERVICES	412,016	417,222	418,646	465,488	445,896	446,316
5-0610-5201	OFFICE & COMPUTR SUPPLIES	2,445	2,078	3,900	3,600	3,300	3,600
5-0610-5203	FOOD & KITCHEN SUPPLIES	1,282	1,475	1,909	2,000	1,900	3,300
5-0610-5205	UNIFORMS AND CLOTHING	-	623	251	800	800	800
5-0610-5210	FUEL, OIL & LUBRICANTS	1,412	1,772	3,572	2,600	3,600	3,600
5-0610-5215	CHEMICALS	-	-	-	-	-	-
5-0610-5216	MEDICAL SUPPLIES	-	-	-	300	300	300
5-0610-5220	TOOLS & MINOR EQUIPMENT	349	894	109	1,100	1,100	1,000
5-0610-5222	BLDG MATERIALS & SUPPLIES	-	-	-	-	-	-
5-0610-5250	OTHER MATERIALS&SUPPLIES	830	3,292	1,483	2,500	2,500	2,500
	TOTAL MATERIALS AND SUPPLIES	6,318	10,134	11,224	12,900	13,500	15,100

**POLICE ADMINSTRION
DEPT 610**

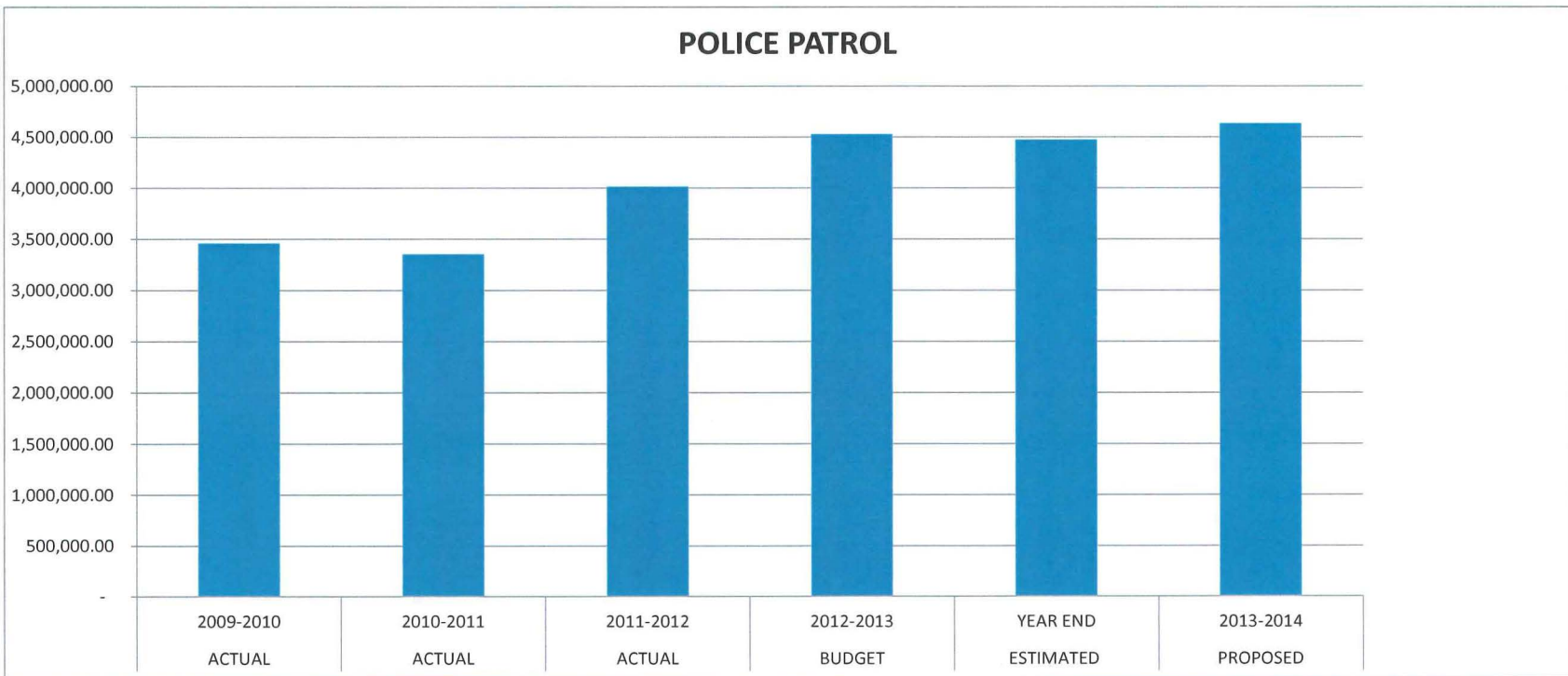
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0610-5302	REPAIR & MAINT. - BLDGS.	1,179	-	513	3,000	2,750	3,000
5-0610-5303	REPAIR & MAINT. - EQUIP.	500	-	597	1,000	1,000	1,000
5-0610-5304	REPAIR & MAINT.-VEHICLES	-	-	792	200	200	200
5-0610-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0610-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0610-5313	ACCREDITATION	-	-	-	2,500	2,500	2,500
5-0610-5317	MEDICAL SERVICES	-	-	40	1,000	1,000	1,000
5-0610-5325	TELEPHONE	4,598	3,526	3,623	5,000	5,000	5,000
5-0610-5326	PAGERS	-	-	-	-	-	-
5-0610-5328	COPY USAGE EXPENSE	-	-	-	500	500	500
5-0610-5329	POSTAGE & SHIPPING	3,381	3,907	3,010	4,000	4,000	4,000
5-0610-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0610-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0610-5337	COMM. SERVICES	3,642	1,048	2,623	5,000	5,000	5,000
5-0610-5339	OTHER CONTRACTUAL SERVCS.	161,260	152,420	-	-	-	-
5-0610-5340	TRAINING CONFERENCES	1,398	2,730	2,814	11,400	11,400	11,400
5-0610-5347	MEMBERSHIPS & DUES	710	335	680	1,195	1,195	1,195
5-0610-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0610-5351	SOFTWARE SUPPORT CNTRCTS.	-	-	-	-	-	-
5-0610-5354	PRINTING	28	177	285	300	300	300
5-0610-5355	INSURANCE	2,260	590	6,395			
5-0610-5357	EQUIPMENT RENTAL	2,316	170	173	1,000	1,000	1,000
5-0610-5377	POLICE TASK FORCE EXPENSE	10,000	10,000	10,000	10,000	10,000	10,000
5-0610-5378	MISC. OTHER SERV. & CHGS.	564	1,483	1,614	1,650	1,650	1,650
	TOTAL OTHER SERVICES/CHARGES	191,836	176,386	33,159	47,745	47,495	47,745
	TOTAL POLICE ADMINISTRATION	610,170	603,742	463,029	526,133	506,891	509,161

POLICE PATROL

PERSONAL SERVICES	\$	4,044,052.17
MATERIAL AND SUPPLIES	\$	272,500.00
OTHER SERVICES AND SUPPLIES	\$	316,580.00
TOTAL POLICE ADMINISTRATON	\$	4,633,132.17

TOTAL EMPLOYEES 58

% OVER LAST YEARS BUDGET 2.27%



**POLICE PATROL
DEPT 620**

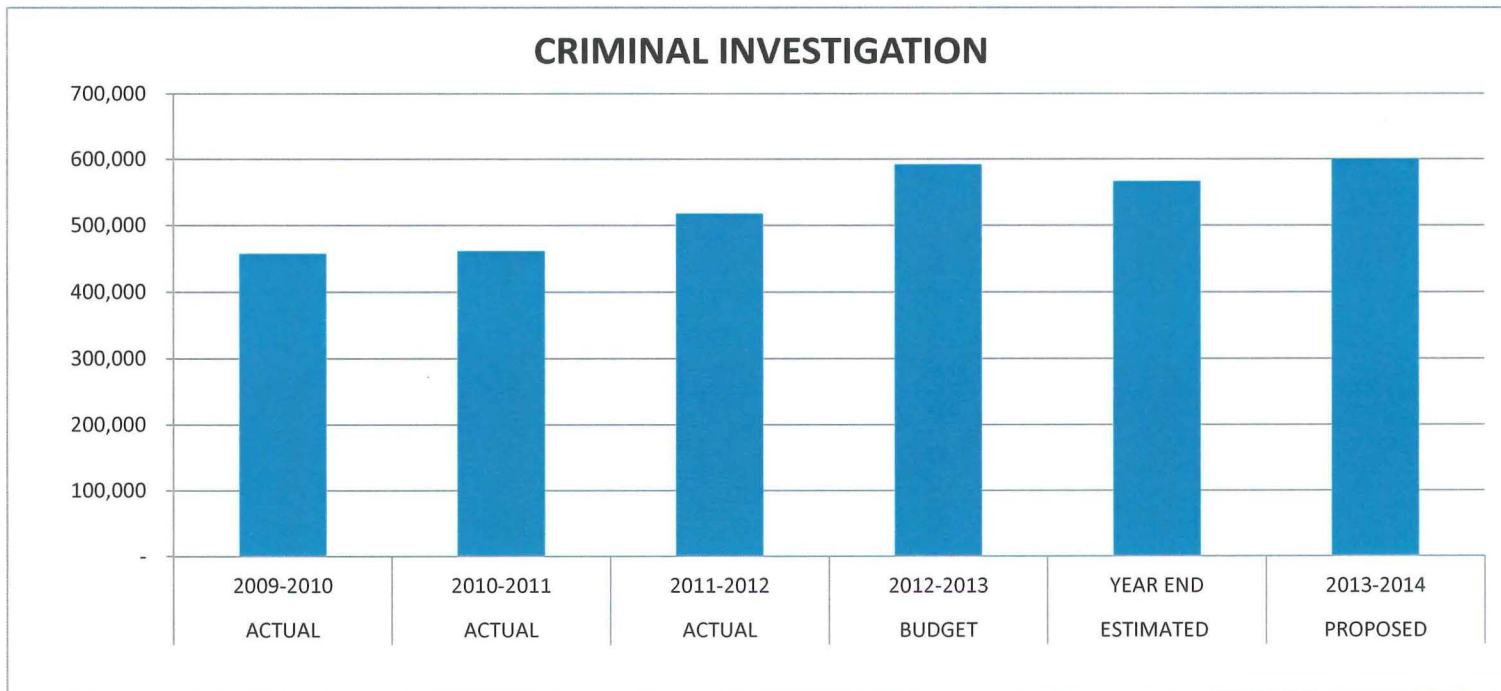
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0620-5101	REGULAR SALARIES	2,066,939.00	2,078,552.00	2,270,442.00	2,453,883.54	2,358,274.78	2,500,910.00
5-0620-5102	OVERTIME	304,850.00	324,785.00	386,613.00	300,000.00	403,862.19	300,000.00
5-0620-5104	LONGEVITY	24,349.00	24,349.00	26,640.00	30,500.00	30,500.00	28,995.20
5-0620-5105	SKILLS INCENTIVES	36,614.00	33,114.00	32,671.00	38,000.00	35,747.12	36,088.00
5-0620-5106	EDUCATIONAL INCENTIVES	19,440.00	19,340.00	22,867.00	20,000.00	23,040.00	25,000.00
5-0620-5111	FICA	-	-	-	-	-	-
5-0620-5112	MEDICARE	33,064.00	32,935.00	38,085.00	41,214.56	41,345.65	41,919.40
5-0620-5113	HEALTH INSURANCE	234,368.00	228,085.00	196,222.00	230,226.72	236,050.00	248,344.32
5-0620-5114	LIFE INSURANCE	3,211.00	3,588.00	2,848.00	4,992.00	4,992.00	4,896.00
5-0620-5115	OMRF RETIREMENT	-	16,619.00	-	-	-	-
5-0620-5116	POLICE PENSION	-	-	-	369,509.86	329,260.99	375,829.12
5-0620-5118	ICMA RETIREMENT	-	-	-	-	-	-
5-0620-5119	STATE ON BEHALF OF PAY	-	-	269,628.00	269,628.00	269,628.00	269,628.00
5-0620-5130	CLOTHING ALLOWANCE	49,000.00	-	52,000.00	54,000.00	51,000.00	57,000.00
5-0620-5140	TUITION ASSISTANCE	5,476.00	-	-	10,000.00	7,500.00	13,600.00
5-0620-5145	UNEMPLOYMENT COMPENSAT	8,900.00	-	-	-	-	-
5-0620-5150	OTHER BENEFITS	200.00	1,320.00	4,300.00	-	7,740.00	7,740.00
5-0620-5155	WORKER'S COMPENSATION	230,784.00	182,807.00	186,476.00	153,073.73	153,073.73	134,102.13
	TOTAL PERSONAL SERVICES	3,017,195.00	2,945,494.00	3,488,792.00	3,975,028.41	3,952,014.46	4,044,052.17
5-0620-5201	OFFICE & COMPUTR SUPPLIES	3,018.00	2,657.00	3,005.00	3,000.00	2,400.00	3,000.00
5-0620-5203	FOOD & KITCHEN SUPPLIES	-	-	-	-	-	-
5-0620-5204	CONCESSION STAND SUPPLIES	-	-	-	-	-	-
5-0620-5205	UNIFORMS AND CLOTHING	-	8,441.00	8,884.00	8,500.00	8,500.00	8,500.00
5-0620-5210	FUEL, OIL & LUBRICANTS	122,243.00	147,372.00	174,661.00	185,000.00	166,343.96	200,000.00
5-0620-5215	CHEMICALS	-	-	-	-	-	-
5-0620-5216	MEDICAL SUPPLIES	153.00	-	-	-	-	-
5-0620-5220	TOOLS & MINOR EQUIPMENT	5,981.00	10,101.00	7,543.00	9,000.00	8,500.00	9,000.00
5-0620-5232	AMNO/.SPECIAL TRAINING	33,928.70	33,992.00	38,445.00	50,640.00	47,469.43	47,000.00
5-0620-5224	EQUIPMENT PARTS & SUPPLIES	-	194.00	-	-	-	-
5-0620-5250	OTHER MATERIALS&SUPPLIES	4,309.00	4,748.00	4,734.00	5,000.00	5,000.00	5,000.00
	TOTAL MATERIALS AND SUPPLIES	169,632.70	207,505.00	237,272.00	261,140.00	238,213.39	272,500.00
5-0620-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
5-0620-5303	REPAIR & MAINT. - EQUIP.	2,056.00	1,578.00	2,872.00	2,000.00	1,500.00	2,000.00

**POLICE PATROL
DEPT 620**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0620-5304	REPAIR & MAINT.-VEHICLES	45,418.00	41,424.00	64,779.00	75,000.00	65,000.00	75,000.00
5-0620-5306	EQUIP. SERV.-R&M VEHICLES	55.00	-	-	-	-	-
5-0620-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0620-5317	MEDICAL SERVICES	549.00	1,353.00	973.00	2,000.00	1,000.00	2,000.00
5-0620-5320	NATURAL GAS	3,281.00	2,614.00	2,356.00	3,500.00	2,400.00	3,500.00
5-0620-5321	ELECTRICITY	10,140.00	9,934.00	12,312.00	10,000.00	12,000.00	10,000.00
5-0620-5325	TELEPHONE	13,956.00	12,871.00	27,483.00	12,500.00	25,000.00	25,000.00
5-0620-5328	POLC MOBL COMPUT COMM FEE	23,117.00	27,098.00	14,756.00	31,680.00	28,930.00	31,680.00
5-0620-5329	POSTAGE & SHIPPING	(38.00)	49.00	64.00	500.00	250.00	500.00
5-0620-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0620-5339	OTHER CONTRACTUAL SERVS.	9,660.00	6,988.00	11,830.00	13,000.00	11,000.00	13,600.00
5-0620-5340	TRAINING CONFERENCES	7,457.00	5,956.00	27,281.00	14,500.00	14,500.00	14,500.00
5-0620-5341	OTHER TRAINING	1,770.00	3,325.00	3,949.00	3,900.00	3,900.00	3,900.00
5-0620-5343	PROMOTION TESTING	-	6,515.00	5,915.00	8,000.00	5,000.00	8,000.00
5-0620-5345	TRAVEL	225.00	-	1,862.00	2,000.00	1,500.00	2,000.00
5-0620-5347	MEMBERSHIPS & DUES	225.00	1,773.00	350.00	1,500.00	500.00	1,600.00
5-0620-5349	BOOKS & SUBSCRIPTIONS	1,636.00	1,646.00	1,545.00	2,700.00	2,300.00	2,700.00
5-0620-5350	SOFTWARE PURCHASES	19,277.00	19,696.00	28,408.00	28,000.00	27,500.00	33,000.00
5-0620-5351	SOFTWARE SUPPORT CNTRCTS.	-	-	-	-	-	-
5-0620-5353	LEGAL ADVERTISING	103.00	-	-	500.00	-	500.00
5-0620-5354	PRINTING	226.00	627.00	351.00	1,000.00	750.00	100.00
5-0620-5355	INSURANCE	121,452.00	23,028.00	77,338.00	75,000.00	74,350.00	80,000.00
5-0620-5357	EQUIPMENT RENTAL	232.00	42.00	32.00	-	-	-
5-0620-5365	CLAIM SETTLEMENTS	-	-	-	-	-	-
5-0620-5377	POLICE TASK FORCE EXPENSE	-	-	-	-	-	-
5-0620-5378	MISC. OTHER SERV. & CHGS.	2,375.00	5,775.00	5,032.00	7,000.00	5,200.00	7,000.00
5-0620-5379	MISC. SERVICES/GRANTS	10,795.00	26,607.00	-	-	-	-
	TOTAL OTHER SERVICES/CHARGES	273,967.00	198,899.00	289,488.00	294,280.00	282,580.00	316,580.00
	TOTAL PATROL	3,460,794.70	3,351,898.00	4,015,552.00	4,530,448.41	4,472,807.85	4,633,132.17

CRIMINAL INVESTIGATIONS

PERSONAL SERVICES	505,309
MATERIAL AND SUPPLIES	18,800
OTHER SERVICES AND SUPPLIES	76,600
TOTAL CRIMINAL INVESTIGATIONS	600,709
% OVER LAST YEAR	1.46%
# OFFICERS BUDGETED	6 FT 1 PT



**CRIMINAL INVESTIGATION
DEPT 630**

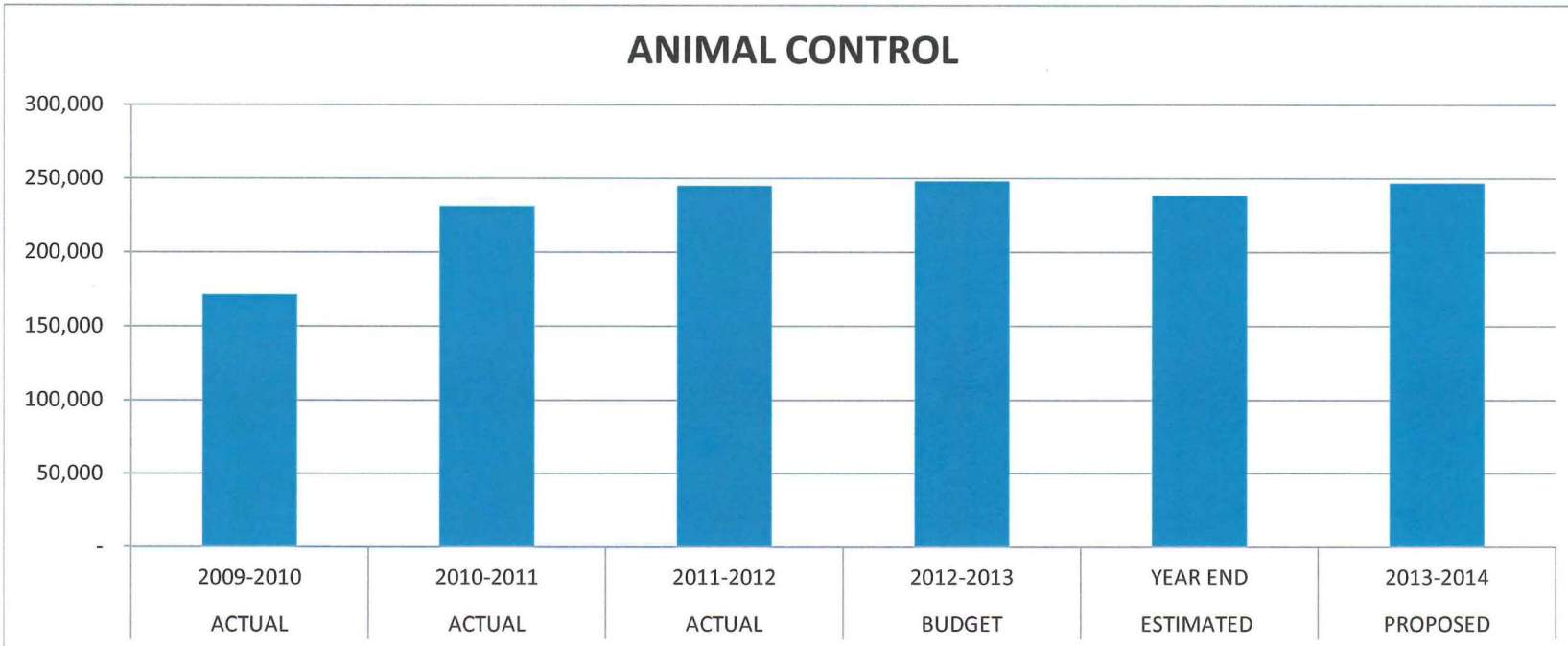
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0630-5101	REGULAR SALARIES	310,151	302,450	282,050	303,949	300,022	313,252
5-0630-5102	OVERTIME	21,150	21,009	26,661	25,000	25,000	25,000
5-0630-5103	PART TIME SALARIES	-	3,649	-	8,500	5,000	8,500
5-0630-5104	LONGEVITY	-	5,822	4,985	6,000	5,021	5,429
5-0630-5105	SKILLS INCENTIVES	7,144	5,487	2,947	5,850	3,084	3,224
5-0630-5106	EDUCATIONAL INCENTIVES	3,370	2,970	2,651	3,125	3,125	3,125
5-0630-5111	FICA	2,147	240	2,303	2,400	2,400	2,500
5-0630-5112	MEDICARE	3,218	2,976	3,681	5,004	4,948	5,235
5-0630-5113	HEALTH INSURANCE	34,286	39,837	30,209	37,221	38,137	39,718
5-0630-5114	LIFE INSURANCE	418	434	301	576	576	576
5-0630-5115	OMRF RETIREMENT	9,191	8,834	8,888	8,723	8,723	9,147
5-0630-5116		0	-	33,037	38,213	38,213	35,583
5-0630-5119	STATE ON BEHALF OF PAY	-	-	30,372	31,283	31,283	31,283
5-0630-5130	CLOTHING ALLOWANCE	5,000	-	-	5,000	5,000	5,000
5-0630-5140	TUITION ASSISTANCE	-	-	5,000	-	-	-
5-0630-5150	OTHER BENEFITS	-	1,400	2,400	2,880	2,880	2,880
5-0630-5155	WORKER'S COMPENSATION	14,472	12,502	11,778	16,831	16,831	14,857
	TOTAL PERSONAL SERVICES	410,547	407,610	447,263	500,555	490,242	505,309
5-0630-5201	OFFICE & COMPUTR SUPPLIES	1,508	2,313	3,282	3,000	2,800	4,000
5-0630-5203	FOOD & KITCHEN SUPPLIES	-	-	-	-	-	-
5-0630-5205	UNIFORMS AND CLOTHING	-	-	-	400	400	400
5-0630-5210	FUEL, OIL & LUBRICANTS	6,543	8,654	10,158	9,000	9,650	10,000
5-0630-5215	CHEMICALS	-	-	-	800	-	800
5-0630-5220	TOOLS & MINOR EQUIPMENT	999	780	789	1,800	1,500	1,800
5-0630-5224	EQUIPMENT PARTS & SUPPLIES	-	-	-	-	-	-
5-0630-5250	OTHER MATERIALS&SUPPLIES	791	672	1,379	1,800	750	1,800
	TOTAL MATERIALS AND SUPPLIES	9,841	12,419	15,608	16,800	15,100	18,800

**CRIMINAL INVESTIGATION
DEPT 630**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0630-5303	REPAIR & MAINT. - EQUIP.	-	34	25	400	-	400
5-0630-5304	REPAIR & MAINT.-VEHICLES	1,402	215	1,400	2,000	1,500	2,000
5-0630-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0630-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0630-5317	MEDICAL SERVICES	-	-	-	150	50	150
5-0630-5320	NATURAL GAS	995	850	772	850	790	850
5-0630-5321	ELECTRICITY	4,795	4,241	5,660	5,500	5,700	5,700
5-0630-5325	TELEPHONE	6,823	4,815	3,946	5,500	4,300	5,500
5-0630-5328	COPY USAGE EXPENSE	-	-	-	100	-	-
5-0630-5329	POSTAGE & SHIPPING	(12)	-	-	-	-	-
5-0630-5335	TEMPORARY LABOR SERVICES	8,350	8,920	15,900	20,000	20,120	20,000
5-0630-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0630-5339	OTHER CONTRACTUAL SERV	-	-	-	-	-	2,300
5-0630-5340	TRAINING CONFERENCES	3,525	2,870	3,897	4,500	4,380	5,000
5-0630-5341	OTHER TRAINING	-	-	-	-	-	-
5-0630-5347	MEMBERSHIPS & DUES	125	200	125	1,000	500	1,000
5-0630-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0630-5351	SOFTWARE SUPPORT CNTRCTS.	8,338	17,639	18,150	28,000	19,000	28,000
5-0630-5354	PRINTING	-	-	-	200	-	200
5-0630-5355	INSURANCE	2,438	1,502	4,872	3,000	3,000	3,000
5-0630-5357	EQUIPMENT RENTAL	51	26	25	500	250	500
5-0630-5378	MISC. OTHER SERV. & CHGS.	537	407	414	3,000	1,800	2,000
	TOTAL OTHER SERVICES/CHARGES	37,367	41,719	55,186	74,700	61,390	76,600
	TOTAL CRIMINAL INVEASTIGATION	457,755	461,748	518,057	592,055	566,732	600,709

ANIMAL CONTROL

PERSONAL SERVICES	200,266
MATERIAL AND SUPPLIES	16,700
OTHER SERVICES AND SUPPLIES	29,800
TOTAL ANIMAL CONTROL	246,766
% OVER LAST YEARS BUDGET	-0.49%
# EMPLOYEES	4



**ANIMAL CONTROL
DEPT 640**

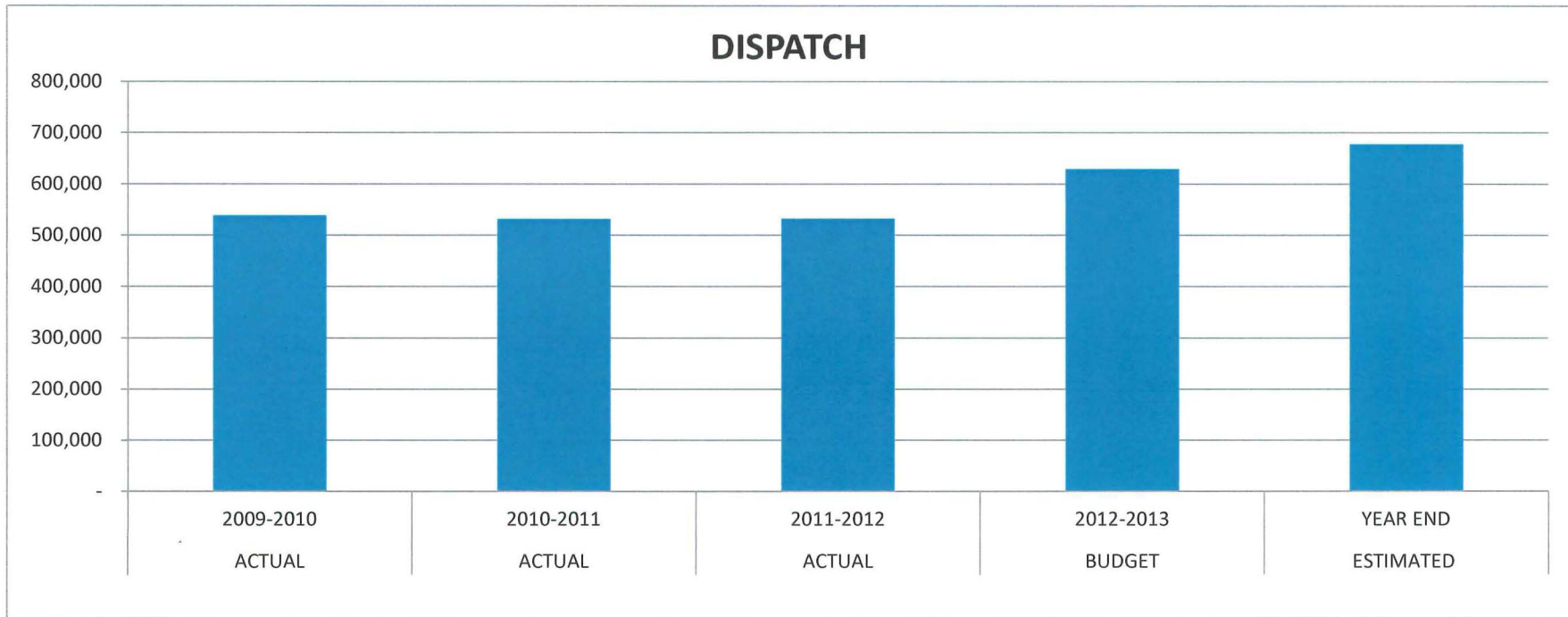
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0640-5101	REGULAR SALARIES	96,614	125,685	128,101	128,830	128,790	129,834
5-0640-5102	OVERTIME	2,707	2,042	3,490	4,000	3,750	4,000
5-0640-5104	LONGEVITY	2,085	2,235	2,345	2,500	2,371	2,371
5-0640-5105	SKILLS INCENTIVES	572	604	630	750	666	666
5-0640-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-0640-5111	FICA	5,839	7,254	7,979	8,437	8,406	8,486
5-0640-5112	MEDICARE	1,366	1,696	1,866	1,973	1,966	1,985
5-0640-5113	HEALTH INSURANCE	17,375	20,401	18,694	21,166	21,166	21,166
5-0640-5114	LIFE INSURANCE	237	316	212	384	384	384
5-0640-5115	OMRF RETIREMENT	24,399	29,529	30,442	30,618	31,183	28,563
5-0640-5145	UNEMP COMPENSATION	-	7,192	324	-	-	-
5-0640-5155		0	-	4,731	3,965	3,965	2,812
	TOTAL PERSONAL SERVICES	151,194	196,954	198,814	202,623	202,646	200,266
5-0640-5201	OFFICE & COMPUTR SUPPLIES	135	188	659	400	350	400
5-0640-5205	UNIFORMS AND CLOTHING	446	1,618	1,337	1,500	1,350	1,500
5-0640-5210	FUEL, OIL & LUBRICANTS	4,096	8,511	9,574	8,700	8,700	8,700
5-0640-5215	CHEMICALS	933	1,309	1,107	2,000	1,500	2,000
5-0640-5220	TOOLS & MINOR EQUIPMENT	1,628	1,388	1,281	1,600	1,250	1,600
5-0640-5224	EQUIPMENT PARTS & SUPPLIES	-	-	-	-	-	-
5-0640-5250	OTHER MATERIALS&SUPPLIES	1,837	1,056	1,649	2,500	1,750	2,500
	TOTAL MATERIALS AND SUPPLIES	9,075	14,070	15,607	16,700	14,900	16,700
5-0640-5302	REPAIR & MAINT. - BLDGS.	954	437	4,868	2,000	750	2000
5-0640-5303	REPAIR & MAINT. - EQUIP.	155	195	385	200	150	200
5-0640-5304	REPAIR & MAINT.-VEHICLES	415	2,375	5,001	2,750	500	2750
5-0640-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	0
5-0640-5311	AUDITING SERVICES	-	-	-	-	-	0

**ANIMAL CONTROL
DEPT 640**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0640-5317	MEDICAL SERVICES	-	2,100	-	400	250	400
5-0640-5320	NATURAL GAS		2,654	1,934	1,000	2,000	2500
5-0640-5321	ELECTRICITY	3,721	2,919	4,514	5,500	4,600	5500
5-0640-5325	TELEPHONE	1,635	1,233	1,513	1,600	1,600	1600
5-0640-5326	PAGERS	-	-	-	-	-	0
5-0640-5329	POSTAGE & SHIPPING	(7)	-	1	-	-	0
5-0640-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	0
5-0640-5336	JANITORIAL SERVICES	-	-	-	-	-	0
5-0640-5339	OTHER CONTRACTUAL SERVCS.	240	836	240	2,500	500	1750
5-0640-5340	TRAINING CONFERENCES	415	1,459	1,185	1,500	1,200	1500
5-0640-5347	MEMBERSHIPS & DUES	-	-	-	-	-	0
5-0640-5354	PRINTING	467	495	460	500	250	500
5-0640-5355	INSURANCE	1,620	3,475	8,986	8,600	8,600	9000
5-0640-5357	EQUIPMENT RENTAL	41	15	13	400	350	400
5-0640-5378	MISC. OTHER SERV. & CHGS.	1,528	1,779	1,326	1,700	150	1700
	TOTAL OTHER SERVICES/CHARGES	11,184	19,972	30,426	28,650	20,900	29,800
	TOTAL ANIMAL CONTROL	171,453	230,996	244,847	247,973	238,446	246,766

DISPATCH

PERSONAL SERVICES	647,633
MATERIAL AND SUPPLIES	3,300
OTHER SERVICES AND SUPPLIES	11,470
TOTAL DISPATCH	662,403
% OVER LAST YEAR BUDGET	5.26%
# EMPLOYEES	12



DISPATCH
DEPT 660

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0660-5101	REGULAR SALARIES	331,514	317,346	331,835	419,614	411,617	416,042
5-0660-5102	OVERTIME	29,650	39,527	30,551	11,000	49,573	30,000
5-0660-5103	PART TIME SALARIES	-	1,847	-	-	-	10,000
5-0660-5104	LONGEVITY	1,027	1,193	1,336	900	1,318	1,340
5-0660-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0660-5106	EDUCATIONAL INCENTIVES	1,074	1,353	1,546	1,400	1,400	1,400
5-0660-5111	FICA	21,656	20,912	21,842	26,841	28,762	28,444
5-0660-5112	MEDICARE	5,065	4,891	5,108	6,277	6,727	6,652
5-0660-5113	HEALTH INSURANCE	34,115	38,915	35,445	49,039	42,034	43,000
5-0660-5114	LIFE INSURANCE	744	1,215	578	1,152	753	1,152
5-0660-5115	OMRF RETIREMENT	86,939	80,989	81,340	94,455	110,712	105,520
5-0660-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0660-5145		0	-	1,324	-	5,300	-
5-0660-5150	OTHER BENEFITS	120	480	480	480	480	480
5-0660-5155	WORKER'S COMPENSATION	16,392	14,166	13,345	4,206	4,206	3,603
	TOTAL PERSONAL SERVICES	528,296	522,834	524,730	615,363	662,881	647,633
5-0660-5201	OFFICE & COMPUTR SUPPLIES	1,639	1,443	1,589	1,500	1,500	1,500
5-0660-5220	TOOLS & MINOR EQUIPMENT	-	-	-	300	300	300
5-0660-5250	OTHER MATERIALS&SUPPLIES	398	826	470	1,500	1,500	1,500
	TOTAL MATERIALS AND SUPPLYS	2,037	2,269	2,059	3,300	3,300	3,300
5-0660-5302	REPAIR & MAINT. - BLDGS.	-	-	-	1,200	1,200	1,200
5-0660-5303	REPAIR & MAINT. - EQUIP.	-	-	-	-	-	-
5-0660-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0660-5317	MEDICAL SERVICES	-	-	-	250	250	250
5-0660-5325	TELEPHONE	7,908	4,797	3,736	6,000	6,000	6,000
5-0660-5326	PAGERS	-	-	-	-	-	-
5-0660-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0660-5339	OTHER CONTRACTUAL SERVS.	-	-	-	-	-	-

**DISPATCH
DEPT 660**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0660-5340	TRAINING CONFERENCES		1,621	1,352	2,500	2,500	2,500
5-0660-5345	TRAVEL	-		-	-	-	-
5-0660-5347	MEMBERSHIPS & DUES	212	92	-	420	420	420
5-0660-5349	BOOKS & SUBSCRIPTIONS	21	-	-	-		-
5-0660-5354	PRINTING			-	-		-
5-0660-5355	INSURANCE	-	-	482	-	943	500
5-0660-5357	EQUIPMENT RENTAL		416	348	-	212	350
5-0660-5378	MISC. OTHER SERV. & CHGS.	4	125	5	250	250	250
	TOTAL OTHER SERVICES/CHARGES	8,145	7,051	5,923	10,620	11,775	11,470
	TOTAL DISPATCH	538,478	532,154	532,712	629,283	677,956	662,403

**UNZNER
650**

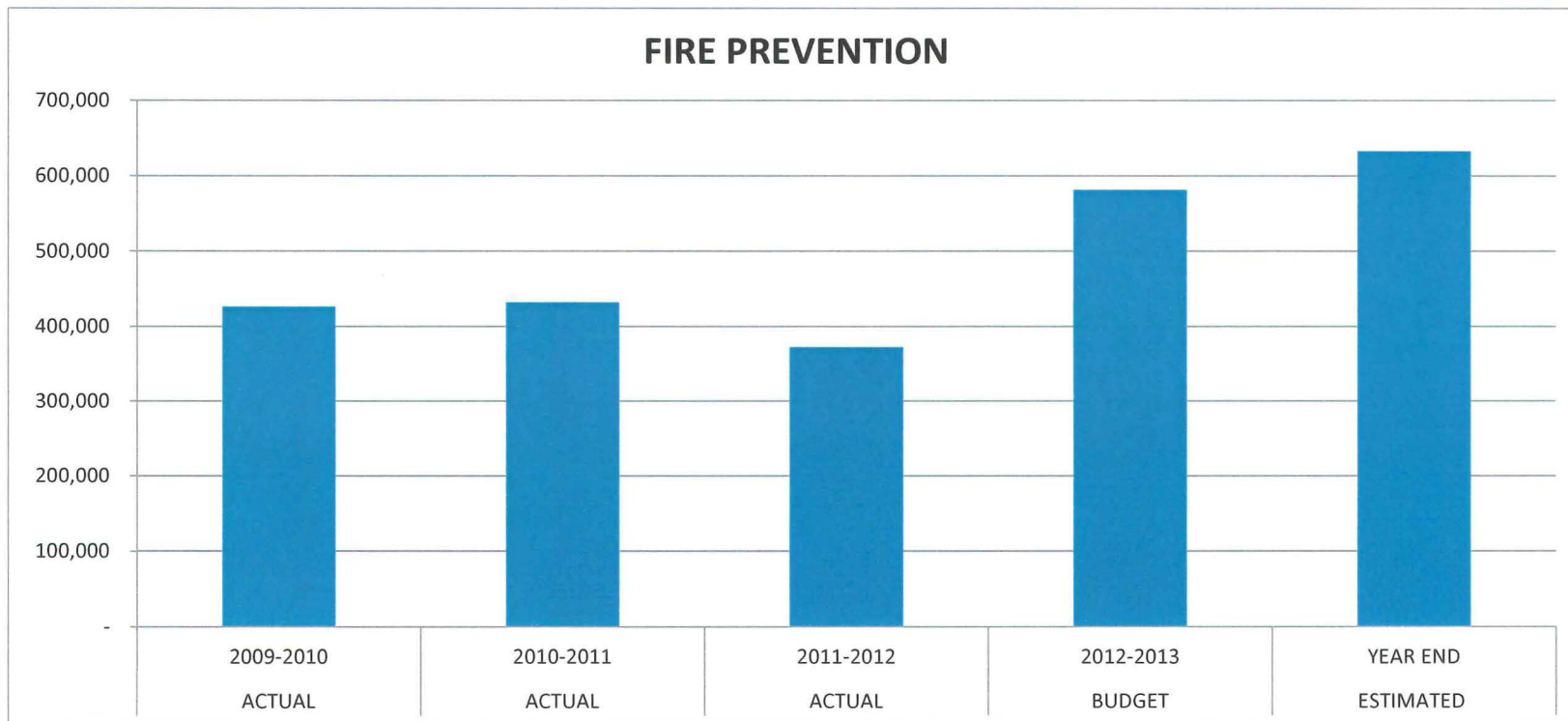
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0650-5101	REGULAR SALARIES	-	-	14,806	35,000	50,332	37,500
5-0650-5102	OVERTIME	-	-	-	-	-	-
5-0650-5103	PART TIME SALARIES	-	-	2,303	12,000	-	12,000
5-0650-5104	LONGEVITY	-	-	-	-	-	-
5-0650-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0650-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-0650-5111	FICA	-	-	1,026	1,974	2,114	2,079
5-0650-5112	MEDICARE	-	-	240	682	705	718
5-0650-5113	HEALTH INSURANCE	-	-	-	7,200	4,587	3,504
5-0650-5114	LIFE INSURANCE	-	-	21	96	82	96
5-0650-5115	OMRF RETIREMENT	-	-	2,763	8,372	7,893	7,967
5-0650-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0650-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-0650-5150	OTHER BENEFITS	-	-	-	4,525	-	-
5-0650-5155	WORKER'S COMPENSATION	-	-	-	-	1,208	1,329
	TOTAL PERSONAL SERVICES	-	-	21,159	69,848	66,920	65,192
5-0650-5201	OFFICE & COMPUTR SUPPLIES	-	-	604	5,720	5,000	6,000
5-0650-5220	TOOLS & MINOR EQUIPMENT	-	-	-	-	-	-
5-0650-5250	OTHER MATERIALS&SUPPLIES	-	-	-	-	-	-
	TOTAL MATERIALS AND SUPPLYS	-	-	604	5,720	5,000	6,000
5-0650-5302	REPAIR & MAINT. - BLDGS.	-	-	-	-	-	-
5-0650-5303	REPAIR & MAINT. - EQUIP.	-	-	-	-	-	-
5-0650-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0650-5317	MEDICAL SERVICES	-	-	107	-	250	250
5-0650-5325	TELEPHONE	-	-	468	-	800	1,000

**UNZNER
650**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0650-5326	PAGERS	-	-	-	-	-	-
5-0650-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0650-5339	OTHER CONTRACTUAL SERVCS.	-	-	-	-	-	-
5-0650-5340	TRAINING CONFERENCES	-	-	-	1,000	7,800	3,500
5-0650-5345	TRAVEL	-	-	-	500	-	1,000
5-0650-5347	MEMBERSHIPS & DUES	-	-	-	-	-	-
5-0650-5360	RENT/UTILITIES	-	-	3,806	9,932	9,932	9,932
5-0650-5354	PRINTING	-	-	199	500	-	500
5-0650-5357	EQUIPMENT RENTAL	-	-	-	-	-	-
5-0650-5378	MISC. OTHER SERV. & CHGS.	-	-	1,659	1,500	1,900	7,525
	TOTAL OTHER SERVICES/CHARGES	-	-	6,239	13,432	20,682	23,707
	TOTAL DISPATCH	-	-	28,002	89,000	92,602	94,899

FIRE PREVENTION

PERSONAL SERVICES	542,072
MATERIAL AND SUPPLIES	15,550
OTHER SERVICES AND SUPPLIES	28,150
TOTAL FIRE PREVENTION	585,772
% OVER LAST YEARS BUDGET	0.81%
# EMPLOYEES	4



**FIRE PREVENTION
DEPT 710**

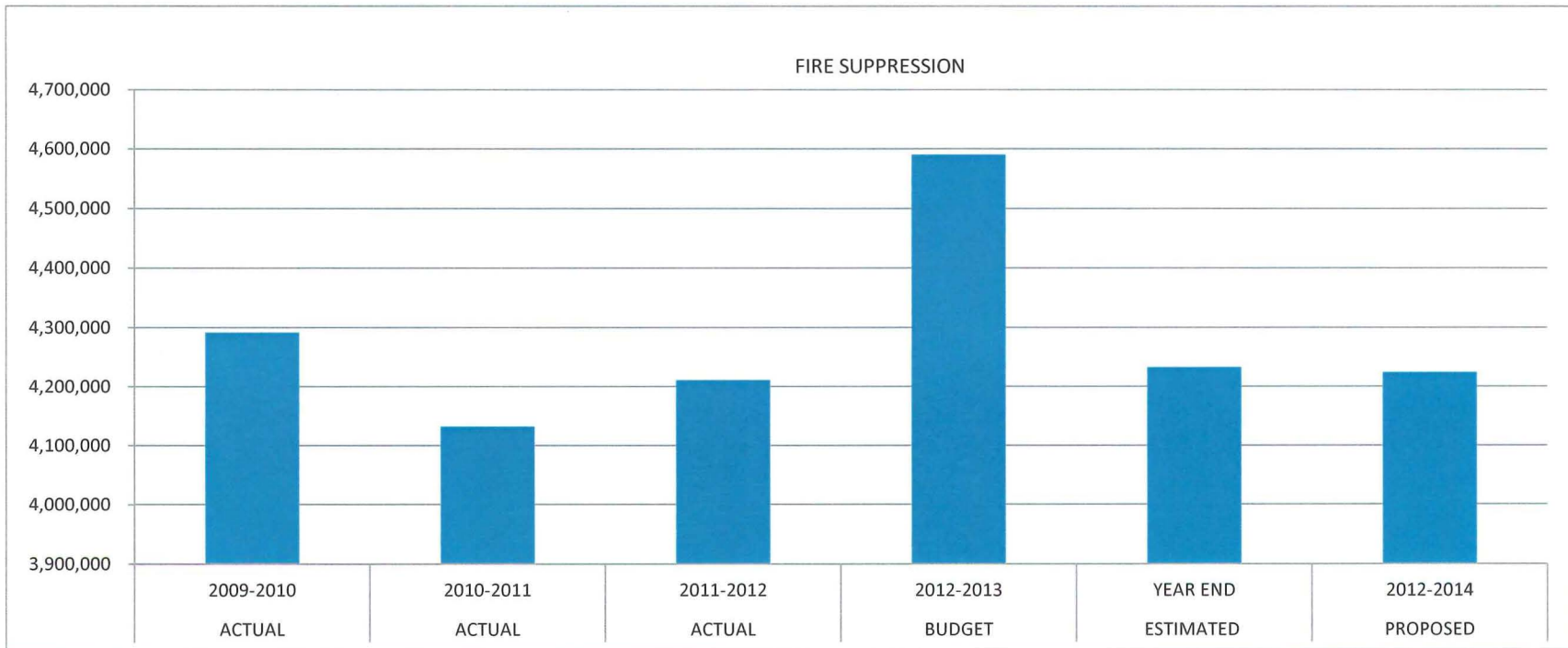
Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2012-2014
REGULAR SALARIES	240,151	244,670	253,745	351,335	394,794	337,272
OVERTIME	2,870	1,431	959	3,000	1,000	3,000
LONGEVITY	6,400	6,651	7,162	6,400	7,900	7,966
SKILLS INCENTIVES	12,544	10,965	10,561	12,000	9,000	8,986
EDUCATIONAL INCENTIVES	1,961	1,960	1,966	2,000	2,000	2,000
FICA	2,376	2,205	2,295	2,600	2,728	2,790
MEDICARE	2,648	2,659	2,824	5,434	6,013	5,209
HEALTH INSURANCE	22,482	25,800	21,269	28,000	33,450	32,459
LIFE INSURANCE	280	316	229	480	480	480
OMRF RETIREMENT	9,552	9,036	8,960	4,346	5,873	5,767
FIREFIGHTERS PENSION	91,313	85,957	30,312	32,092	53,910	52,150
STATE ON BEHALF OF PAY	-	-	-	61,956	61,956	61,956
TUITION ASSISTANCE	-	-	-	1,500	1,500	1,500
OTHER BENEFITS	1,380	1,920	1,920	1,920	1,920	1,920
WORKER'S COMPENSATION	12,888	10,210	10,493	22,693	22,693	18,617
TOTAL PERSONAL SERVICES	406,845	403,780	352,695	535,755	605,217	542,072
OFFICE & COMPUTR SUPPLIES	207	135	790	1,250	637	1,250
UNIFORMS AND CLOTHING	701	-	-	1,500	800	1,500
FUEL, OIL & LUBRICANTS	4,090	7,866	7,797	9,500	7,388	10,500
TOOLS & MINOR EQUIPMENT	-	-	-	500	-	500
AMMO/SPECIAL TRAINING	-	-	687	800	800	800
OTHER MATERIALS&SUPPLIES	600	648	600	1,000	1,000	1,000
TOTAL MATERIALS AND SUPPLIES	5,598	8,649	9,874	14,550	10,625	15,550

FIRE PREVENTION**DEPT 710**

Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2012-2014
REPAIR & MAINT. - BLDGS.	5,068	7,211	1,131	8,000	5,131	8,000
REPAIR & MAINT.-VEHICLES	15	218	32	500	25	500
EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
AUDITING SERVICES	-	-	-	-	-	-
NATURAL GAS	209	1,157	116	1,200	375	1,200
ELECTRICITY	719	636	849	1,000	850	1,000
TELEPHONE	3,669	2,310	2,038	2,500	2,500	2,500
PAGERS	-	-	-	-	-	-
COPY USAGE EXPENSE	504	343	675	850	568	850
POSTAGE & SHIPPING	30	-	119	100	100	100
OTHER CONTRACTUAL SERVCs.	-	-	-	-	-	-
TRAINING CONFERENCES	643	380	543	8,500	3,150	4,500
OTHER TRAINING	-	550	-	-	-	-
MEMBERSHIPS & DUES	276	276	151	1,000	350	1,000
BOOKS & SUBSCRIPTIONS	851	1,786	1,405	2,250	2,250	4,000
SOFTWARE PURCHASES	-	-	-	-	-	-
SOFTWARE SUPPORT CNTRCTS.	-	-	-	-	-	-
PRINTING	51	-	-	350	-	-
INSURANCE	1,693	231	439	750	449	750
EQUIPMENT RENTAL	26	2,271	1,897	1,750	989	1,750
MISC. OTHER SERVICES & CHARGES	151	2,111	403	2,000	300	2,000
TOTAL OTHER SERVICES/CHARGES	13,905	19,480	9,798	30,750	17,037	28,150
TOTAL FIRE PREVENTION	426,348	431,909	372,367	581,055	632,879	585,772

FIRE SUPPRESSION

PERSONAL SERVICES	3,801,272
MATERIAL AND SUPPLIES	155,600
OTHER SERVICES AND SUPPLIES	266,800
TOTAL FIRE PREVENTION	4,223,672
% OVER LAST YEARS BUDGET	-8.00%
# EMPLOYEES	4



**FIRE SUPPRESSION
DEPT 720**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0720-5101	REGULAR SALARIES	2,141,727	2,150,903	2,173,362	2,307,584	2,085,351	1,981,816
5-0720-5102	OVERTIME	482,677	537,905	472,036	420,000	434,000	450,000
5-0720-5104	LONGEVITY	2,222	2,305	1,387	2,400	2,400	2,400
5-0720-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0720-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-0720-5111	FICA	-	-	-	-	-	-
5-0720-5112	MEDICARE	31,541	32,700	33,313	39,585	36,565	35,296
5-0720-5113	HEALTH INSURANCE	244,869	253,968	203,365	250,648	239,461	253,621
5-0720-5114	LIFE INSURANCE	2,843	3,535	2,381	3,936	27,536	4,224
5-0720-5115	OMRF RETIREMENT	-	-	-	28,138	-	-
5-0720-5117	FIREFIGHTERS PENSION	908,984	945,326	388,387	354,898	327,828	340,790
5-0720-5119	STATE ON BEHALF OF PAY	-	-	604,668	604,668	604,668	604,668
5-0720-5140	TUITION ASSISTANCE	920	3,120	4,581	5,000	2,500	5,000
5-0720-5145	UNEMPLOYEMENT INSURANCE	-	-	-	-	-	-
5-0720-5150	OTHER BENEFITS	720	720	480	-	-	-
5-0720-5155	WORKER'S COMPENSATION	234,912	202,987	189,831	155,807	155,807	123,457
	TOTAL PERSONAL SERVICES	4,051,415	3,896,923	3,896,923	4,172,663	3,916,117	3,801,272
5-0720-5201	OFFICE & COMPUTR SUPPLIES	1,236	317	1,593	3,000	2,892	3,000
5-0720-5203	FOOD & KITCHEN SUPPLIES	1,621	1,947	3,261	2,500	2,889	2,500
5-0720-5205	UNIFORMS AND CLOTHING	51,602	51,952	59,856	76,500	53,299	76,500
5-0720-5210	FUEL, OIL & LUBRICANTS	28,046	38,656	36,537	47,500	34,870	47,500
5-0720-5216	MEDICAL SUPPLIES	-	-	914	600	457	600
5-0720-5220	TOOLS & MINOR EQUIPMENT	15,727	7,033	17,044	13,000	13,000	13,000
5-0720-5250	OTHER MATERIALS&SUPPLIES	9,205	5,796	11,119	12,500	9,356	12,500
	TOTAL MATERIALS AND SUPPLIES	107,437	105,701	130,324	155,600	116,763	155,600
5-0720-5301	EQUIPMENT MAINT CONTRACT	-	-	4,170	7,500	2,085	7,500
5-0720-5302	REPAIR & MAINT. - BLDGS.	5,072	161	2,365	8,000	8,000	9,500
5-0720-5303	REPAIR & MAINT. - EQUIP.	4,687	3,242	10,252	17,000	7,677	17,000

**FIRE SUPPRESSION
DEPT 720**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0720-5304	REPAIR & MAINT.-VEHICLES	30,001	46,586	46,564	60,000	31,431	60,000
5-0720-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0720-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0720-5317	MEDICAL SERVICES	11,175	18,038	18,810	25,000	25,000	25,000
5-0720-5320	NATURAL GAS	10,325	6,973	6,571	11,000	4,686	11,000
5-0720-5321	ELECTRICITY	9,589	8,599	11,320	11,000	9,735	11,000
5-0720-5325	TELEPHONE	5,768	5,818	6,919	6,500	6,602	6,500
5-0720-5326	PAGERS	-	-	-	-	-	-
5-0720-5328	COPY USAGE EXPENSE	-	57	-	-	-	-
5-0720-5329	POSTAGE & SHIPPING	(289)	531	24	1,400	735	1,400
5-0720-5336	JANITORIAL SERVICES	6,662	3,286	6,877	8,000	6,034	8,000
5-0720-5339	OTHER CONTRACTUAL SERVC.	17,487	16,162	31,639	33,000	29,961	35,000
5-0720-5340	TRAINING CONFERENCES	300	168	735	7,000	5,110	7,000
5-0720-5341	OTHER TRAINING	185	698	192	-	-	-
5-0720-5345	TRAVEL	-	-	-	-	-	-
5-0720-5347	MEMBERSHIPS & DUES	4,011	4,039	3,656	5,000	3,267	5,000
5-0720-5349	BOOKS & SUBSCRIPTIONS	242	349	184	500	399	500
5-0720-5350	SOFTWARE PURCHASES	-	-	-	2,500	2,948	4,000
5-0720-5353	LEGAL ADVERTISING	-	-	-	400	-	400
5-0720-5354	PRINTING	-	-	-	850	48	850
5-0720-5355	INSURANCE	19,648	6,895	32,869	49,500	48,652	48,650
5-0720-5357	EQUIPMENT RENTAL	3,088	443	970	500	115	500
5-0720-5378	MISC. OTHER SERV. & CHGS.	4,757	7,484	3,601	8,000	7,157	8,000
	TOTAL OTHER SERVICES/CHARGES	132,708	129,529	183,548	262,650	199,642	266,800
	TOTAL FIRE SUPPRESSION	4,291,560	4,132,153	4,210,795	4,590,913	4,232,522	4,223,672

FIRE TRAINING

PERSONAL SERVICES	117,274
MATERIAL AND SUPPLIES	4,800
OTHER SERVICES AND SUPPLIES	65,600
TOTAL FIRE TRAINING	187,674
% OVER LASTS YEARS BUDGET	2.90%
# EMPLOYEES	1



**FIRE TRAINING
DEPT 730**

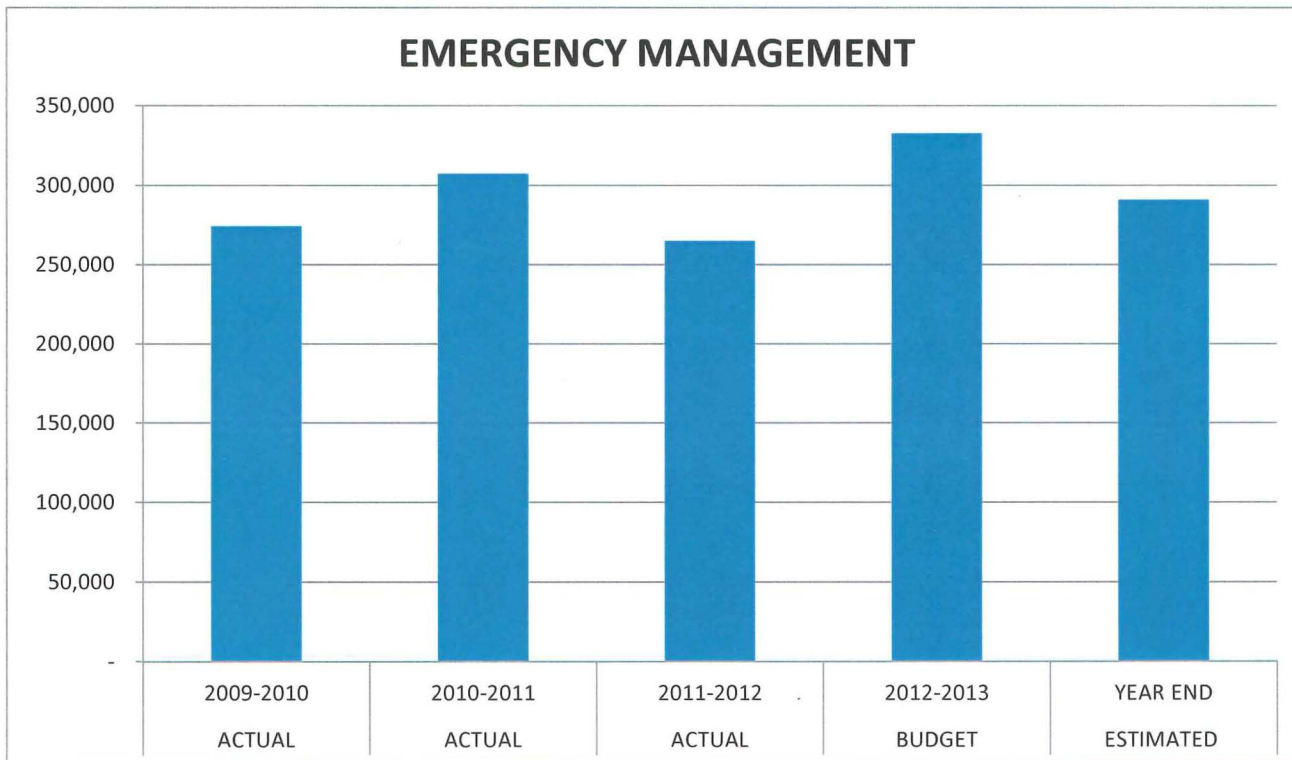
Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0730-5101	REGULAR SALARIES	67,229	68,577	68,791	71,684	72,384	72,898
5-0730-5102	OVERTIME	-	-	-	-	-	-
5-0730-5104	LONGEVITY	1,116	1,196	1,287	1,196	1,287	1,300
5-0730-5105	SKILLS INCENTIVES	2,608	2,607	2,614	2,600	2,600	2,600
5-0730-5106	EDUCATIONAL INCENTIVES	501	501	502	500	500	500
5-0730-5111	FICA	-	-	-	-	-	-
5-0730-5112	MEDICARE	1,014	1,012	1,042	1,102	1,113	1,121
5-0730-5113	HEALTH INSURANCE	6,162	6,612	5,285	6,000	6,000	6,000
5-0730-5114	LIFE INSURANCE	70	79	57	96	96	96
5-0730-5117	FIREFIGHTERS PENSION	24,988	25,033	27,830	9,319	9,980	10,822
5-0730-5119	STATE ON BEHALF OF PAY	-	-	-	15,612	15,612	15,612
5-0730-5140	TUITION ASSISTANCE	-	-	-	1,000	-	1,000
5-0730-5150	OTHER BENEFITS	720	720	720	720	720	720
5-0730-5155	WORKER'S COMPENSATION	3,060	2,642	2,489	5,156	5,156	4,606
	TOTAL PERSONAL SERVICES	107,468	108,979	110,617	114,985	115,448	117,274
5-0730-5201	OFFICE & COMPUTR SUPPLIES	497	(82)	193	1,800	1,600	1,800
5-0730-5203	FOOD & KITCHEN SUPPLIES	-	-	-	-	-	-
5-0730-5205	UNIFORMS AND CLOTHING	-	-	-	-	-	-
5-0730-5210	FUEL, OIL & LUBRICANTS	432	728	1,282	3,000	2,800	3,000
	TOTAL MATERIALS AND SUPPLIES	929	646	1,475	4,800	4,400	4,800
5-0730-5302	REPAIR & MAINT. - BLDGS.	2,968	728	1,531	6,500	5,300	8,500
5-0730-5304	REPAIR & MAINT.-VEHICLES	456	1,762	-	-	-	-

**FIRE TRAINING
DEPT 730**

Account Number	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0730-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0730-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0730-5317	MEDICAL SERVICES	-	-	10	-	-	-
5-0730-5325	TELEPHONE	601	607	593	1,500	750	1,000
5-0730-5329	POSTAGE AND SHIPPING	(51)	-	-	-	-	-
5-0730-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0730-5339	OTHER CONTRACTUAL SERVCS.	-	-	-	-	-	-
5-0730-5340	TRAINING CONFERENCES	3,326	250	4,315	6,500	2,800	6,500
5-0730-5341	OTHER TRAINING	14,276	20,927	31,569	40,000	39,000	42,500
5-0730-5347	MEMBERSHIPS & DUES	26	26	26	1,100	500	1,100
5-0730-5350	SOFTWARE PURCHASES	-	-	-	2,000	-	2,000
5-0730-5351	SOFTWARE SUPPORT CNTRCTS.	-	-	-	-	-	-
5-0730-5355	INSURANCE	1,612	58	2,446	4,000	2,500	3,000
5-0730-5357	EQUIPMENT RENTAL	309	189	158	-	-	-
5-0730-5378	MISC. OTHER SERVICES & CHARGES	114	34	554	1,000	800	1,000
	TOTAL OTHER SERVICES & CHARGES	23,637	24,581	41,202	62,600	51,650	65,600
	TOTAL FIRE TRAINING	132,034	134,206	153,294	182,385	171,498	187,674

EMERGENCY MANAGEMENT

PERSONAL SERVICES	205,000
MATERIAL AND SUPPLIES	25,680
OTHER SERVICES AND SUPPLIES	90,225
TOTAL EMERGENCY MANAGEMENT	320,905
% OVER LAST YEARS BUDGET	-3.57%
# EMPLOYEES	3



ACCOUNT NUMBER	EMERGENCY MANAGEMENT DEPT 740	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0740-5101	REGULAR SALARIES	144,571	145,889	142,412	151,592	140,982	137,384
5-0740-5102	OVERTIME	1,093	-	-	1,000	1,500	1,000
5-0740-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0740-5104	LONGEVITY	1,679	1,804	1,960	1,600	1,707	1,600
5-0740-5105	SKILLS INCENTIVES	4,590	4,588	4,601	4,576	4,576	4,600
5-0740-5106	EDUCATIONAL INCENTIVES	125	196	251	240	240	500
5-0740-5111	FICA	4,360	4,362	4,209	5,270	5,130	5,300
5-0740-5112	MEDICARE	2,051	2,057	2,035	2,306	2,161	2,104
5-0740-5113	HEALTH INSURANCE	8,267	10,027	6,755	7,007	11,007	10,307
5-0740-5114	LIFE INSURANCE	-	-	135	288	288	288
5-0740-5115	OMRF RETIREMENT	18,309	18,409	16,778	15,969	-	9,410
5-0740-5117	FIREFIGHTERS PENSION	27,298	27,309	30,545	9,150	9,450	9,880
5-0740-5119	STATE ON BEHALF OF PAY	-	-	(29,652)	17,772	17,772	17,772
5-0740-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0740-5145	UNEMPLOYMENT INSURANCE	-	-	-	-	-	-
5-0740-5150	OTHER BENEFITS	480	1,140	1,080	1,150	1,150	1,150
5-0740-5155	WORKER'S COMPENSATION	7,140	7,094	5,809	4,665	4,665	3,706
	TOTAL PERSONAL	219,963	222,875	186,918	222,585	200,628	205,000
5-0740-5201	OFFICE & COMPUTR SUPPLIES	709	1,633	1,273	900	2,500	1,000
5-0740-5203	FOOD & KITCHEN SUPPLIES	415	199	837	3,100	750	3,100
5-0740-5205	UNIFORMS AND CLOTHING	171	361	1,112	1,050	1,200	1,050
5-0740-5210	FUEL, OIL & LUBRICANTS	3,709	4,822	4,624	5,500	4,850	7,280
5-0740-5220	TOOLS & MINOR EQUIPMENT	453	1,207	-	1,000	750	1,000
5-0740-5221	TOOLS/MINOR EQUIP-EM GRNT	44	7,709	1,450	-	-	-
5-0740-5222	BLDG MATERIALS & SUPPLIES	-	212	470	250	250	250
5-0740-5224	EQUIP. PARTS & SUPPLIES	14,717	14,987	10,460	13,000	9,500	12,000
5-0740-5250	OTHER MATERIALS&SUPPLIES	-	481	46	-	813	-
	TOTAL MATERIALS AND SUPPLIES	20,218	31,611	20,272	24,800	20,613	25,680
5-0740-5301	EQUIP. MAINT. CONTRACTS	-	-	-	1,500	750	5,500
5-0740-5302	REPAIR & MAINT. - BLDGS.	-	-	-	500	500	500
5-0740-5303	REPAIR & MAINT. - EQUIP.	4,178	16,572	5,850	9,500	7,800	9,500

ACCOUNT NUMBER	EMERGENCY MANAGEMENT DEPT 740	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0740-5304	REPAIR & MAINT.-VEHICLES	1,516	2,153	3,413	2,350	1,400	2,350
5-0740-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0740-5314	INSPECTIONS & TESTING	-	-	-	-	-	-
5-0740-5317	MEDICAL SERVICES	3,855	5,080	54	300	300	300
5-0740-5320	NATURAL GAS	597	510	463	650	650	1,325
5-0740-5321	ELECTRICITY	7,959	6,985	9,089	7,500	9,300	9,700
5-0740-5325	TELEPHONE	11,259	9,266	10,486	12,000	10,686	12,000
5-0740-5326	PAGERS	-	-	-	-	-	-
5-0740-5328	COPY USAGE EXPENSE	1,314	440	750	800	800	1,500
5-0740-5329	POSTAGE & SHIPPING	84	(1,142)	358	500	450	500
5-0740-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0740-5339	TEMPORARY LABOR SERVICES	-	-	-	2,900	1,000	2,900
5-0740-5340	TRAINING CONFERENCES	180	80	644	3,050	2,400	2,550
5-0740-5341	OTHER TRAINING	-	85	-	1,400	1,430	1,400
5-0740-5345	TRAVEL	-	-	-	-	1,278	-
5-0740-5347	MEMBERSHIP AND DUES	540	370	105	550	500	550
5-0740-5348	FILING FEES & PERMITS	-	25	-	-	-	-
5-0740-5349	BOOKS & SUBSCRIPTIONS	-	-	-	-	-	-
5-0740-5350	SOFTWARE PURCHASES	-	572	300	700	300	700
5-0740-5351	SOFTWARE SUPPORT CNTRCTS.	254	-	-	500	-	500
5-0740-5353	LEGAL ADVERTISING	106	274	94	250	75	250
5-0740-5354	PRINTING	1,101	715	857	550	340	650
5-0740-5355	INSURANCE	494	299	891	2,550	2,550	2,550
5-0740-5357	EQUIPMENT RENTAL	257	526	145	2,350	1,800	2,000
5-0740-5360	MASS NOTIFICATION SYSTEM	-	10,079	24,190	25,000	24,998	30,000
5-0740-5378	MISC. OTHER SERV. & CHGS.	457	-	301	10,000	500	3,000
5-0740-5450	CAPITAL OUTLAY-EQUIPMENT	-	-	-	-	-	-
5-0740-6306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
	TOTAL OTHER SERVICES AND CHARGES	34,151	52,889	57,990	85,400	69,807	90,225
	TOTAL EMS	274,332	307,375	265,180	332,785	291,048	320,905

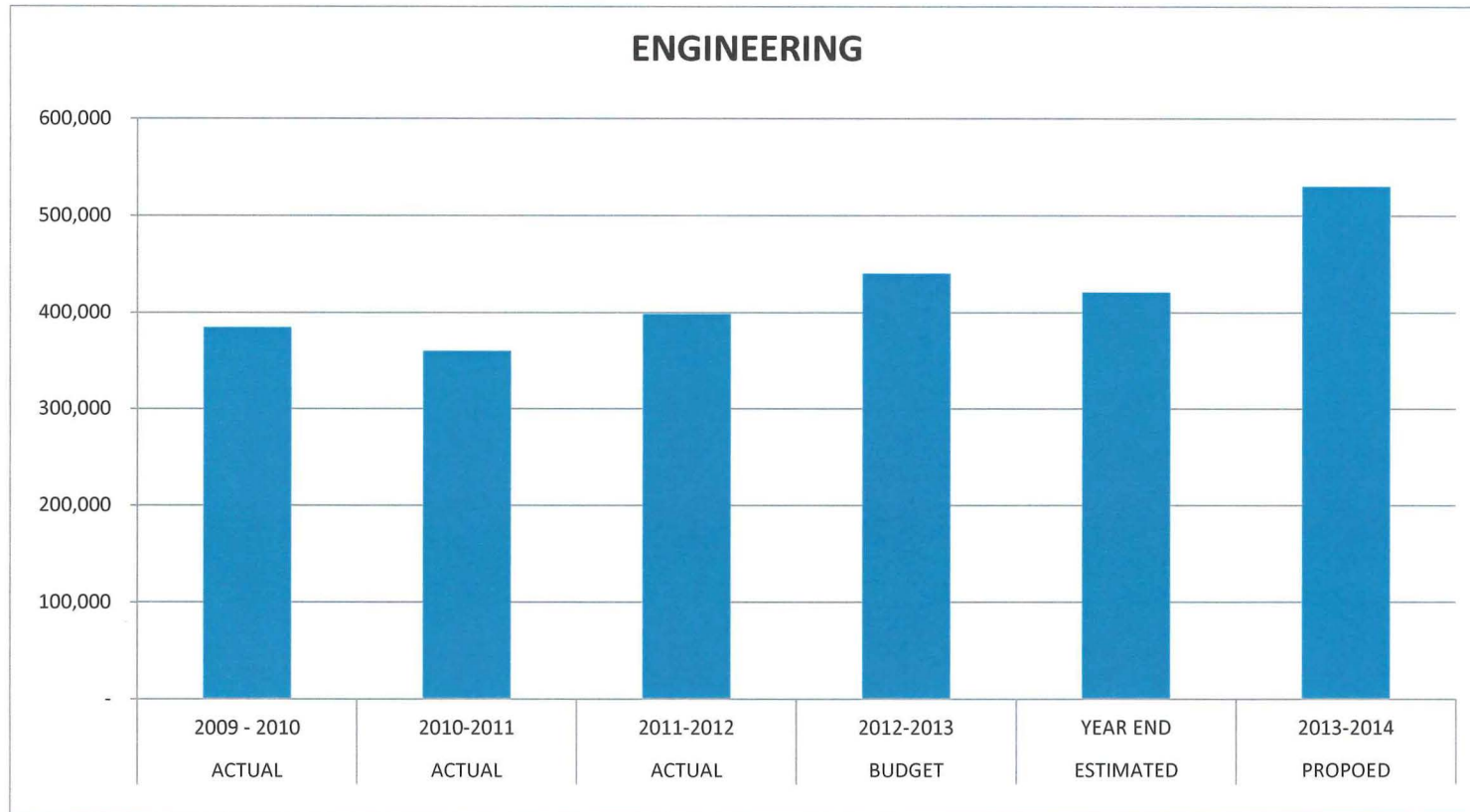
LEPC EMERGENCY MANAGEMENT

DEPT 740

ACCOUNT	Description	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0750-5201	OFFICE & COMPUTER SUPPLIES		103	458	500	250	500
5-0750-5203	FOOD & KITCHEN SUPPLIES	163	1,028	-	500	500	500
5-0750-5205	UNIFORMS AND CLOTHING		-	-	-	-	-
5-0750-5220	TOOLS & MINOR EQUIPMENT	1,999	-	-	-	-	-
5-0750-5222	BLDG MATERIALS & SUPPLY		-	-	-	-	-
5-0750-5224	EQUIP. PARTS & SUPPLIES		-	-	-	-	-
5-0750-5250	OTHER MATERIALS&SUPPLIES		308	964	-	1,000	-
	TOTAL MATERIALS AND SUPPLIES	2,162	1,439	1,422	1,000	1,750	1,000
5-0750-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
5-0750-5302	REPAIR & MAINT. - BLDG.	-	-	-	-	-	-
5-0750-5303	REPAIR & MAINT. EQUIPMENT	-	-	-	-	-	-
5-0750-5339	Contractural Services	-	-	-	-	300	-
5-0750-5340	TRAINING CONFERENCES	-	500	250	3,500	1,600	3,500
5-0750-5341	OTHER TRAINING	-	-	-	-	-	-
5-0750-5345	TRAVEL	-	577	-	-	615	-
5-0750-5347	MEMBERSHIPS & DUES	-	-	-	-	-	-
5-0750-5348	FILING FEES & PERMITS	-	-	-	-	-	-
5-0750-5349	BOOKS & SUBSCRIPTIONS	-	-	-	-	-	-
5-0750-5353	LEGAL ADVERTISING	27	27	-	50	-	50
5-0750-5357	EQUIPMENT RENTAL	-	-	-	-	-	-
5-0750-5378	MISC. OTHER SERV. & CHARGES	2,277	1,539	100	1,000	100	1,000
	TOTAL OTHER SERVICES & CHARGES	2,304	2,643	350	4,550	2,615	4,550
	TOTAL LEPC	4,466	4,082	1,772	5,550	4,365	5,550

ENGINEERING
2013-2014 BUDGET

PERSONAL SERVICES	474,885
MATERIAL AND SUPPLIES	12,800
OTHER SERVICES AND SUPPLIES	42,550
TOTAL ENGINEERING	530,235
% OVER LASTS YEARS BUDGET	20.39%
# EMPLOYEES	



**ENGINEERING
DEPART 810**

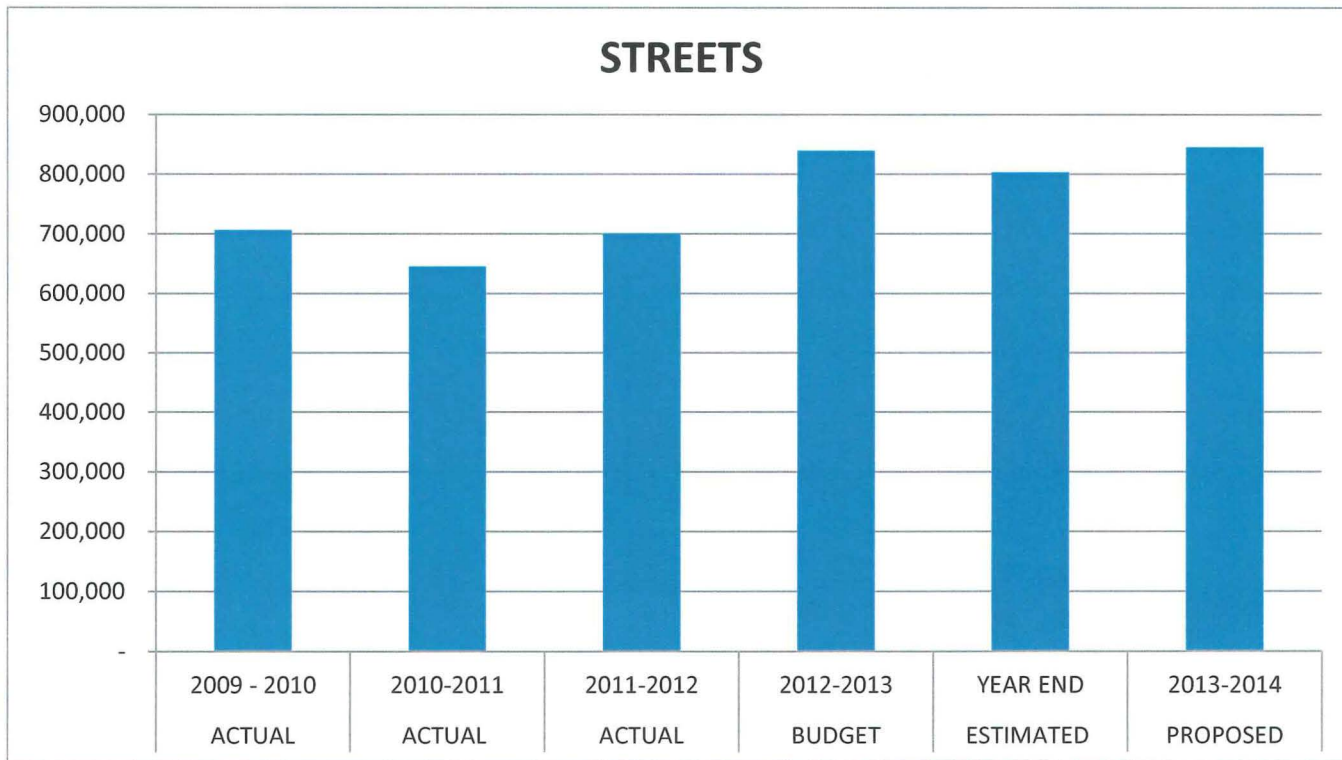
ACCOUNT NUMBER	Description	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOED 2013-2014
5-0810-5101	REGULAR SALARIES	244,231	232,496	255,353	277,840	266,852	325,046
5-0810-5102	OVERTIME	167	93	289	500	1,250	500
5-0810-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0810-5104	LONGEVITY	1,838	1,594	1,534	1,461	1,830	1,830
5-0810-5106	EDUCATIONAL INCENTIVES	376	290	251	240	240	250
5-0810-5111	FICA	15,043	14,314	16,205	17,348	16,751	20,313
5-0810-5112	MEDICARE	3,518	3,348	3,790	4,057	3,917	4,751
5-0810-5113	HEALTH INSURANCE	17,644	15,954	15,533	17,362	23,662	31,521
5-0810-5114	LIFE INSURANCE	280	290	210	384	384	384
5-0810-5115	OMRF RETIREMENT	64,989	59,600	64,405	63,037	62,140	75,849
5-0810-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0810-5150	OTHER BENEFITS	-	-	-	6,000	6,000	6,000
5-0810-5155	WORKER'S COMPENSATION	9,864	8,528	8,034	8,270	8,270	8,441
	TOTAL PERSONAL SERVICES	357,950	336,507	365,604	396,499	391,296	474,885
5-0810-5201	OFFICE & COMPUTR SUPPLIES	6,101	3,842	7,464	7,200	4,500	7,200
5-0810-5205	UNIFORMS AND CLOTHING	216	-	-	600	250	600
5-0810-5210	FUEL, OIL & LUBRICANTS	3,818	4,108	3,639	3,300	3,800	3,900
5-0810-5220	TOOLS & MINOR EQUIPMENT	279	-	-	450	450	450
5-0810-5250	OTHER MATERIALS&SUPPLIES	433	636	420	650	918	650
	TOTAL MATERIALS AND SUPPLIES	10,848	8,586	11,523	12,200	9,918	12,800
5-0810-5302	REPAIR & MAINT. - BLDGS.	-	-	-	-	-	-

**ENGINEERING
DEPART 810**

ACCOUNT NUMBER	Description	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOED 2013-2014
5-0810-5303	REPAIR & MAINT. - EQUIP.	-	805	647	1,000	500	1,000
5-0810-5304	REPAIR & MAINT.-VEHICLES	433	182	194	1,000	100	1,000
5-0810-5320	NATURAL GAS	732	556	371	800	740	800
5-0810-5314	INSPECTION AND TESTING	-	-	-	-	-	11,000
5-0810-5325	TELEPHONE	4,241	3,580	3,657	3,900	3,890	3,900
5-0810-5328	COPY USAGE EXPENSE	54	-	69	250	50	250
5-0810-5329	POSTAGE & SHIPPING	297	(921)	750	2,000	500	2,000
5-0810-5340	TRAINING CONFERENCES	609	1,188	948	1,500	1,000	1,500
5-0810-5339	OTHER CONTRACTUAL SERVICES	-	-	1,194	1,600	2,800	3,200
5-0810-5347	MEMBERSHIPS & DUES	802	813	1,246	1,500	1,300	2,300
5-0810-5350	SOFTWARE CONTRACTS	6,203	846	6,760	9,000	5,000	9,000
5-0810-5353	LEGAL ADVERTISING	-	4,031	1,334	1,400	750	1,400
5-0810-5354	PRINTING	-	482	-	500	250	500
5-0810-5355	INSURANCE	1,839	2,841	2,897	5,500	2,900	2,900
5-0810-5357	EQUIPMENT RENTAL	236	370	309	1,000	50	1,000
5-0810-5378	MISC. OTHER SERV. & CHGS.	277	202	794	800	250	800
	TOTAL OTHER SERVICES & CHARGES	15,722	14,975	21,170	31,750	20,080	42,550
	TOTAL ENGINEERING	384,519	360,068	398,297	440,449	421,294	530,235

STREETS

PERSONAL SERVICES	611,674
MATERIAL AND SUPPLIES	95,125
OTHER SERVICES AND SUPPLIES	138,710
TOTAL STREETS	845,509
% OVER LASTS YEARS BUDGET	0.72%
# EMPLOYEES	13



**STREETS
DEPT 0920**

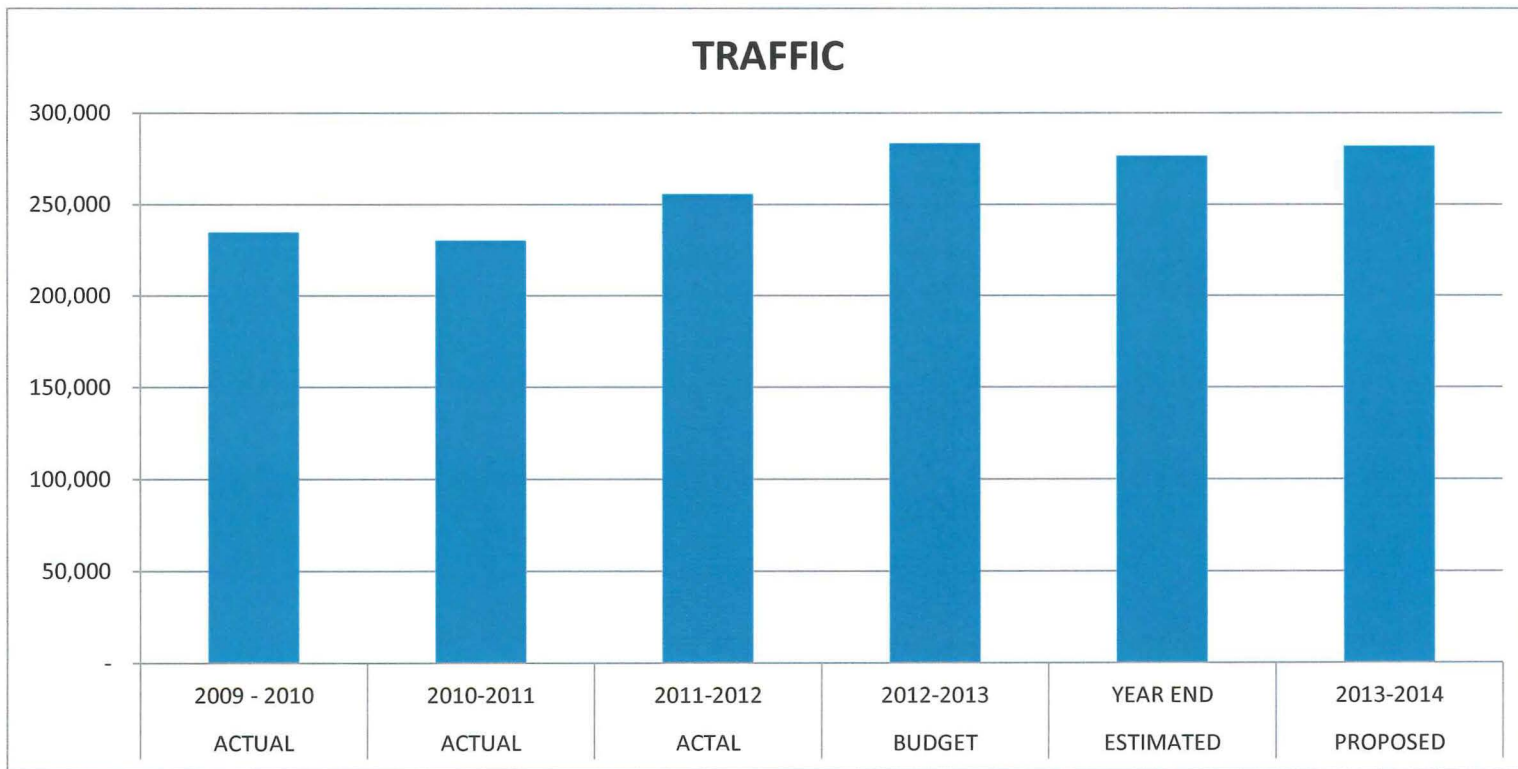
ACCOUNT NUMBER	Description	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0920-5101	REGULAR SALARIES	332,763	308,771	315,385	372,821	358,252	379,371
5-0920-5102	OVERTIME	14,558	7,262	11,318	10,000	7,500	10,000
5-0920-5104	LONGEVITY	1,690	420	789	700	800	800
5-0920-5105	SKILLS INCENTIVES	125	125	125	250	250	250
5-0920-5106	EDUCATIONAL INCENTIVES	125	63	10	250	250	250
5-0920-5111	FICA	20,586	18,473	19,509	23,809	22,757	24,222
5-0920-5112	MEDICARE	4,814	4,320	4,562	5,568	5,322	5,665
5-0920-5113	HEALTH INSURANCE	44,026	43,522	46,573	50,276	56,577	56,576
5-0920-5114	LIFE INSURANCE	836	827	647	850	850	1,248
5-0920-5115	OMRF RETIREMENT	83,468	69,243	73,906	86,443	84,422	83,462
5-0920-5145	UNEMPLOYMENT COMPENSATION	2,243	607	2,670	-	-	-
5-0920-5150	OTHER BENEFITS	-	-	-	-	-	-
5-0920-5155	WORKER'S COMPENSATION	17,172	14,840	13,980	56,933	56,933	49,831
	TOTAL PERSONAL SERVICES	522,407	468,473	489,474	607,901	593,914	611,674
5-0920-5201	OFFICE & COMPUTR SUPPLIES	463	30	774	900	1,612	1,400
5-0920-5205	UNIFORMS AND CLOTHING	6,599	6,042	4,353	7,500	10,354	8,500
5-0920-5210	FUEL, OIL & LUBRICANTS	39,695	59,705	65,162	65,000	63,250	65,000
5-0920-5220	TOOLS & MINOR EQUIPMENT	2,159	-	2,064	2,250	750	2,250
5-0920-5224	EQUIPMENTN PARTS & SUPPLIES	746	714	2,549	3,600	36	3,600
5-0920-5230	STREET MAINT. MATERIALS	2,431	5,345	2,670	3,375	2,800	3,375
5-0920-5250	OTHER MATERIALS&SUPPLIES	10,794	2,166	9,998	9,000	10,500	11,000
	TOTAL MATERIALS AND SUPPLIES	62,886	74,002	87,570	91,625	89,302	95,125
5-0920-5302	REPAIR & MAINT. - BLDGS.	-	8,096	-	4,500	2,500	4,500
5-0920-5303	REPAIR & MAINT. - EQUIP.	39,695	-	49,019	48,000	42,000	48,000
5-0920-5304	REPAIR & MAINT.-VEHICLES	22,892	42,910	39,981	44,000	41,000	44,000
5-0920-5305	EQUIP. SERV. - R&M EQUIPMENT	352	28,543	-	-	-	-
5-0920-5306	EQUIP. SERV. - R&M VEHICLES	67	1,348	-	-	-	-

**STREETS
DEPT 0920**

ACCOUNT NUMBER	Description	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0920-5309	REPAIR & MAINT-OTHER	-	-	2,964	-	-	
5-0920-5317	MEDICAL SERVICES		502	658	1,000	750	1,000
5-0920-5320	NATURAL GAS	1,122	1,163	1,266	1,000	950	1,000
5-0920-5321	ELECTRICITY	463	565	344	2,000	750	1,000
5-0920-5325	TELEPHONE	1,973	1,843	1,794	2,700	2,125	2,500
5-0920-5326	PAGERS	-	-	-	-		-
5-0920-5328	COPY PAPER EXPENSE	(76)	-	8	450	-	450
5-0920-5335	TEMPORARY LABOR SERVICES	134	-	-	100	-	100
5-0920-5339	OTHER CONTRACTUAL SERVS.	10,122	7,298	-	-	-	-
5-0920-5340	TRAINING CONFERENCES	-	-	-	3,000	250	3,000
5-0920-5341	OTHER TRAINING	-	-	-	-	-	-
5-0920-5347	MEMBERSHIPS & DUES	-	-	-	360	360	360
5-0920-5355	INSURANCE	39,346	5,527	19,922	20,000	19,922	20,000
5-0920-5357	EQUIPMENT RENTAL	3,604	2,267	7,085	9,200	4,500	9,200
5-0920-5378	MISC. OTHER SERV. & CHGS.	1,614	2,980	945	3,600	5,000	3,600
	TOTAL OTHER SERVICES & CHARGES	121,308	103,042	123,986	139,910	120,107	138,710
	TOTAL STREETS	706,601	645,517	701,030	839,436	803,323	845,509

TRAFFIC

PERSONAL SERVICES	207,915
MATERIAL AND SUPPLIES	29,600
OTHER SERVICES AND SUPPLIES	44,400
TOTAL TRAFFICA	281,915
% OVER LAST YEARS BUDGET	-0.59%
# EMPLOYEES	4



**TRAFFIC CONTROL
DEPT 930**

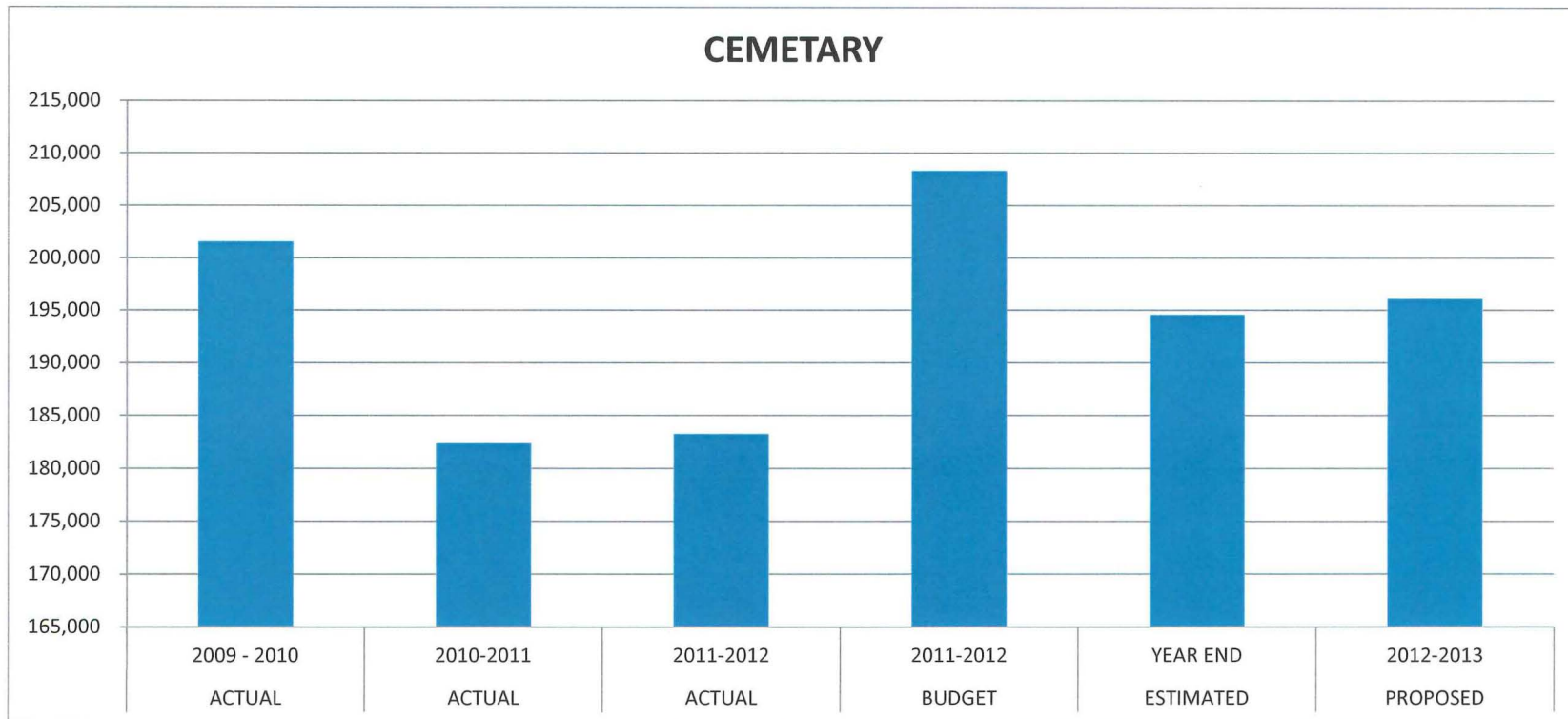
ACCOUNT NUMBER	Description	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0930-5101	REGULAR SALARIES	122,642	121,860	126,595	130,329	138,868	131,456
5-0930-5102	OVERTIME	4,209	4,724	3,779	5,000	4,500	5,000
5-0930-5104	LONGEVITY	1,836	1,987	2,096	2,000	2,205	2,205
5-0930-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0930-5106	EDUCATIONAL INCENTIVES	376	375	376	375	375	374
5-0930-5111	FICA	7,722	7,485	8,009	8,538	9,048.80	8,620
5-0930-5112	MEDICARE	1,806	1,751	1,873	1,997	2,116	2,016
5-0930-5113	HEALTH INSURANCE	17,790	17,690	17,691	19,607	19,607	19,607
5-0930-5114	LIFE INSURANCE	256	298	229	384	384	384
5-0930-5115	OMRF RETIREMENT	31,212	29,401	30,059	30,997	33,568	28,920
5-0930-5140	TUITION ASSISTANCE	4,009	-	-	-	-	-
5-0930-5150	OTHER BENEFITS	-	-	-	-	-	-
5-0930-5155	WORKER'S COMPENSATION	6,204	5,364	5,053	10,650	10,650	9,332
	TOTAL PERSONAL SERVICES	198,061	190,935	195,760	209,877	221,323	207,915
5-0930-5201	OFFICE & COMPUTR SUPPLIES	164	30	127	500	562	500
5-0930-5205	UNIFORMS AND CLOTHING	895	1,684	742	2,000	2,832	2,000
5-0930-5210	FUEL, OIL & LUBRICANTS	9,455	11,051	10,952	12,500	10,188	12,500
5-0930-5215	CHEMICALS	-	-	-	-	-	-
5-0930-5216	MEDICAL SUPPLIES	-	-	-	-	-	-
5-0930-5220	TOOLS & MINOR EQUIPMENT	673	132	1,349	1,800	250	1,800
5-0930-5230	STREET MAINT. MATERIALS	1,049	6,575	13,692	8,000	5,500	8,000
5-0930-5250	OTHER MATERIALS&SUPPLIES	1,463	5,285	4,119	4,800	7,800	4,800
	TOTAL MATERIALS AND SUPPLIES	13,699	24,757	30,981	29,600	27,132	29,600
5-0930-5303	REPAIR & MAINT. - EQUIP.	2,245	6	3,747	4,400	1,000	4,400
5-0930-5304	REPAIR & MAINT.-VEHICLES	119	6,624	1,061	5,000	6,000	5,000
5-0930-5305	EQUIP. SERV.-R&M EQUIPMENT	-	-	-	-	-	-
5-0930-5309	REPAIR AND MAINT OTHER	-	2,917	11,461	15,000	7,500	15,000

**TRAFFIC CONTROL
DEPT 930**

ACCOUNT NUMBER	Description	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-0930-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0930-5317	MEDICAL SERVICES	-	26	80	-	-	1,000
5-0930-5320	NATURAL GAS	168	167	211	2,000	750	1,000
5-0930-5321	ELECTRICITY	15,253	1,374	1,626	1,500	1,700	1,800
5-0930-5325	TELEPHONE	1,119	1,016	1,453	1,800	1,600	1,800
5-0930-5329	POSTAGE & SHIPPING	(93)	-	-	100	50	100
5-0930-5340	TRAINING CONFERENCES	-	480	1,688	3,500	1,800	3,500
5-0930-5341	OTHER TRAINING	20	-	-	-	-	-
5-0930-5355	INSURANCE	2,932	1,813	5,989	6,500	6,000	6,500
5-0930-5357	EQUIPMENT RENTAL	566	20	14	1,000	750	1,000
5-0930-5378	MISC. OTHER SERV. & CHGS.	671	172	1,764	3,300	1,000	3,300
	TOTAL OTHER SERVICES & CHARGES	23,002	14,615	29,094	44,100	28,150	44,400
	TOTAL TRAFFIC CONTROL	234,762	230,307	255,835	283,577	276,605	281,915

CEMETERY

PERSONAL SERVICES	165,859
MATERIAL AND SUPPLIES	17,000
OTHER SERVICES AND SUPPLIES	13,220
TOTAL PARKS	196,079
% OVER LASTS YEAR BUDGET	-5.87%
# EMPLOYEES	4



**CEMETERY
DEPT 0950**

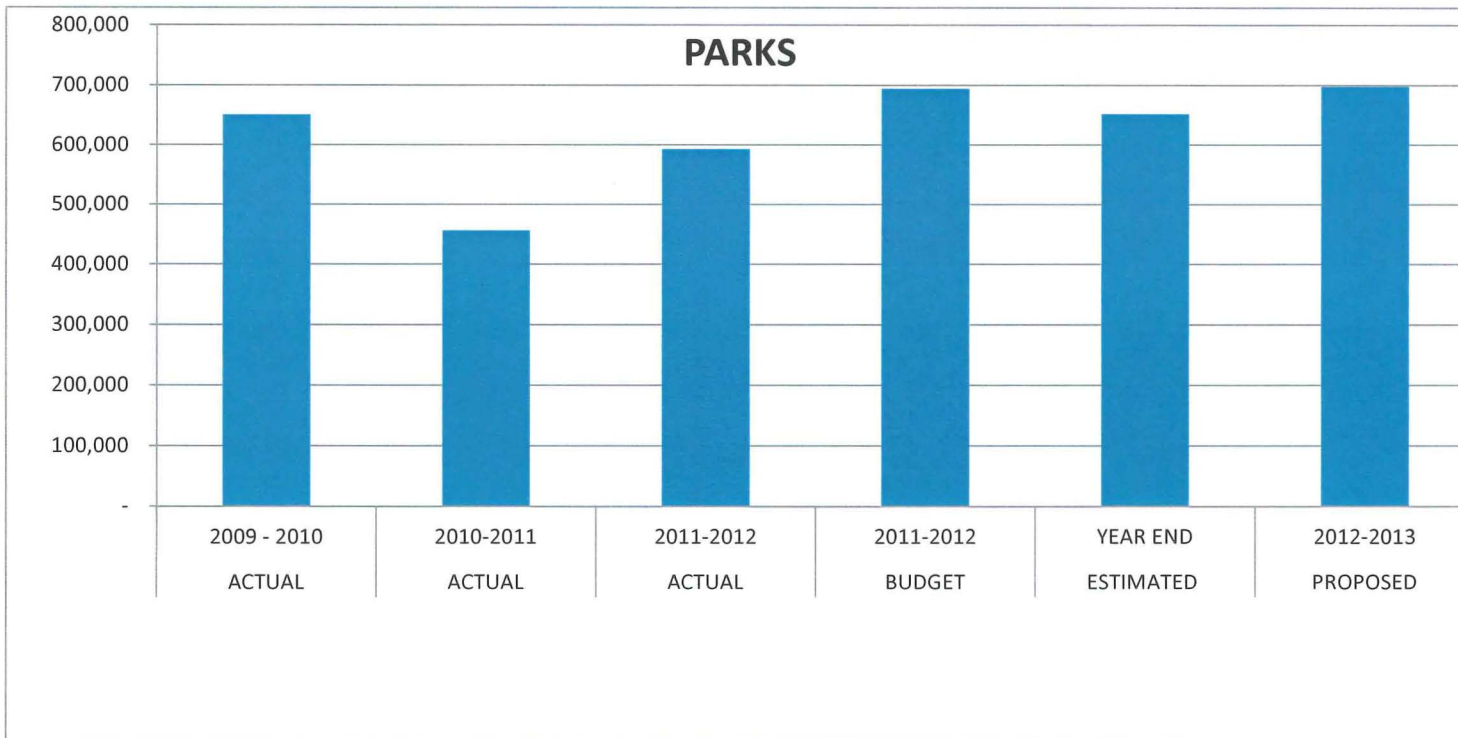
ACCOUNT NUMBER	DESCRIPTON	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2011-2012	ESTIMATED YEAR END	PROPOSED 2012-2013
5-0950-5101	REGULAR SALARIES	111,634	102,901	105,239	114,011	109,514	110,510
5-0950-5102	OVERTIME	4,000	2,684	3,595	4,000	4,000	4,000
5-0950-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0950-5104	LONGEVITY	1,082	974	1,270	1,200	1,040	1,040
5-0950-5106	EDUCATIONAL INCENTIVES	250	160	125	160	160	125
5-0950-5111	FICA	7,310	6,183	6,805	7,401	7,112	7,172
5-0950-5112	MEDICARE	1,696	1,446	1,591	1,731	1,663	1,677
5-0950-5113	HEALTH INSURANCE	14,400	14,457	10,744	13,007	10,579	9,504
5-0950-5114	LIFE INSURANCE	384	250	206	384	394	384
5-0950-5115	OMRF RETIREMENT	27,277	23,701	24,977	26,858	26,384	24,312
5-0950-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0950-5150	OTHER BENEFITS	-	-	-	480	480	480
5-0950-5155	WORKER'S COMPENSATION	5,579	4,821	4,541	8,040	8,040	6,654
	TOTAL PERSONAL SERVICES	173,612	157,577	159,093	177,272	169,366	165,859
5-0950-5201	OFFICE & COMPUTR SUPPLIES	800	1,330	1,199	1,000	450	700
5-0950-5205	UNIFORMS AND CLOTHING	2,400	1,620	1,210	2,500	750	2,000
5-0950-5210	FUEL, OIL & LUBRICANTS	6,000	5,210	5,396	6,000	5,300	6,000
5-0950-5215	CHEMICALS	3,500	3,897	889	4,000	3,900	6,000
5-0950-5220	TOOLS & MINOR EQUIPMENT	300	249	130	500	500	300
5-0950-5230	STREET MAINT. MATERIALS	-	-	-	-	-	-
5-0950-5250	OTHER MATERIALS&SUPPLIES	2,000	1,670	2,176	2,000	1,750	2,000
	TOTAL MATERIALS AND SUPPLIES	15,000	13,976	11,000	16,000	12,650	17,000
5-0950-5302	REPAIR & MAINT. - BLDGS	1,000	1,035	857	1,500	900	1,000
5-0950-5303	REPAIR & MAINT. - EQUIP.	3,000	2,159	4,273	3,000	2,700	3,000
5-0950-5304	REPAIR & MAINT.-VEHICLES	1,400	502	779	1,000	750	1,000
5-0950-5309	REPAIR & MAINT. - OTHER	1,000	1,336	1,629	1,200	1,200	1,500
5-0950-5317	MEDICAL SERVICES	-	142	-	-	-	-
4-0950-5320	NATURAL GAS	-	1,113	636	1,200	1,105	1,200
5-0950-5321	ELECTRICITY	-	-	-	-	-	-

**CEMETERY
DEPT 0950**

ACCOUNT NUMBER	DESCRIPTON	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2011-2012	ESTIMATED YEAR END	PROPOSED 2012-2013
5-0950-5325	TELEPHONE	1,800	1,648	921	1,800	1,000	1,100
5-0950-5328	COPY USAGE EXPENSE	40	48	8	40	30	40
5-0950-5329	POSTAGE & SHIPPING	100	28	25	50	25	30
5-0950-5335	TEMPORARY LABOR SERVICES	2,000	-	-	-	-	-
5-0950-5340	TRAINING CONFERENCES	-	330	149	500	-	300
5-0950-5347	MEMBERSHIP & DUES	-	-	-	150	-	150
5-0950-5351	SOFTWARE SUPPORT CNTRCTS	1,200	1,256	1,256	1,300	1,320	1,300
	EQUIPMENT RENTAL	-	-	289	-	-	-
5-0950-5355	INSURANCE	400	482	1,511	2,300	2,300	1,600
5-0950-5378	MISC. OTHER SERV. & CHARGES	1,000	735	839	1,000	1,200	1,000
	TOTAL OTHER SERVICES & CHARGES	12,940	10,814	13,172	15,040	12,530	13,220
	TOTAL CEMETERY	201,552	182,367	183,265	208,312	194,546	196,079

PARKS

PERSONAL SERVICES	565,203
MATERIAL AND SUPPLIES	56,600
OTHER SERVICES AND SUPPLIES	76,150
TOTAL PARKS	697,953
% OVER LASTS YEAR BUDGET	0.51%
# EMPLOYEES	9



**PARKS
DEPT 940**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2011-2012	ESTIMATED YEAR END	PROPOSED 2012-2013
5-0940-5101	REGULAR SALARIES	334,498	214,752	298,228	353,691	326,121	351,772
5-0940-5103	PART-TIME SALARIES	-	-	-	-	-	-
5-0940-5102	OVERTIME	2,100	2,842	2,458	2,800	2,600	3,000
5-0940-5104	LONGEVITY	2,662	2,062	2,134	1,880	2,100	2,309
5-0940-5111	FICA	21,204	12,906	17,787	22,219	20,511	22,139
5-0940-5112	MEDICARE	4,921	3,018	4,160	5,196	4,797	5,178
5-0940-5113	HEALTH INSURANCE	43,200	33,642	46,486	55,676	58,000	65,325
5-0940-5114	LIFE INSURANCE	960	580	562	960	960	960
5-0940-5115	OMRF RETIREMENT	82,601	50,335	72,099	79,581	76,089	87,247
5-0940-5150	OTHER BENEFITS	-	1,080	562	1,280	1,280	1,280
5-0940-5145	UNEMPLOYMENT BENEFITS	-	-	-	-	-	-
5-0940-5155	WORKER'S COMPENSATION	12,567	10,859	10,230	28,912	28,912	25,994
	TOTAL PERSONAL SERVICES	504,713	332,076	454,706	552,195	521,370	565,203
5-0940-5201	OFFICE & COMPUTR SUPPLIES	800	387	460	600	469	600
5-0940-5205	UNIFORMS AND CLOTHING	5,200	4,733	3,198	5,000	5,000	5,000
5-0940-5210	FUEL, OIL & LUBRICANTS	17,000	21,206	32,593	25,000	25,000	25,000
5-0940-5215	CHEMICALS	15,000	15,252	11,472	18,000	11,759	15,000
5-0940-5220	TOOLS & MINOR EQUIPMENT	6,300	3,016	3,049	3,000	3,000	3,000
5-0940-5250	OTHER MATERIALS&SUPPLIES	6,000	7,131	7,134	8,000	8,000	8,000
	TOTAL MATERIALS AND SUPPLIES	50,300	51,725	57,906	59,600	53,228	56,600
5-0940-5302	REPAIR & MAINT. - BLDGS.	4,000	4,139	4,679	6,000	4,329	5,000
5-0940-5303	REPAIR & MAINT. - EQUIP.	7,000	7,427	13,182	7,000	7,000	7,000
5-0940-5304	REPAIR & MAINT.-VEHICLES	7,000	3,299	5,013	5,000	5,000	5,000
5-0940-5305	EQUIP. SERV.-R&M EQUIPMENT	-	-	-	-	-	-
5-0940-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0940-5309	REPAIR & MAINT. - OTHER	8,000	6,861	6,799	7,000	5,845	6,000
5-0940-5317	MEDICAL SERVICES	-	158	715	-	-	-
5-0940-5320	NATURAL GAS		1,403	585	1,500	647	1,000

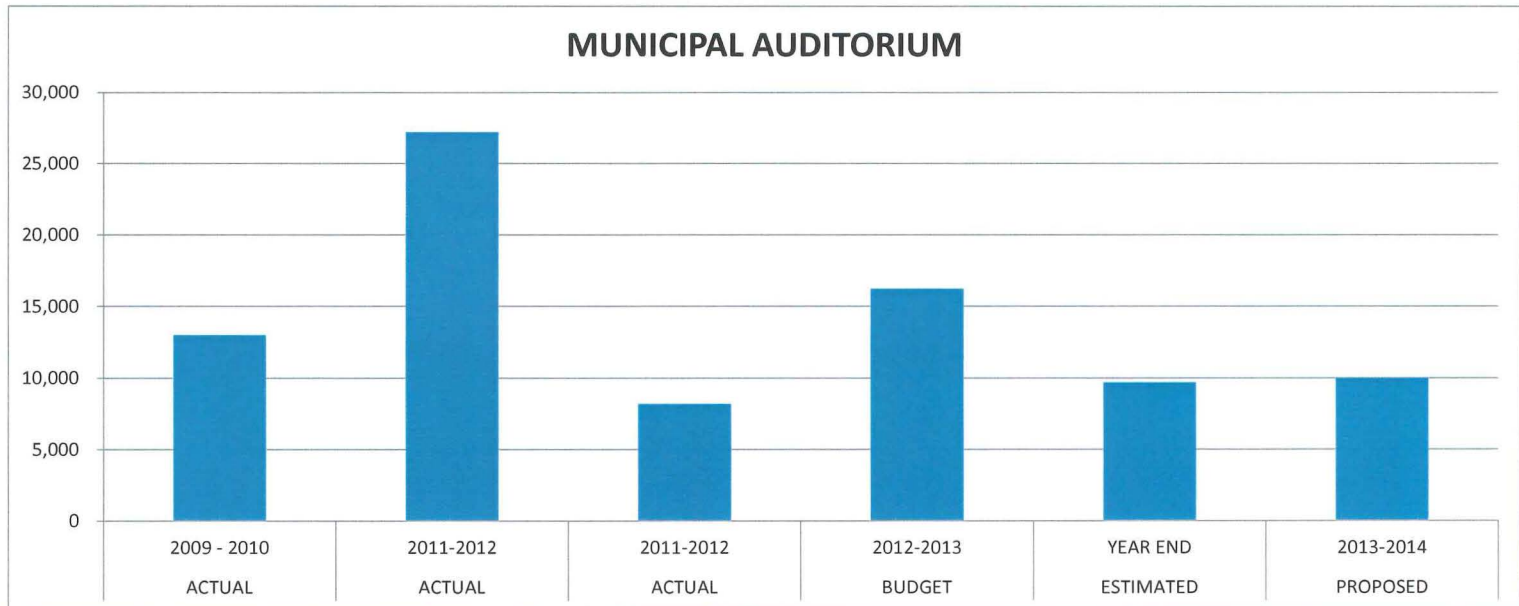
**PARKS
DEPT 940**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2011-2012	ESTIMATED YEAR END	PROPOSED 2012-2013
5-0940-5321	ELECTRICITY	10,000	10,628	13,171	11,000	9,998	10,000
5-0940-5325	TELEPHONE	4,000	4,017	3,576	3,000	3,873	4,000
5-0940-5329	POSTAGE & SHIPPING	300	196	184	250	250	250
5-0940-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0940-5339	OTHER CONTRACTUAL SERVCS.	26,000	24,385	21,440	25,800	25,800	23,000
5-0940-5340	TRAINING CONFERENCES	1,000	1,245	690	2,500	2,500	3,500
5-0940-5347	MEMBERSHIPS & DUES	300	90	335	1,000	800	1,000
5-0940-5349	BOOKS & SUBSCRIPTIONS	50	-	-	-	-	-
5-0940-5352	RIGHT-OF-WAY CLEANUP EXPN	3,000	-	-	-	-	-
5-0940-5353	LEGAL ADVERTISING	300	184	897	300	448	800
5-0940-5355	INSURANCE	23,000	6,875	6,791	10,000	6,800	6,800
5-0940-5356	LAND AND BUILDING RENTALS	-	-	-	-	-	-
5-0940-5357	EQUIPMENT RENTAL	800	735	696	800	800	800
5-0940-5378	MISC. OTHER SERV. & CHGS.	600	1,033	1,809	1,500	3,424	2,000
	TOTAL OTHER SERVICES & CHARGES	95,350	72,675	80,562	82,650	77,514	76,150
	TOTAL PARKS	650,363	456,476	593,174	694,445	652,112	697,953

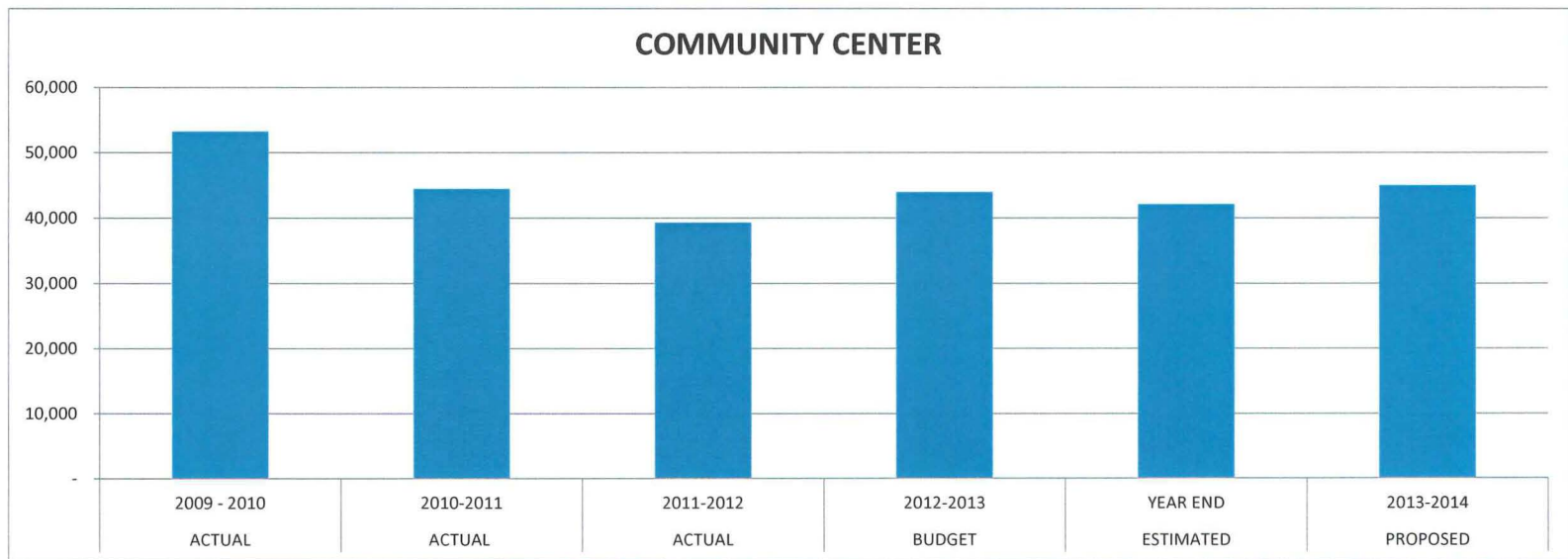
**MUNICIPAL AUDITORIUM
DEPT 1120**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2009 - 2010	ACTUAL 2011-2012	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-1120-5302	REPAIR & MAINT. - BLDGS.	3,000	1,011	700	2,000	1,800	2,000
5-1120-5320	NATURAL GAS	10,000	4,071	3,621	6,000	4,000	4,000
5-1120-5355	INSURANCE	0	22,130	3,879	8,225	3,879	4,000
	TOTAL OTHER SERVICES & CHARGES	13,000	27,212	8,200	16,225	9,679	10,000
	TOTAL MUNICIPAL AUDITORIUM	13,000	27,212	8,200	16,225	9,679	10,000

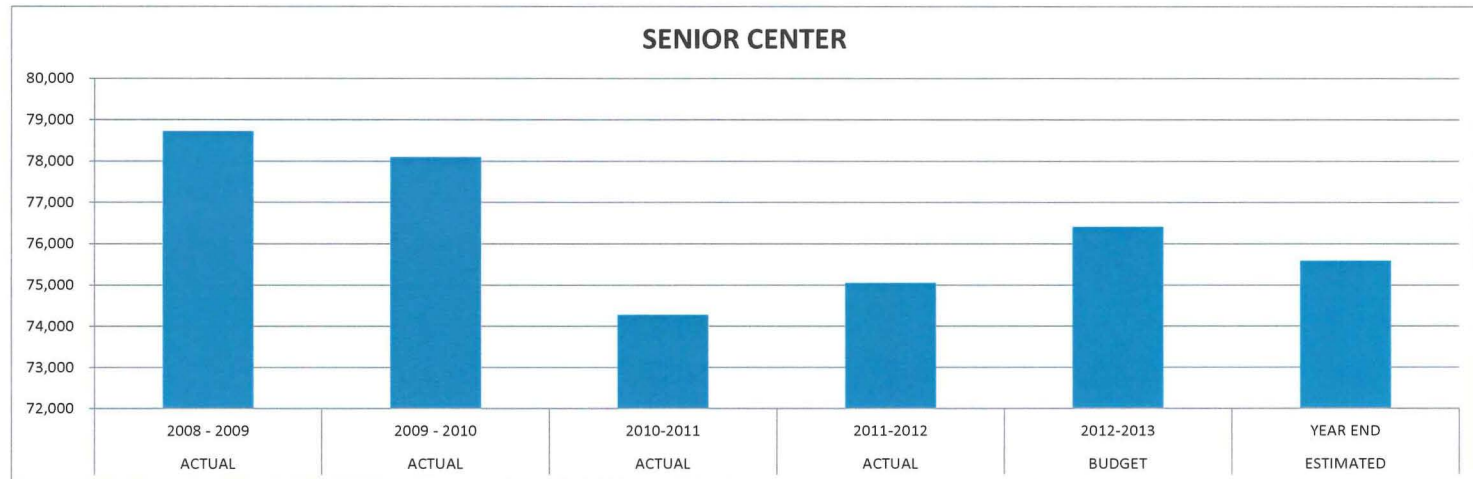
0 0 0



ACCOUNT NUMBER	COMMUNITY CENTER DEPT 1130	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-1130-5250	OTHER MATERIALS&SUPPLIES	1,500	275	738	500	450	800
	TOTAL MATERIALS & SUPPLIES	1,500	275	738	500	450	800
5-1130-5301	EQUIPMENT MAINT CONTRACTS	-	-	-	1,500	-	1,500
5-1130-5302	REPAIR & MAINT. - BLDGS.	4,500	3,034	1,385	2,500	2,200	2,500
5-1130-5320	NATURAL GAS	3,800	1,978	2,105	2,500	2,300	2,500
5-1130-5325	TELEPHONE	500	161	341	200	375	450
5-1130-5330	COMMUNITY SERVICE CNTRCTS	41,475	33,000	36,000	36,000	36,000	36,000
5-1130-5339	OTHER CONTRACTUAL SERVICES	-	-	-	-	-	-
5-1130-5355	INSURANCE	1,500	6,021	(1,240)	800	800	1,250
	TOTAL OTHER SERVICES & CHARGES	51,775	44,194	38,591	43,500	41,675	44,200
	TOTAL COMMUNITY CENTER	53,275	44,469	39,329	44,000	42,125	45,000

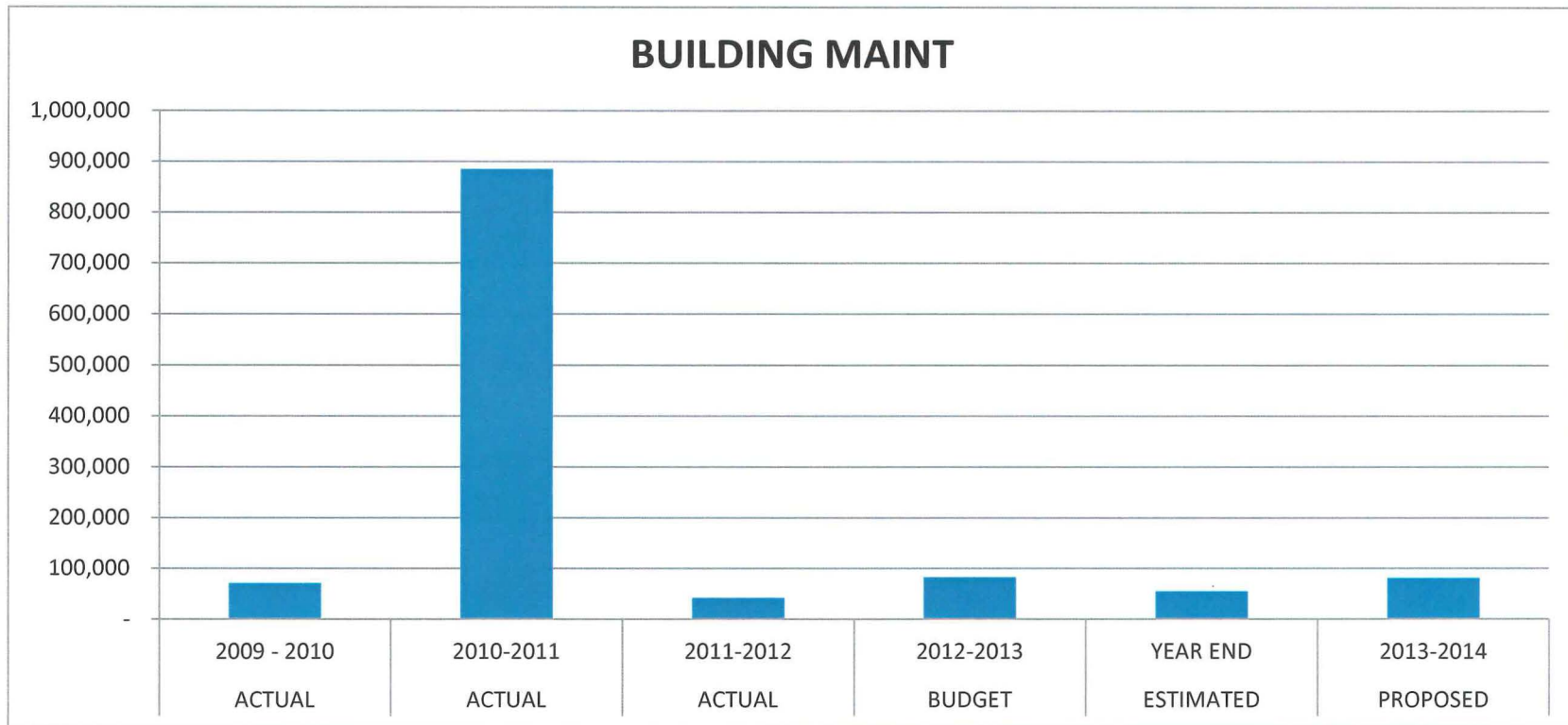


ACCOUNT NUMBER	SENIOR CENTER DEPT 1140	ACTUAL 2008 - 2009	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-1140-5203	FOOD & KITCHEN SUPPLIES	-	-	-	-	-	-	-
5-1140-5220	TOOLS & MINOR EQUIPMENT	-	-	-	-	-	-	-
5-1140-5250	OTHER MATERIALS&SUPPLIES	-	-	-	-	-	-	-
	TOTAL MATERIALS & SUPPLIES	-	-	-	-	-	-	-
5-1140-5301	EQUIP. MAINT. CONTRACTS	240	300	-	-	1,000	750	1,000
5-1140-5302	REPAIR & MAINT. - BLDGS.	1,994	3,600	780	632	1,500	2,100	1,500
5-1140-5303	REPAIRS & MAINTENANCE - EQUIP	-	-	639	-	-	-	-
5-1140-5320	NATURAL GAS	3,380	3,500	2,860	2,078	3,000	2,100	3,000
5-1140-5330	COMMUNITY SERVICE CNTRCTS	72,996	70,400	70,000	72,100	70,388	70,388	73,271
5-1140-5339	OTHER CONTRACTUAL SERVCs.	120	300	-	240	520	250	520
5-1140-5378	MISC. OTHER SERV. & CHGS.	-	-	-	-	-	-	-
	TOTAL OTHER SERVICES & CHARGES	78,730	78,100	74,279	75,050	76,408	75,588	79,291
	TOTAL SENIOR CITIZENS	78,730	78,100	74,279	75,050	76,408	75,588	79,291



BUILDING MAINT

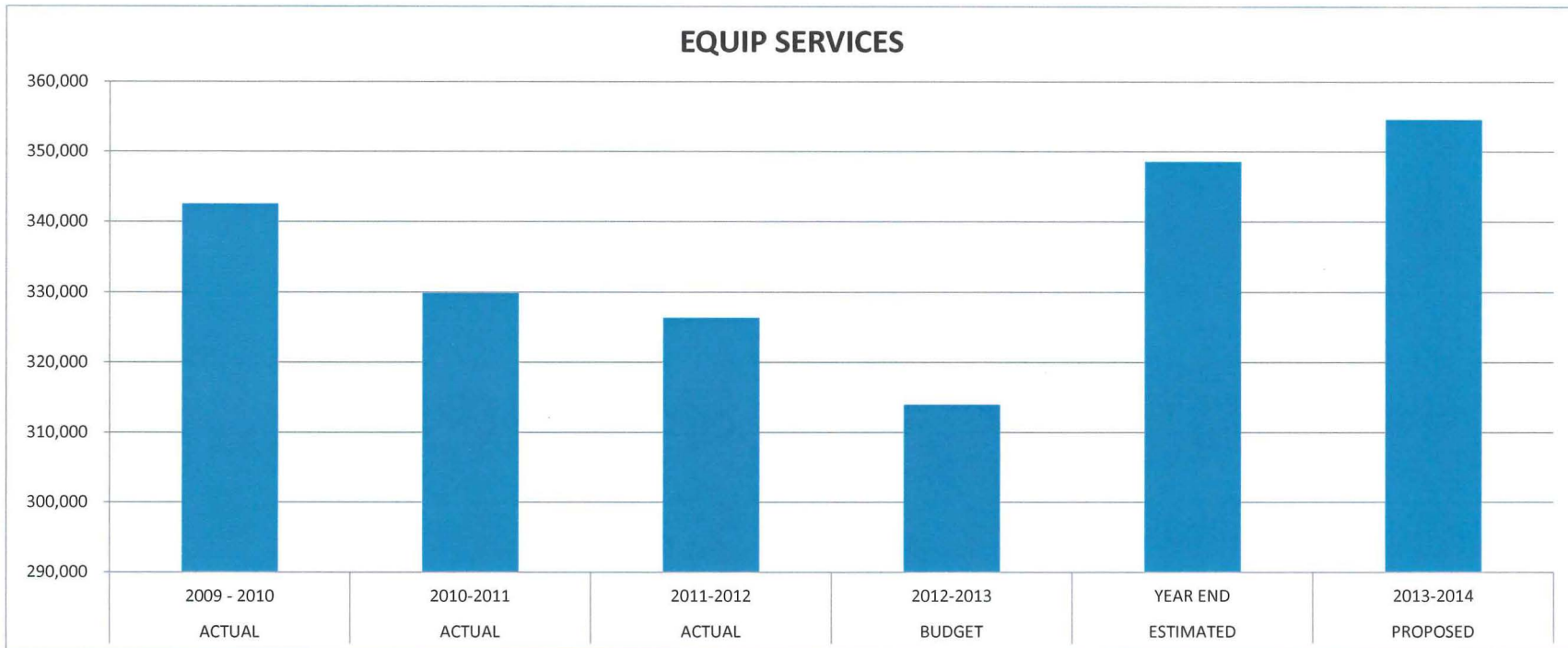
PERSONAL SERVICES	35,068	
MATERIAL AND SUPPLIES	7,500	
OTHER SERVICES AND SUPPLIES	38,700	
TOTAL BUILDING MAINT	81,268	FINES 3.71%
% OVER LASTS YEAR BUDGET	-1.72%	
# EMPLOYEES	1	



BUILDING MAINT DEPT 4020		ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-4020-5101	REGULAR SALARIES	21,511	18,944	13,566	23,000	23,004	23,005
5-4020-5102	OVERTIME	-	107	-	250	-	250
5-4020-5104	LONGEVITY	-	-	-	-	-	-
5-4020-5111	FICA	1,344	1,217	834	1,442	1,426	1,442
5-4020-5112	MEDICARE	312	285	195	337	334	337
5-4020-5113	HEALTH INSURANCE	3,000	2,519	728	3,504	3,504	3,504
5-4020-5114	LIFE INSURANCE	96	65	35	96	96	96
5-4020-5115	OMRF RETIREMENT	5,016	4,425	3,065	5,757		5,349
5-4020-5150	OTHER BENEFITS	-	440	-	480	480	480
5-4020-5155	WORKER'S COMPENSATION	1,431	1,237	1,165	679	679	605
	TOTAL PERSONAL SERVICES	32,710	29,239		35,543	29,523	35,068
5-4020-5201	OFFICE & COMPUTR SUPPLIES	-	(375)	(25)	200	263	200
5-4020-5205	UNIFORMS AND CLOTHING	-	-	-	200	267	300
5-4020-5250	OTHER MATERIALS&SUPPLIES	6,300	5,183	6,871	7,000	6,800	7,000
	TOTAL MATERIALS & SUPPLIES	6,300	4,808	6,846	7,400	7,330	7,500
5-4020-5302	REPAIR & MAINT. - BLDGS.	22,000	24,091	20,910	20,000	2,000	20,000
5-4020-5303	REPAIR & MAINT. - EQUIP.	-	4,650	375	-	-	-
5-4020-5305	REPAIR-PW BUILDING	-	811,457	-	-	-	-
5-4020-5320	NATURAL GAS	3,000	2,351	2,089	2,500	2,100	2,200
5-4020-5329	POSTAGE AND SHIPPING	-	-	-	-	-	50
5-4020-5321	ELECTRICITY	-	1,083	1,324	2,000	1,400	1,500
5-4020-5325	TELEPHONE	1,000	522	492	600	500	550
5-4020-5339	OTHER CONTRACTUAL SERVCS.	5,500	6,367	9,785	13,700	12,000	13,700
5-4020-5353	LEGAL ADVERTISING	300	-	-	200	-	200
	EQUIPMENT RENTAL	-	-	221	-	-	-
5-4020-5378	MISC. OTHER SERV. & CHGS.	450	873	126	750	500	500
	TOTAL OTHER SERVICES & CHARGES	32,250	851,394	35,322	39,750	18,500	38,700
	TOTAL BUILDING MAINTENANCE	71,260	885,441	42,168	82,693	55,353	81,268

EQUIP SERVICES
2011-2012 BUDGET

PERSONAL SERVICES	322,457
MATERIAL AND SUPPLIES	15,300
OTHER SERVICES AND SUPPLIES	16,850
TOTAL EQUIPMENT SERVICES	354,607
% OVER LASTS YEAR BUDGET	12.94%
# EMPLOYEES	6

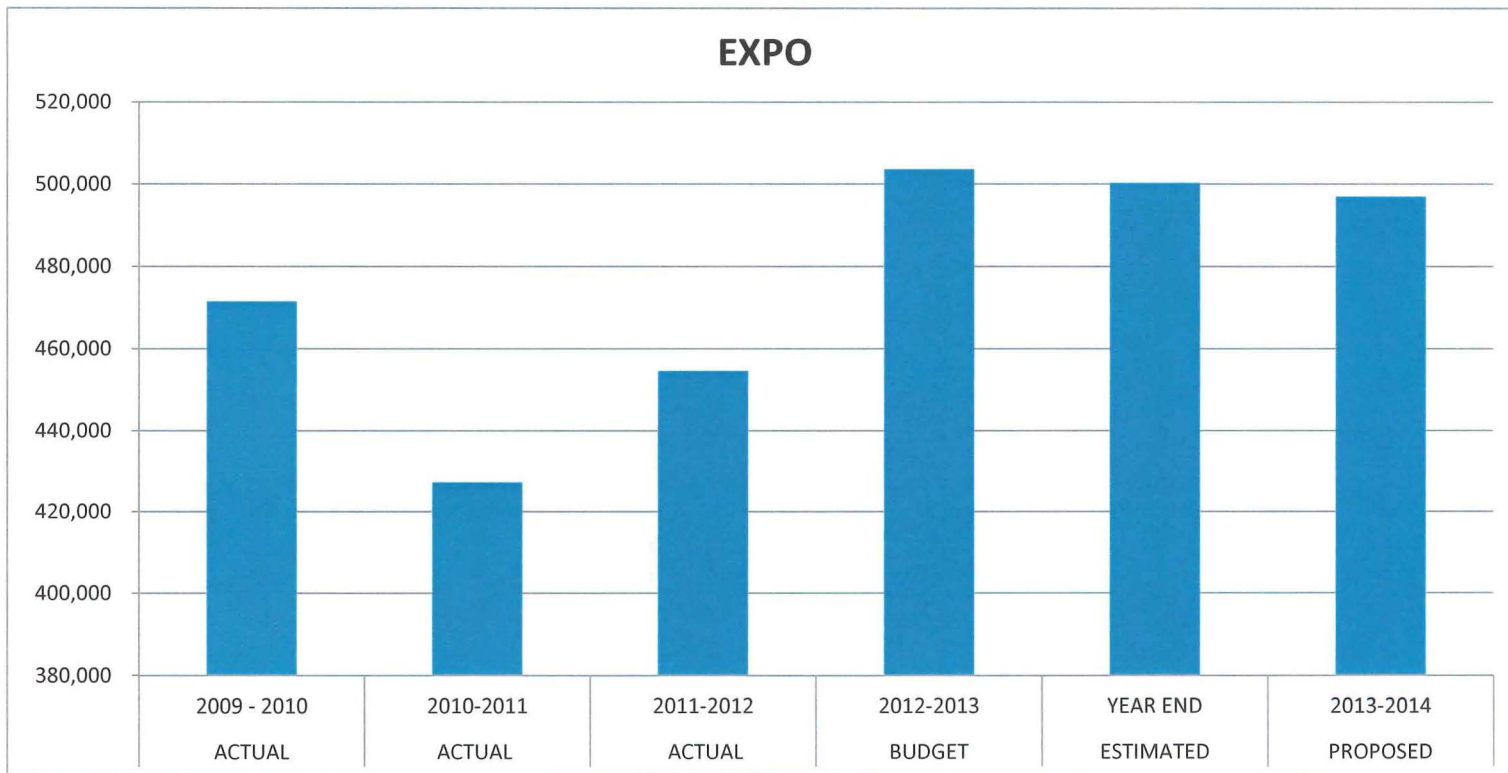


EQUIPMENT SERVICES		ACTUAL	ACTUAL	ACTUAL	BUDGET	ESTIMATED	PROPOSED
DEPT 4010		2009 - 2010	2010-2011	2011-2012	2012-2013	YEAR END	2013-2014
5-4010-5101	REGULAR SALARIES	206,030	209,307	205,399	180,466	210,141	212,077
5-4010-5102	OVERTIME	1,220	-	417	750	1,500	750
5-4010-5103	PART TIME SALARIES	-	-	-	-	-	-
5-4010-5104	LONGEVITY	2,534	2,892	2,457	2,500	2,184	2,184
5-4010-5105	SKILLS INCENTIVES	587	584	406	600	600	291
5-4010-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-4010-5111	FICA	12,549	12,841	12,534	11,428	13,294	13,349
5-4010-5112	MEDICARE	2,935	3,003	2,931	2,673	3,109	3,122
5-4010-5113	HEALTH INSURANCE	22,717	26,063	24,255	24,600	25,307	25,307
5-4010-5114	LIFE INSURANCE	389	452	311	452	576	576
5-4010-5115	OMRF RETIREMENT	50,038	49,479	45,650	42,559	49,318	49,519
5-4010-5145	UNEMPLOYMENT COMPENSATION	16,432	-	-	-	-	-
5-4010-5150	OTHER BENEFITS	520	960	800	480	480	480
5-4010-5155	WORKER'S COMPENSATION	-	-	-	14,269	14,269	14,802
TOTAL PERSONAL SERVICES		315,951	305,581	295,160	280,776	320,778	322,457
5-4010-5201	OFFICE & COMPUTR SUPPLIES	944	1,005	897	1,000	1,200	1,000
5-4010-5205	UNIFORMS AND CLOTHING	2,965	3,324	2,706	3,500	2,600	3,500
5-4010-5210	FUEL, OIL & LUBRICANTS	3,394	4,377	9,324	4,500	5,200	4,500
5-4010-5215	CHEMICALS	-	-	25	300	250	300
5-4010-5216	MEDICAL SUPPLIES	-	-	-	-	-	-
5-4010-5220	TOOLS & MINOR EQUIPMENT	3,394	2,900	2,187	4,000	3,800	4,000
5-4010-5225	SMALL PARTS	653	145	1,163	1,500	1,200	1,500
5-4010-5250	OTHER MATERIALS&SUPPLIES	606	309	480	500	350	500
TOTAL MATERIALS AND SUPPLIES		11,956	12,060	16,782	15,300	14,600	15,300
5-4010-5302	REPAIR & MAINT. - BLDGS.	1,487	1,787	368	1,500	1,300	2,000
5-4010-5303	REPAIR & MAINT. - EQUIP.	1,502	916	3,242	1,000	775	1,000
5-4010-5304	REPAIR & MAINT.-VEHICLES	1,404	820	2,107	1,500	1,000	1,500

EQUIPMENT SERVICES		ACTUAL	ACTUAL	ACTUAL	BUDGET	ESTIMATED	PROPOSED
DEPT 4010		2009 - 2010	2010-2011	2011-2012	2012-2013	YEAR END	2013-2014
5-4010-5305	EQUIP. SERV.-R&M EQUIPMENT	-	-	-	-	-	-
5-4010-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-4010-5311	AUDITING SERVICES	-	-	-	-	-	-
5-4010-5317	MEDICAL SERVICES	-	-	54	-	-	-
5-4010-5320	NATURAL GAS	1,179	1,172	1,477	1,500	1,510	1,600
5-4010-5325	TELEPHONE	1,600	1,249	978	1,500	1,100	1,200
5-4010-5328	COPY USAGE EXPENSE	-	-	-	100	-	100
5-4010-5329	POSTAGE AND SHIPPING	(6)	-	1	50	-	50
5-4010-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-4010-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-4010-5339	OTHER CONTRACTUAL SERVCS.	1,696	2,418	1,408	3,000	-	1,500
5-4010-5340	TRAINING CONFERENCES	358	-	-	2,000	2,300	2,500
5-4010-5347	MEMBERSHIPS & DUES	895	67	-	750	250	500
5-4010-5351	SOFTWARE SUPPORT CNTRCTS.	1,889	1,889	1,889	2,000	1,900	2,000
5-4010-5355	INSURANCE	2,213	927	2,316	2,500	2,316	2,400
5-4010-5357	EQUIPMENT RENTAL	41	392	327	-	-	-
5-4010-5378	MISC. OTHER SERVICES & CHARGES	406	602	240	500	750	500
	TOTAL OTHER SERVICES	14,664	12,239	14,407	17,900	13,201	16,850
	TOTAL EQUIPMENT SERVICES	342,571	329,880	326,349	313,976	348,579	354,607

EXPO

PERSONAL SERVICES	493,440
MATERIAL AND SUPPLIES	0
OTHER SERVICES AND SUPPLIES	3,500
TOTAL EXPO	496,940
% OVER LASTS YEAR BUDGET	-1.33%
# EMPLOYEES	10



EXPO DEPT 1210	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
5-1210-5101 REGULAR SALARIES	309,960	257,657	287,882	320,748	297,639	307,403
5-1210-5102 OVERTIME	-	15,658	15,316	15,000	30,000	15,000
5-1210-5104 LONGEVITY	3,784	3,015	3,405	3,000	2,600	3,000
5-1210-5106 EDUCATIONAL INCENTIVES	999	501	463	500	500	500
5-1210-5111 FICA	19,610	15,925	18,635	21,033	20,506	20,206
5-1210-5112 MEDICARE	4,550	3,724	4,358	4,919.10	4,796	4,725.60
5-1210-5113 HEALTH INSURANCE	42,000	34,339	33,568	35,000	42,000	47,180
5-1210-5114 LIFE INSURANCE	960	629	520	1,056	629	1,056
5-1210-5115 OMRP RETIREMENT	76,003	65,516	70,875	76,331	76,070	74,958
5-1210-5155 WORKERS COMPENSATION	13,676	11,818	11,133	22,539	22,539	19,411
TOTAL PERSONAL SERVICES	471,542	408,782	446,155	500,126	497,279	493,440
5-1210-5250 OTHER MATERIALS&SUPPLIES	-	-	-	-	-	-
TOTAL MATERIALS & SUPPLIES	-	-	-	-	-	-
5-1210-5303 REPAIR & MAINT-EQUIP	-	-	410	-	175	250
5-1210-5304 REPAIR & MAINT-VEHICLES	-	-	353	-	100	150
5-1210-5317 MEDICAL SERVICES	-	-	107	-	100	250
5-1210-5325 TELEPHONE	-	-	180	-	500	500
5-1210-5339 OTHER CONTRACTURAL SERVICE	-	206	238	500	-	500
INSURANCE	-	18,272	4,136	-	-	-
5-1210-5378 MISC. OTHER SERVICE & CHARGES	-	-	3,095	3,000	3,000	3,000
TOTAL OTHER SERVICES & CHARGES	-	18,478	8,519	3,500	3,000	3,500
TOTAL EXPO OPERATIONS	471,542	427,260	454,674	503,626	500,279	496,940

FUND 301

Revenues

Rollover	\$	1,590,000.00
New money	\$	2,203,952.31
transfer in	\$	150,000.00

Total Revenue	\$	3,943,952.31
---------------	----	--------------

Debt Service- Old	\$	(815,251.00)
-------------------	----	--------------

Debt service- New	\$	(376,186.00)
-------------------	----	--------------

Debt Service	\$	(420,000.00)
--------------	----	--------------

Total to spend	\$	2,332,515.31
----------------	----	--------------

Expenses	\$	(2,332,515.31)
----------	----	----------------

	\$	-
--	----	---

Capital Fund	Rollover	New Money	Grant	Total	Total Division
Information Systems					
General Construction:					
Major Equipment > \$7500:					
Access Control Upgrades (Roll)	\$ 25,000				
Annual Server Replacement (2)		\$ 30,000			
Centralized Network Backup Solution		\$ 25,000			
CH30 Video Server/Recorder Replace		\$ 20,000			
City Hall DVR Replace/Upgrade (Roll)	\$ 10,000				
Redundant CADSERVER Replacement		\$ 25,000			
Remote Location Sec Cam/DVR Units		\$ -			
				\$ 135,000	
Minor Equipment less than \$7500					
Annual Desktop replacements		\$ 75,000			
Police Mobile Laptops		\$ 36,000			
Tablet Deployment/Replacements		\$ -			
Video Camera Replacements/Addds		\$ -			
				\$ 111,000	
Total Capital Information Systems					\$ 246,000
Community Development					
General Construction:					
Wayfinding	\$ 131,599	\$ -		\$ 131,599	
Major Equipment > \$7500:					
2wd basic work truck		\$ 24,500			
				\$ 24,500	
Total Capital Community Developmnt					\$ 156,099

Capital Fund	Rollover	New Money	Grant	Total	Total Division
Police-Administration					
General Construction:					
Tile Hallway in PD		.		.	
Major Equipment					
4 New Police Vehicles		\$ 200,000		\$ 200,000	
Total Capital Police Admin					\$ 200,000
Police Patrol					
General Construction:					
Police/Fire Training Building	\$ 40,000	\$ 60,000			
General Build updates and Repair		\$ 20,000			
				\$ 120,000	
Minor Equipment:					
12 M-4 Rifles		\$ 14,400			
Ballistic Vest		\$ 14,000			
Bike Patrol Gear		\$ 4,000			
Brazo Ticket Machines		\$ 14,000			
Hand held radio upgrade		\$ 18,000			
Heavy Ballistic Vests		\$ 12,000			
Lapel Camera		\$ 6,000			
Tact team gear		\$ 10,000			
				\$ 92,400	
Total Capital Police Patrol					\$ 212,400
Police - CID					
Major Equipment > 7500:					
Forensic Phone system		\$ -		\$ -	

Capital Fund	Rollover	New Money	Grant	Total	Total Division
Minor Equipment < 7500:					
Interview Room system upgrade		\$ 5,000			
Software and Computer Upgrade		\$ 2,200			
				\$ 7,200	
Total Capital Police - CID					\$ 7,200
Animal Control					
General Construction:					
Replace Sign in front		\$ -		\$ -	
Minor Equipment:					
Chip Scanner		\$ -			
Tasers for AC Officers		\$ -			
				\$ -	
Total Capital Animal Control					\$ -
Unzner Grant - No items listed					
Dispatch					
General Construction:					
Criminal Justice Security		\$ 5,000			
Minor Equipment:					
Chairs/ Equipment		\$ 5,000		\$ 5,000	
				\$ 5,000	
Total Capital Dispatch					\$ 10,000
Fire Prevention					
General Construction:					

Capital Fund	Rollover	New Money	Grant	Total	Total Division
Station 2 needs/ Evaluations	\$ -			\$ -	
Total Capital Fire Prevention					\$ -
Fire Suppression					
General Construction:					
Flooring		\$ 25,000		\$ 25,000	
Major Equipment > 7500:					
Engine 2 apparatus	\$ 465,000				
SCBA Masks	\$ 15,000	\$ 12,000			
Turn out boots		\$ 8,400			
Turn out gear	\$ 60,000	\$ 45,000			
				\$ 605,400	
Minor Equipment < 7500:					
Replace fire hose		\$ 5,000			
Replace firefighter appliances		\$ 5,000			
replace extrication air bags		\$ 5,000			
Replace station furnishings		\$ 7,000			
				\$ 22,000	
Total Capital Fire Suppression					\$ 652,400
Fire Training					
General Construction:					
Replace upstairs flooring		\$ 25,000		\$ 25,000	
Minor Equipment < 7500:					
Replace Station Furnishings		\$ 7,000			
Replace Washer/Dryer		\$ 3,000			
				\$ 10,000	

Capital Fund	Rollover	New Money	Grant	Total	Total Division
Total Capital Fire Training					\$ 35,000
Major Equipment >7500:					
APX 3000 Portable Radios (2)		\$ 11,626			
APX 6500 Dash Mount Radios		\$ 21,690			
APX 6000 Model II Port Radios		\$ 21,300			
Portable Lighting Towers		\$ -		\$ 54,616	
Minor Equipment < 7500:					
2 Lateral File Cabinets		\$ 500			
Replace Carpet & Pad-EOC/Offices		\$ 5,000			
Workbench for Radio Shop		\$ 3,000			
Portable CSC-960 Siren Controller		\$ -		\$ 8,500	
Total Capital Emergency Management					\$ 63,116
Streets:					
Major Equipment >7500					
1/2 Ton Pickup		\$ 29,000			
10-Wheel Dump Truck		\$ -			
3/4 Ton Pickup		\$ 35,000			
Rubber Track Trackhoe		\$ -		\$ 64,000	
Minor Equipment <7500					
Air Compressor		\$ 2,000			
Plasma Cutter		\$ 2,500		\$ 4,500	
Total Capital Streets					\$ 68,500

Capital Fund	Rollover	New Money	Grant	Total	Total Division
Traffic:					
Major Equipment >7500					
1/2 Ton Pickup		\$ 29,000			
Battery Backup System for Signals		\$ 17,000		\$ 46,000	
Minor Equipment <7500					
12-Foot Trailer (for Lg. Sprayer)		\$ 1,600			
Industrial Blower (debri removal)		\$ 800			
Pressurized Glass Bead Dispenser		\$ 6,000		\$ 8,400	
Total Capital Traffic					\$ 54,400
Parks:					
General Construction:					
Beautification Projects		\$ 18,000			
Electricity @ Park Pavillions (3)		\$ 6,000			
Interior Repair Santa Fe Depot		\$ 10,000			
Lions Club Ball Fence Replacement		\$ 7,000			
Portable Stage	\$ -	\$ -			
Park Master Plan		\$ 25,000		\$ 66,000	
Major Equipment >7500					
1/2 Ton Pickup		\$ 25,000			
Mower Replacement		\$ 15,000			
Park Upgrades		\$ 60,000			
Tree Sheer & Grinder		\$ 18,500		\$ 118,500	
Minor Equipment <7500					
Sandblaster		\$ 1,000			

Capital Fund	Rollover	New Money	Grant	Total	Total Division
Supply Storage Building		\$ 3,000			
Welder/Generator		\$ 4,500			
Total Capital Parks				\$ 8,500	\$ 193,000

Cemetery:

Major Equipment >7500

Mower Replacement		\$ 12,000		\$ 12,000	
-------------------	--	-----------	--	-----------	--

Minor Equipment <7500

Two Canopies for Mowers		\$ 900			
Two Pesticide Cabinets		\$ 3,000			
Total Capital Cemetery				\$ 3,900	\$ 15,900

Municipal Auditorium

General Construction:

Auditorium Heat/Air Unit (Rollover)	\$ -				
Auditorium Heat/Air Unit		\$ 250,000			
COEDD Bldg Heat/Air Unit		\$ 10,000			
Interior Paint/Repair Auditorium		\$ -			
Total Capital Municipal Auditorium				\$ 260,000	\$ 260,000

South Community Center

General Construction:

Exterior Paint and Repair		\$ 20,000			
---------------------------	--	-----------	--	--	--

Capital Fund	Rollover	New Money	Grant	Total	Total Division
Heat/Air Replacement (2 units)		\$ 35,000			
Interior Paint and Repair		\$ 5,000			
Total Capital So. Community Center				\$ 60,000	\$ 60,000

Senior Citizen's Center

General Construction:

Interior Paint and Repair		\$ 5,000			
New Flooring-Project Heart Area		\$ 34,000			
Total Capital Senior Citizen's Center				\$ 39,000	\$ 39,000

Equipment Services

General Construction:

Major Equipment >7500:

Portable Lift System				\$ -	
----------------------	--	--	--	------	--

Minor Equipment <7500:

Antifreeze Recycler		.			
New 12000 LB Lifts		\$ 5,500			
Transmission Fluid Exchanger		\$ -			
Total Capital Equipment Services				\$ 5,500	\$ 5,500

Building Maintenance

General Construction:

Capital Fund	Rollover	New Money	Grant	Total	Total Division
50 New Light Fixtures		\$ 10,000			
ADA Restroom		\$ 33,000			
Improved Landscaping		\$ 3,000			
Interior Paint & Repair		\$ -			
				\$ 46,000	
Major Equipment >7500:					
New Restroom Stalls		\$ 8,000			
				\$ 8,000	
Total Capital Building Maintenance					\$ 54,000
EXPO		\$ 100,000			
Total Capital Projects	\$ 746,599	\$ -	\$ 1,685,916	\$ -	\$ 2,332,515
				\$ 2,332,515	\$ 2,332,515

Cuts

Wayfinding	\$	168,401
Forensic Phone System	\$	11,000
Animal Control Sign	\$	8,900
Chip Scanner	\$	2,000
Taser for Animal Control Officers	\$	4,000
Portable Lighting Towers	\$	19,000
Portable Stage	\$	75,000
Portable Siren Controller	\$	5,100
Rubber Track Trackhoe	\$	115,000
Tile Hallway PD	\$	15,000
Remote Security Camera	\$	30,000
Table Deployment/Replacements	\$	20,000
Video Camera	\$	25,000
Station 2 needs	\$	50,000
Dump Truck	\$	160,000
Interior Paint City Hall	\$	10,000
Interior Paint Auditorium	\$	10,000
Beautification Projects	\$	7,000
Antifreeze Recycler	\$	3,500
Transmission Fluid Exchanger	\$	4,000
Municipal Auditorum	\$	250,000
	\$	992,901

Streets Fund 302

Fund Balance	\$ 1,000,000.00	estimated- closer will get better estimate
Sales Tax	\$ 2,463,697.00	
Interest Income	\$ 25,000.00	
Transfer from SMA	\$ 600,000.00	
Grant	\$ 1,175,000.00	

Total	\$ 5,263,697.00	
Debt	\$ -	

\$ 5,263,697.00

Project	\$ (4,495,000.00)	
---------	-------------------	--

Ending Balance	\$ 768,697.00	
----------------	---------------	--

301-5-0810

Engineering:

General Construction:

ADA Handicap Ramps/Sidewalk Rep	\$	225,000		
Main Street Streetscape Project	\$	1,800,000		
	\$	350,000.00	SMA	
	\$	425,000.00	TIF	
	\$	400,000.00	ODOT	

Street Construction:

Bridge Maint & Repair Proj FY13-14	\$	450,000		
Kickapoo-Fr Spur to Farrall Prelim Eng	\$	600,000		SMA Transfer back to Street Fund
Rehab Asphalt Streets FY13-14	\$	550,000		List to be determined
Rehab Concrete Streets FY13-14	\$	500,000		Existing Concrete Street Maint
Repair & Maintenance Materials	\$	150,000		Rock, gravel, culverts, etc.
Sign Upgrade	\$	80,000		M & R signage and street markers
Signal Upgrade	\$	40,000		Maint & Equip for signaled intersects
Striping Projects	\$	100,000		Various Locations

Total Capital Engineering

\$	4,495,000	\$	1,175,000.00	\$	-
----	-----------	----	--------------	----	---

Regular Board of Commissioners

12.

Meeting Date: 05/20/2013

Sales Tax

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received May 2013.

Attachments

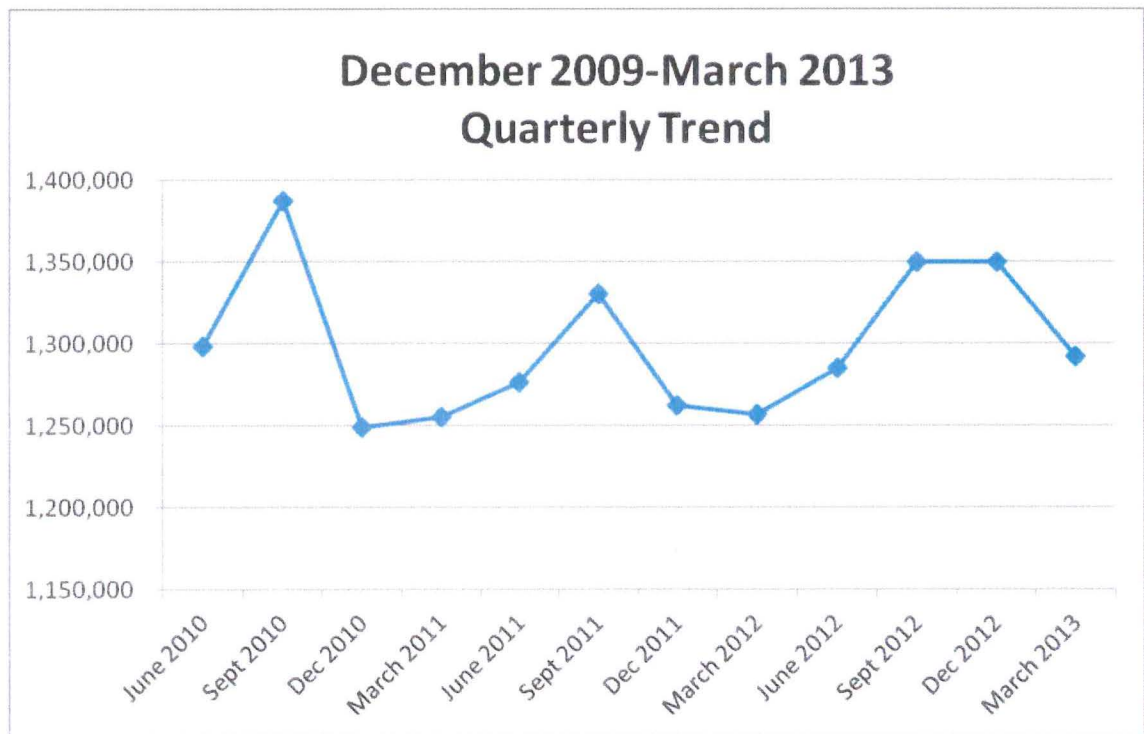
Sales Tax

City of Shawnee Memorandum

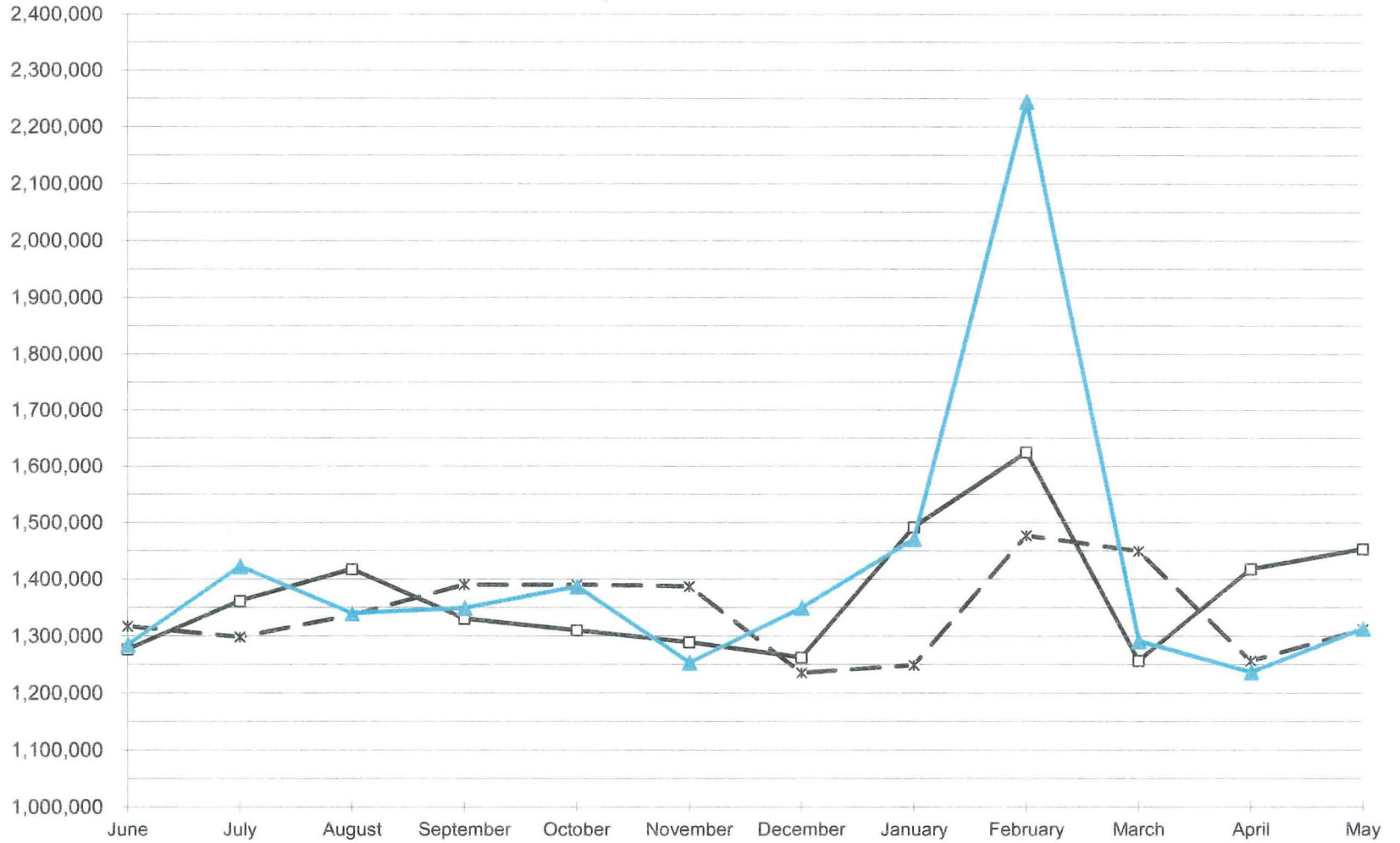


To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: Cynthia R Sementelli, Finance Director
Date: May 10, 2013
Re: City Sales Tax Report

May Sales Tax receipts were down \$140,049 this month or 9.64% compared to last year actual for the same time frame. May Sales tax amount received plus interest was \$1,312,710 which accumulatively for the fiscal year we are up \$443,098 or 2.91%. We have budgeted a 2.5% increase and with the sale of the hospital we are making the budget projection.



**CITY OF SHAWNEE
SALES TAX COLLECTIONS
June 10- May 13**



- x— June 2010 through May 2011
- June 2011 through May 2012
- ▲— June 2012 through May 2013

	June 2010	June 2011	June 2012	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	May 2011	May 2012	May 2013	Amount	Percentage
June	1,317,167	1,276,542	1,284,872	8,330	0.65%
July	1,298,026	1,361,273	1,422,363	61,090	4.49%
August	1,336,599	1,417,308	1,339,539	(77,769)	(5.49%)
September	1,390,086	1,330,420	1,349,282	18,862	1.42%
October	1,389,702	1,309,924	1,386,657	76,733	5.86%
November	1,386,987	1,289,143	1,253,140	(36,003)	(2.79%)
December	1,235,390	1,262,401	1,349,459	87,058	6.90%
January	1,248,649	1,491,647	1,470,565	(21,082)	(1.41%)
February	1,476,824	1,624,568	2,245,070	620,503	38.19%
March	1,448,966	1,256,806	1,291,532	34,726	2.76%
April	1,256,430	1,417,533	1,236,564	(180,969)	(12.77%)
May	1,311,387	1,452,759	1,312,710	(140,049)	(9.64%)
Total	14,784,824	16,490,325	16,941,753	451,428	2.74%
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		15,213,784	15,656,881	\$443,098	2.91%
Fiscal Year to Date Budget based on last year actual plus 2.5%					
		Current Year	Current Year	Budget Variance	
Period		Budget	Actual	Favorable	(Unfavorable)
Fiscal Year to Date		15,594,128	15,656,881	\$62,753	0.40%

Regular Board of Commissioners

13.

Meeting Date: 05/20/2013

Pension Choice

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation, discussion and consideration of Pension Choice for employees.

Attachments

Pension Memo

Memo Bass and Homan

Cost Projection

Mayor
WES MAINORD



The City of Shawnee
Office of the Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 878-1571
www.ShawneeOK.org

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

Date: May 16, 2013

To: Mayor and City Commissioners

From: Brian McDougal, City Manager
Tamara Johnson, Human Resources Director
Cynthia Sementelli, Finance Director/Treasurer

RE: Non-Union Pension Plan Recommendation

Nature of the request:

The Commission directed the staff in 2011 to address our pension costs as the costs had reached over 23% of payroll for our non-union/non-uniform employees. A change to reduce these costs is essential to the continued sustainability of the City operations.

Staff Analysis, Considerations:

Attached is a memorandum from our consultants that outlines the history, analysis and considerations regarding this request as well as a recommendation. In summary, Staff presented a "hard freeze" to Commissioners at our April 15, 2013 regular meeting. The Commission directed Staff to meet with each affected employee. We completed that task. The employees who are closer to retirement are affected most significantly with the hard freeze recommendation. At that meeting and since that meeting several Commissioners have expressed their concern with the hard freeze pension option. As such, we presented a "pension choice" option at our budget worksession on May 6, 2013. With each of these approaches, our recommendation is to place new hires in a 3%/6%/9% contribution rate with the 5 and 10 years of service provision. Please see the attached memorandum from Fred Bass with FBCI for a history, staff consideration and recommendation.

Recommendation:

Staff is amending its recommendation from our meeting April 15, 2013. The "hard freeze" of the pension plan treats each employee the same regardless of age and/or years of service and reduces the volatility of the pension plan to the employer. However, since that time we have received a new asset valuation from Dean actuarial for 2013 instead of the 2012 actuarial, and due to the positive uptick in market earnings on investments, our cost of payroll for either of the options are within 1% of each other. So the savings to the three main budgets with personal services, SMA Fund, General Fund, and Airport Fund are very close no matter which option

Commissioners choose. It should be noted also that our unfunded liability on the pension choice option is \$2.3m (estimated based on assumptions on how many employees choose it) vs. pension hard freeze option of \$389,000 (both options are based on actuarial value). Consultants and our financial advisors think this method goes a long way to ensuring that our good credit rating remains intact.

No matter which option Commissioners choose, Commissioners need to understand that the benefits the City is providing are still very good as compared to both the public and private sectors. However, a change to reduce these costs is essential to the continued sustainability of the City operations.

Please see the attached memorandum from Fred Bass with FBCI for a history, staff consideration and recommendation.

Staff note:

It is important to note here that the volatility of market earnings to the City's favor is really what is making this option possible. It is also notable that this option does leave the City in a position of a market earning downturn and result in our unfunded liability growing in the future. As such, Staff wants Commissioners to understand that although this option is viable now, our costs are less manageable into the future under the pension choice option due to a potential for the market earnings on investments to drop from 12% back to a lesser amount at some time and increasing costs.

Budget Consideration:

In summary, although we made many assumptions to develop reasonable scenarios, our cost to provide this benefit will drop substantially from 21.4% according to the Dean 2013 valuation report to 12.5% according to the pension plan choice options as outlined in the attached report by FBCI. This will be an excellent cost savings center for all of our funds that have personal service components. The main three budgets that will be affected the most are SMA Fund, General Fund and the Airport Fund. The approximate amounts for each of those are SMA Fund (\$124,126.59), General Fund (\$321,480.00), Airport Fund (\$6761.77).

To be decided at a later date will be how to address the \$2,290,500.00 unfunded liability under the pension choice option.

MEMORANDUM

Date: May 17, 2013

To: Brian McDougal, Tamera Johnson, Cindy Sementelli and Jodi Cox

cc: Dudley Hyde

From: Fred Bass and Dan Homan

Re: Logic behind original recommendation, replication of valuation costs and preparation of costs for new plan design

Review of Original Approach and Logic behind it

The purpose of the memorandum is twofold. First, it will provide the logic of our initial recommendation . It will specifically provide:

- Why we arrived at the recommendations that we made;
- The options we could have taken and the reasons we did not; and
- Why the option we did take was the best and fairest course of action for the City and its employees.

We will also describe the changes in the recommendation based upon comments receive from Employees and from the Commissions.

Original Recommendation

- Over a year ago, the Commissioners requested that the City Manager and his staff review other options to providing reasonable retirement benefits for its employees and to make recommendations. They felt at the time that the current plan was too expensive and that the costs were not controllable.
- Prior to running any figures on specific employees, some of the alternatives considered were as follows:
 - Provide Pension Choice (the choice of a new defined contribution plan or the current defined benefit plan) to everyone;
 - Provide Pension Choice to a limited number of long serviced employees who were close to retirement;
 - Freeze the current plan and provide all employees with a new defined contribution plan which provides an additional contributions.
- FBCI performed a study and came back with a recommendation. First it compared the amount of income individuals would reasonably expect in

retirement relative to their final pay assuming that they worked until age 65 (otherwise called a replacement ratio). The sources of this retirement income would be social security, the pension plan and the funds that were being put away in the current defined contribution plan (i.e. contributions made by employees who are not department heads of 4.25% and contributions made by Department Heads of 8% with a city match of 5%. Note that this does not include any personal savings or other benefits earned with prior employers. Based upon the analysis, it was determined that:

- 99% of employees would replace over 70% of their income;
- 93% of employees would replace over 80% of their income;
- 88% of employees would replace over 90% of their income; and
- 81% of employees would replace over 100% of their income.

It was also noted that the employees who fell below the levels shown above would all have less than 20 years with the City. Based upon their retirement or savings while working for other employers, they also would be above these thresholds.

We also had a discussion of what was a reasonable replacement ratio for individuals. There was a study performed in 2008 which determined that individuals need less income in retirement than when working. This is because:

- Income taxes are down after retirement;
- Social Security taxes end completely at retirement;
- Social Security benefits are partially or fully tax free; and
- Savings for retirement is no longer needed.

The analysis goes on to say that people earning \$60,000 per year or more need approximately 78% of final pay in retirement. Those earning less only need 25% to 32% of pay from their employer to replace 78% to 90% of their final pay, including social security.

Based upon the above analysis summarized immediately below, we arrived at the following conclusions:

- The current plan cost too much, especially in conjunction with social security;
- We needed to arrive at a program which would control the volatility of costs; and
- The benefits being provided were substantially more than necessary to replace income at retirement.

Based upon this analysis, management, with its consultants, discussed other

alternatives. One of them was to grandfather those who had substantial service and were within 10 or 15 years of retirement. However, it was these individuals who were over 100% of replacement pay. In addition, these individuals would receive a benefit accrual from the plan which would be equivalent to a defined contribution of over 40% of pay per year (some as high as 60% of pay per year).

So, we tried to determine a program which would meet our objectives:

- Reduce the cost;
- Reduce the volatility in costs; and
- Provide substantial benefits for long serviced employees.

Based upon the above objectives and the fact that grandfathering the older longer serviced employees would perpetuate the problems we are having with the defined benefit plan (high cost, volatility in cost and substantial costs for benefit accruals for certain employees who were long serviced and near retirement age), we decided not to offer any grandfathering in the existing plan.

Based upon this analysis, we reviewed the amount of income we could replace in retirement by freezing the plan and moving towards a rich defined contribution plan. By freezing the pension plan, we would determine everyone's accrued benefit as of June 30, 2013. However, we would still allow employees to grow into eligibility for vesting, "Rule of 80", early retirement and normal retirement. Therefore future service would count for eligibility of the benefit accrued as of June 30, 2013.

Then we reviewed three levels of benefits under a defined contribution plan. In order to provide additional benefits for longer serviced employees both currently and in the future, we reviewed various defined contribution designs. We arrived at one which would provide for existing employees:

- A 5% contribution during the first five years of service;
- A 10% contribution during the next five years of service; and
- A 15% contribution thereafter.

In computing the above schedule, prior service counts. Therefore, if someone has 11 years of service, they would start at the 15% level. OMRF has shared with us that this was a very competitive formula relative to other municipalities that provide defined contribution plans.

For Department Heads only, our recommendation was to provide an additional defined contribution of \$5,000 per year for the next five years only as a "stay bonus".

It was further recommended that anyone who is hired on or after July 1, 2013, would receive a formula which would be consistent with above except instead of receiving a 5%/10%/15% contribution, it would be reduced to 3% 16% 19%.

This new approach would help to stabilize volatility of costs and also provide a lower cost level for the City. If assets are valued at market value, the costs would reduce from 24.5% to approximately 10% of pay. As employees left and were replaced, the costs would reduce even more because of the lower formula.

We also reviewed replacement ratios under this new approach and determined the following:

- With equivalent benefits from defined contribution plans payable as a 10 year certain and life benefit with a COLA,
 - 85% of employees would replace over 70% of their income;
 - 72% of employees would replace over 80% of their income;
 - 57% of employees would replace over 90% of their income; and
 - 46% of employees would replace over 100% of their income.

As with the above analysis those people with shorter service at age 65 would be the ones who might replace less.

- If all benefits were converted to a life annuity form of payment without COLA (which many employers provide as the normal form), the replacement ratios would rise. This analysis showed that
 - 90% of employees would replace over 70% of their income;
 - 87% of employees would replace over 80% of their income;
 - 75% of employees would replace over 90% of their income; and
 - 64% of employees would replace over 100% of their income.

We hope the above explains to the Mayor and Commissioners how we arrived at our recommendation. We would be happy to review this with you in more detail if you wish. We look forward to your thoughts and comments.

The alternative approach based upon comments received

As mentioned above, our original charge was to reduce costs and move the City's approach to providing retirement income from a defined benefit scenario to a defined contribution scenario. The programs in place were very rich (especially for those near retirement) and provided what was deemed excessive replacement ratios. When the new defined contribution approach was "rolled out", it met with comments from some that this was too drastic a "take-away". The Commissioners were concerned about employees who complained even though the plans being offered were among the best defined contribution plans offered in the state, provided savings to the City and met the objective of moving from the defined benefit arena more quickly. Based upon the concern by The Commissioners, we believe that consideration should be given to moving towards a defined contribution approach but doing so more slowly without totally eliminating the opportunity for defined benefit accruals in the future for current employees.

Based upon the above, we have arrived at another approach which falls in between the current plan and the initial recommendation. This approach is as follows:

- Offer Pension Choice between a modified defined benefit plan and a new defined contribution plan;
 - For employees who remain in the defined benefit pension plan, remove the COLA for future benefit accruals for all active employees; however have the 10 year certain and life benefit remain if they remain in the pension plan and future salary increases will be applied to all benefit service (past and future) ;
 - For all employees who remain in the defined benefit pension plan, charge them 4.25% of pay for the right to remain in this pension plan. This will be the same 4.25% which comes from their current "government pickup" contribution. Therefore, it will no longer go into a program on their behalf. For Department Heads, the 4.25% will reduce the amount of their 8% "government pickup" contribution to 3.75%. Furthermore, the promised raise of the greater of 75 cents per hour or 3% of pay will not be provided.
 - Employees who agree to leave the defined benefit pension plan would be provided with a 5% / 10% /15% defined contribution plan. In addition, they will receive a raise equal to the greater of 75 cents per hour or 3% of pay. Furthermore, their "government pick-up" program will remain intact.
 - Regardless of whether they stay in the defined benefit plan or move into the defined contribution plan, Department Heads they will also receive a stay bonus as has been previously described (\$5,000 per year for five years).

Verifying costs and liabilities for benefits

Before starting the above project, we wanted to see how closely we could match the costs and liabilities with Dean Actuaries. Therefore, we have determined the normal costs and actuarial liabilities based upon the current plan and the assumptions used by Dean Actuaries, LLC. The only assumption we did not know about was the cost of living adjustment. Therefore, we have used an assumption that it would average 2.50%. To arrive at the normal costs and liabilities, we have added back individuals who have terminated since January 1, 2013 because these are the individuals who were still in the Dean actuarial valuation report (based upon a January 1 determination date).

We were very pleased with our determination of the liabilities relative to Dean Actuaries. The liabilities on a traditional Unit Credit Liability basis for active employees were as follows:

Dean Actuaries	\$12,612,787
FBCI	\$12,762,454
FBCI / Dean	101.2%

The liabilities on an Entry Age Normal basis for active employees were as follows:

Dean Actuaries	\$18,795,448
FBCI	\$18,450,880
FBCI / Dean	98.2%

Both of these results are closer than one should expect based upon the differences in software which report decrements differently, etc.

To determine at what point the normal cost should be calculated, we reviewed Exhibit 2 of the valuation. In this exhibit, we were able to determine that the amortization of the unfunded liability assumed payment in the middle of the year (to replicate payments throughout the year). If we assume that the normal cost being provided is done on the same basis, then the comparison of normal costs in the middle of the year is as follows:

	Normal Cost	Payroll	NC as % of Payroll
Dean Actuaries	\$894,614	\$6,633,500	13.48%
FBCI	\$986,907	\$7,038,600	14.02%
FBCI / Dean			104.01%

This percentage of payroll is within normal means. It should also be noted that we took the 2012 payroll which we had and applied the Dean Actuaries salary increase to obtain the 2013 payroll and which we used to run costs and liabilities.

Based upon the above liabilities and normal costs of the current plan being within range, we proceeded to perform the study described above, the results of which are attached.

The Study

As can be seen from the attached, we put down the results presented in the valuation report issued in March, 2013 with costs of 21.4% of payroll. The results of our analysis were 21.1% of payroll using the Dean Actuaries assumptions and the methodology described above.

As an interim step, we next ran the costs for everyone assuming that we did not offer pension choice but required everyone to contribute 4.25% of pay to the plan. Furthermore, we assumed that no one would receive any COLA on their future accruals. As can be seen the costs of this program dropped from 21.1% of payroll to 14.0% of payroll. The employee contribution portion of this reduction was 4.3% while the reduction due to the COLA being removed was 2.8%

We next applied Pension Choice. Of course, the assumptions made regarding who chooses which program are critical to the results. The assumptions regarding this were supplied to us and are as follows:

- 75% of those currently eligible for the “Rule of 80” will elect to stay in the defined benefit plan and the others will move into the defined contribution plan;
- 50% of those within 10 years of “Rule of 80” will elect to remain in the defined benefit plan and the other 50% will move into the defined contribution plan;
- 50% of those who are over age 50 but not in the two groups above will elect to remain in the defined benefit plan the other 50% will move into the defined contribution plan;
- Everyone else will move into the defined contribution plan.

The costs which we determined is an allocation between what would occur if the plan were totally a defined benefit plan with the adjustment to the COLA and employee contributions (described two paragraphs above) and if the plan were totally a defined contribution plan going forward (as originally contemplated). As far as moving everyone to a defined contribution plan, we have determined the costs to be 11.2%. In computing the costs we reflected the one time pay raise in applying it to the 5%/10%/15% formula. However, it does not include the cost of the raise in this exhibit. This raise is 3% of pay (or \$0.75 per hour if greater). If everyone elected to go into the DC plan, the cost of the one-time raise would be \$288,000.

Based upon the above assumptions regarding pension choice, the overall cost under the new defined benefit plan design and the assumed “take” rate is 12.1% of payroll. Given

the take rate, we have computed the one time raise (not included in the attached exhibit) to be \$218,000.

We would recommend that we try other mixes. What we do know is that the cost of this plan will be somewhere between 14.0% of payroll (the cost of the modified defined benefit plan) and 11.2% of payroll, the cost of moving everyone to the new defined contribution plan. Only if there is severe anti-selection should the cost exceed the 14%.

Other Points of Consideration

Other points of consideration to be discussed herein are:

- Volatility in costs
- Additional volatility in cost to the city as a percentage of payroll by adding employee contributions; and
- The removal of the COLA for future accruals

Volatility in Costs

Because the costs of a pension plan are not fixed, their volatility (both higher and lower) is hard to gauge. Other points of consideration in working with a defined benefit plan are the volatility of costs. Comparing the 2013 actuarial valuation with the 2012 actuarial valuation, it can be seen that the costs reduced as a percentage of payroll (from 22.51% of Payroll to 21.39% of Payroll). If we were looking at the market value of assets, the costs would have decreased even more (from 25.71% of Payroll to 22.66% of Payroll). The reasons for this are probably two-fold:

- The average age of the employee group was less, thereby lowering the normal cost; and
- The return on assets was over 12.2%.

If the asset value had earned 4.70% less than the assumption of 7.50% rather than 4.70% more than 7.50%, the costs could have increased by 1% or more based upon the valuation of the assets (market or actuarial value).

Impact on volatility by adding an employee contribution to the pension plan

It will be recommended that we add an employee contribution for those who stay in the pension plan. Surprisingly enough, while this will reduce cost, it will have the impact of increasing volatility of costs as a percentage of payroll. An example that might clarify this statement is as follows:

- Assume the costs of the plan are \$1,000,000 and the employee contribution picks up 15% of this cost or \$150,000. The City's cost would be \$850,000.

- Assume next year everything stays static except the cost of the plan goes up 20% (assume for this example from asset losses). The total cost of the plan is now \$1,200,000, a 20% increase, but the City's cost increased from \$850,000 to \$1,050,000, an increase of 23.5%, more than the total increase in in plan costs.
- This is because the addition of employee contributions, while good for reducing the City's cost burden, does increase the volatility of costs because it is the City that is picking up all of the additional cost or reduction in costs.

Impact of the removal of the COLA for future service

This will have the impact of reducing the volatility in the future due to inflationary increases. Therefore, not only does this provision reduce costs but it also reduces the volatility in costs.

Analysis of Unfunded Liabilities under different scenarios

The exhibit at the end of this memorandum provides the level of unfunded liability on an ongoing plan basis with the benefits modified (\$5,134,400), on a basis if we offer pension choice (\$2,290,500) and on a "hard freeze" basis (\$389,500). It should be noted that all of the liabilities used to determine the unfunded liabilities have been calculated on an "ongoing plan basis". What this means is the liabilities are being discounted at 7.50% per year. In fact, if the liabilities of this plan were to be purchased from an annuity provider, the costs would be substantially higher. Further note that the assets being used are the same as used in the valuation by Dean Actuaries to determine costs (the actuarial value of assets versus the market value of assets). That is, we have reduced the liabilities by assets which are one million dollars higher than the market value of the assets as of 1/1/2013, assuming we will receive further gains in the future. Because of this, the \$389,500 unfunded liability on a plan freeze basis could not be purchased in the marketplace today. Therefore, the plan must be kept ongoing until interest rates rise, the market value of assets approaches the actuarial value of assets or both.

Recommendation

We recommend that consideration be given to a modified pension choice for current employees.

The recommendation is as follows:

- Anyone hired on or after July 1, 2013 will receive retirement benefits from a defined contribution plan which provides 3%/6%/9% contributions levels based upon having less than 5 years of service, 5 to 10 years of service and over 10 years, respectively.
- Effective July 1, 2013 modify the defined benefit plan so that anyone actively participating will be required to make a 4.25% contribution into the defined

benefit plan. This will be in lieu of the “government pick-up” into the defined contribution plan as described in the body of this memorandum.

- Effective July 1, 2013, modify the defined benefit plan so that no COLA’s will be provided on any benefits earned after such date. That is, only the accrued benefit as of June 30th 2013 will have COLA.
- Offer anyone employed prior to July 1, 2013 with the choice as follows:
 - Remain in the modified defined benefit plan (with no COLA in the future and the requirement of a 4.25% employee contribution);
 - The benefit to be provided will be a benefit based upon prior service and future salary increases and a COLA plus future service with future salary increases and no COLA.
 - These individuals will not receive the raise of 75 cents per hour or 3%, whichever is greater.
 - These individuals will not have any additional funds put into the “government pick-up” into the DC Plan account and if they are department heads, their 8% contribution will only accrue in the DH DC plan account at 3.75%.
 - If they are department heads they will not receive the \$5,000 stay bonus.
 - Change to the 5%/10%/15% defined contribution plan in which case:
 - The benefit accrued under the defined benefit plan will be frozen and will not be subject to future salary increases.
 - The level of contribution into the defined contribution plan will be a function of all service with the City.
 - They will continue to receive the 4.25% in the DC Account.
 - They will receive the raise of 75 cents per hour or 3%, whichever is greater.
- The \$5,000 “Stay Bonus will be provided to Department Heads regardless of which program they take. If they go into the pension plan, this should, in most cases, make up for the loss of 4.25% of their “Government Pick-up” contribution to their DC Account.

City of Shawnee
Projection of Cost of Different Options
Offered to City Employees

	1/1/2013 Valuation Report	FBCI Match of Report	FBCI Modify Plan After 7/2013	FBCI Pension Choice	New DC Plan Only
A. Pension Plan Liabilities					
1. Inactive participants	\$17,197,200	\$17,197,200	\$17,197,200	\$17,197,200	\$17,197,200
2. Active participants					
a. Currently eligible for Rule of 80	N/A	\$7,279,500	\$7,176,000	\$6,917,400	\$6,141,656
b. Eligible for Rule of 80 in 10 years	N/A	\$8,321,900	\$7,875,000	\$6,776,400	\$5,677,748
c. Not in (a) or (b) above and over 50	N/A	\$174,400	\$151,300	\$124,400	\$97,497
d. Everyone else not in (a), (b) or (c)	N/A	\$2,675,100	\$2,305,400	\$845,600	\$845,553
e. Total	\$18,795,400	\$18,450,900	\$17,507,700	\$14,663,800	\$12,762,454
3. Total liabilities	\$35,992,600	\$35,648,100	\$34,704,900	\$31,861,000	\$29,959,654
4. Normal cost	\$894,600	\$986,900	\$923,400	\$288,800	\$0
B. Actuarial Value of Assets	\$29,570,500	\$29,570,500	\$29,570,500	\$29,570,500	\$29,570,500
C. Unfunded Liability: A(3) - B	\$6,422,100	\$6,077,600	\$5,134,400	\$2,290,500	\$389,154
D. Annual Contribution Calculation					
1. Normal cost	\$894,600	\$986,900	\$923,400	\$288,800	\$0
2. Amortization of unfunded	\$524,500	\$496,300	\$419,300	\$187,100	\$31,800
3. Employee contribution	\$0	\$0	\$299,100	\$83,200	\$0
4. Total annual contribution: (1) + (2) - (3)	\$1,419,100	\$1,483,200	\$1,043,600	\$392,700	\$31,800
E. New Defined Contribution Plan Annual Cost					
1. Currently eligible for Rule of 80	N/A	N/A	N/A	\$33,200	\$132,700
2. Eligible for Rule of 80 in 10 years	N/A	N/A	N/A	\$162,600	\$325,300
3. Not in (1) or (2) above and over 50	N/A	N/A	N/A	\$12,400	\$24,800
4. Everyone else not in (1), (2) or (3)	N/A	N/A	N/A	\$276,100	\$276,100
5. Total	\$0	\$0	\$0	\$484,300	\$758,900
F. Combined Plans Annual Cost: D(3) + E(5)	\$1,419,100	\$1,483,200	\$1,043,600	\$877,000	\$790,700
E. Valuation Payroll	\$6,633,500	\$7,038,600	\$7,038,600	\$7,038,600	\$7,038,600
F. Contribution as a Percent of Payroll for 2013-14	21.4%	21.1%	14.8%	12.5%	11.2%
G. Amortization of Unfunded					
1. Amortization period	30	30	30	30	30
2. Interest rate	7.50%	7.50%	7.50%	7.50%	7.50%
3. Unfunded liability	\$6,422,100	\$6,077,600	\$5,134,400	\$2,290,500	\$389,154
4. Beginning of year amortization amount	\$505,830	\$478,696	\$404,406	\$180,409	\$30,651
5. Middle of year amortization amount	\$524,500	\$496,300	\$419,300	\$187,100	\$31,800

City of Shawnee
Projection of Cost of Different Options
Offered to City Employees

	1/1/2013 Valuation Report	FBCI Match of Report	FBCI Modify Plan After 7/2013	FBCI Pension Choice	New DC Plan Only
H. Normal Cost Adjustment					
1. Normal cost at BOY					
a. Currently eligible for Rule of 80		\$74,124	\$78,095	\$58,571	\$0
b. Eligible for Rule of 80 in 10 years		\$339,584	\$351,350	\$175,675	\$0
c. Not in (a) or (b) above and over 50		\$105,713	\$88,527	\$44,264	\$0
d. Everyone else not in (a), (b) or (c)		\$432,437	\$372,641	\$0	\$0
e. Total		\$951,858	\$890,613	\$278,510	\$0
2. Normal cost at MOY		\$986,900	\$923,400	\$288,800	\$0
I. Breakdown of Entry Age Liabilities					
1. Currently eligible for Rule of 80		\$7,279,484	\$7,176,005	\$7,176,005	
2. Eligible for Rule of 80 in 10 years		\$8,321,877	\$7,875,011	\$7,875,011	
3. Not in (1) or (2) above and over 50		\$174,429	\$151,309	\$151,309	
4. Everyone else not in (1), (2) or (3)		\$2,675,090	\$2,305,380	\$2,305,380	
5. Total		\$18,450,880	\$17,507,705	\$17,507,705	
J. Breakdown of Accrued Liabilities					
1. Inactive participants	\$17,197,177	\$17,197,177	\$17,197,177	\$17,197,177	\$17,197,177
2. Active participants					
a. Currently eligible for Rule of 80		\$6,141,656	\$6,141,656	\$6,141,656	\$6,141,656
b. Eligible for Rule of 80 in 10 years		\$5,677,748	\$5,677,748	\$5,677,748	\$5,677,748
c. Not in (a) or (b) above and over 50		\$97,497	\$97,497	\$97,497	\$97,497
d. Everyone else not in (a), (b) or (c)		\$845,553	\$845,553	\$845,553	\$845,553
e. Total for active employees	\$12,612,787	\$12,762,454	\$12,762,454	\$12,762,454	\$12,762,454
3. Total accrued liability	\$29,809,964	\$29,959,631	\$29,959,631	\$29,959,631	\$29,959,631
K. Estimated Employee Contributions					
1. Estimated Payroll					
a. Currently eligible for Rule of 80		\$858,858	\$858,858	\$644,144	\$858,858
b. Eligible for Rule of 80 in 10 years		\$2,148,452	\$2,148,452	\$1,074,226	\$2,148,452
c. Not in (a) or (b) above and over 50		\$480,326	\$480,326	\$240,163	\$480,326
d. Everyone else not in (a), (b) or (c)		\$3,550,931	\$3,550,931	\$0	\$3,550,931
e. Total		\$7,038,567	\$7,038,567	\$1,958,533	\$7,038,567
f. Contribution rate of 4.25%		\$299,139	\$299,139	\$83,238	
L. Elections Percentages					
1. Currently eligible for Rule of 80				75%	
2. Eligible for Rule of 80 in 10 years				50%	
3. Not in (1) or (2) above and over 50				50%	
4. Everyone else not in (1), (2) or (3)				0%	
M. New Defined Contribution Plan Contributions					
1. Currently eligible for Rule of 80				\$132,653	\$132,653
2. Eligible for Rule of 80 in 10 years				\$325,274	\$325,274
3. Not in (1) or (2) above and over 50				\$24,780	\$24,780
4. Everyone else not in (1), (2) or (3)				\$276,123	\$276,123
5. Total contributions				\$758,830	\$758,830

Regular Board of Commissioners

14.

Meeting Date: 05/20/2013

OMRF Joinder Agreements

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action to enter into joinder agreements with Oklahoma Municipal Retirement Fund to establish a Defined Contribution Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan (CMO DH SI, CMO DH, DC) and joinder agreement with Oklahoma Municipal Retirement Fund to establish a Defined Benefit Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan (DB); and authorizing appropriate officials to execute such documents as may be necessary to complete the agreements. *Deferred from April 15, 2013*

Attachments

CMO DH SI, CMO DH, DC, DB

OMRF MASTER PLAN

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

City of Shawnee, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Shawnee, Oklahoma, hereby establishes a Defined Contribution Plan to be known as the **City of Shawnee Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

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

1. Dates.

This instrument is a new Plan effective July 1, 2013.

This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective _____. The effective date of this Joinder Agreement is _____, except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

Any person who, on or after the Effective Date, is in the position of Department Head or City Manager.

The word "Employee" shall not include:

Any person who is currently accruing benefits under any other state or local retirement system.

Any person who is in the position of Fire Chief or Police Chief and who is covered under another retirement program approved by the City Council.

3. Entry Date.

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

___ months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee shown above was met.

On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. **Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Severance pay.**
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.**

5. **Plan Design.**

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- Thrift Plan Option.**
 - A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation (“Mandatory Contributions”). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
 - The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants. The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.
 - The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.
- Fixed Contribution #1.** The Employer shall contribute to the Fund an amount which shall equal the percentage listed below of the total covered Compensation of all Participants in each Service and Contribution Tier for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant in each Service and Contribution Tier for such Valuation Period bears to the Compensation paid to all such Participants in each Service and Contribution Tier for such Valuation Period.

Service and Contribution Tiers for Participants hired prior to July 1, 2013:

<u>Years of Service</u>	<u>Fixed Contribution Percentage</u>
Less than 5	5%
at least 5 but less than 10	10%
10 or more	15%

Service and Contribution Tiers for Participants hired on or after July 1, 2013:

<u>Years of Service</u>	<u>Fixed Contribution Percentage</u>
Less than 5	3%
at least 5 but less than 10	6%
10 or more	9%

- Fixed Contribution #2 - Annual.** For all Participants as of July 1, 2013, who meet the definition of Employee in Section 2 of this Joinder on June 30th, the Employer shall contribute to the Fund an amount which shall equal \$5,000 per Participant on each June 30th for five years beginning June 30, 2014, and ceasing June 30, 2018.

- Variable Funding Option.
 - The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)
 - Option A: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
 - Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
 - Option C: A combination of Options A and B in the following ratios: $\frac{\%}{\%}$ for Option A, and $\frac{\%}{\%}$ for Option B.
- 401(k) Funding Option.
(This Option available only if elected prior to May 1, 1986)
 - Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than $\frac{\%}{\%}$ of their Compensation for each election period. The election period shall be the one month period preceding each Valuation Period calendar quarter of the Valuation Period.
 - Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- No Employer Contribution Option.

6. Other Participant Contribution Options.

- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.5 of the Plan.**
- A Participant may not withdraw Voluntary Nondeductible Contributions.
- Participants shall not contribute to the Plan.

7. Self-Directed Investments.

- Are permitted.**
- Are not permitted.

8. Allocation of Forfeitures Available.

- Shall be added to Employer contribution.
- Shall reduce the Employer contribution.**

9. Service for Worker's Compensation Period.

- If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.**
 - shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

Option D

<u>Years of Service *</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 7	0%	100%
7 or more	100%	0%

*Provided however not withstanding anything to the contrary in this Joinder or the Master Defined Contribution Plan, this vesting schedule applies to the Employer Fixed Contribution #1 and is based on Years of Service.

Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

<u>Years of Service **</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
5 or more	100%	0%

**Provided however not withstanding anything to the contrary in this Joinder or the Master Defined Contribution Plan, years of service for this vesting schedule shall not include service prior to July 1, 2013. This vesting schedule applies to the Employer Fixed Contribution #2 - Annual. If a Participant who has reached age 65 and/or meets Normal Retirement Age in the Employer's Defined Benefit Plan will be immediately vested in Employer Fixed Contribution #2 - Annual.

Option E

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option E is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

Participant loans shall be offered pursuant to Section 6.14 of the Plan.

Participant loans shall not be offered.

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

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

City of Shawnee

By: _____

Title: _____

Attest:

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: Chairman _____

Attest:

Secretary

(SEAL)

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

TABLE OF CONTENTS

	Page
ARTICLE I. PURPOSE AND ORGANIZATION	1
1.1 Purpose	1
1.2 Parties	1
ARTICLE II. DEFINITIONS AND CONSTRUCTION.....	II-1
2.1 Definitions	II-1
(a) Account	II-1
(b) Adjustment Factor	II-1
(c) Amount(s) Forfeited	II-1
(d) Authorized Agent	II-1
(e) Authorized Leave of Absence	II-1
(f) Beneficiary	II-1
(g) Break in Service	II-1
(h) Catch-Up Contributions	II-2
(i) Catch-Up Contribution Account	II-2
(j) City Council	II-2
(k) Code.....	II-2
(l) Committee.....	II-2
(m) Compensation	II-2
(n) Deductible Participant Contribution	II-3
(o) Deferred Compensation Contributions.....	II-3
(p) Effective Date	II-3
(q) Employer	II-3
(r) Employment Commencement Date.....	II-3
(s) Entry Date.....	II-3
(t) Forfeiture	II-3
(u) Fund	II-3
(v) Investment Manager	II-3
(w) Investment Options.....	II-4
(x) Joinder Agreement.....	II-4
(y) Leased Employee.....	II-4
(z) Limitation Year	II-4
(aa) Loan Account	II-4
(bb) Mandatory Contributions	II-4
(cc) Municipality.....	II-4
(dd) Municipality Contribution Account	II-4
(ee) Normal Retirement Date	II-4
(ff) Oklahoma Municipal Retirement Fund.....	II-5
(gg) Participant	II-5
(hh) Participant Contribution Accounts	II-5
(ii) Participant Deductible Contribution Account	II-5
(jj) Participant Deferred Compensation Contribution Account.....	II-5

(kk)	Participant Mandatory Contribution Account	II-5
(ll)	Participant Nondeductible Contribution Account	II-5
(mm)	Participant Rollover Account	II-5
(nn)	Participant Roth Contribution Account	II-5
(oo)	Participation	II-5
(pp)	Period(s) of Service or Service	II-5
(qq)	Pick-Up Contributions.....	II-6
(rr)	Pick-Up Contributions Account	II-6
(ss)	Plan.....	II-6
(tt)	Plan Administrator	II-6
(uu)	Plan Year	II-7
(vv)	Previous Plan	II-7
(ww)	Retirement	II-7
(xx)	Roth Contributions	II-7
(yy)	Total and Permanent Disability.....	II-7
(zz)	Trust Service Provider	II-7
(aaa)	Trustee	II-7
(bbb)	Valuation Date.....	II-7
(ccc)	Valuation Period	II-7
2.2	Construction	II-7
ARTICLE III. ELIGIBILITY AND PARTICIPATION		III-1
3.1	Eligibility.....	III-1
3.2	Entry Date.....	III-1
3.3	Re-employment of Former Participants	III-1
3.4	Re-employment of Retired or Fully Vested Participants.....	III-1
ARTICLE IV. CONTRIBUTIONS.....		IV-1
4.1	Contributions by Employer.....	IV-1
4.2	Required Participant Contributions	IV-1
4.3	Mandatory Contributions.....	IV-1
4.4	Voluntary Nondeductible Contributions by Participants	IV-1
4.5	Change of Rate of Voluntary Nondeductible Contributions by Participant.....	IV-1
4.6	Participant Contributions Nonforfeitable	IV-2
4.7	Pick-up Contributions.....	IV-2
4.8	Deferred Compensation Contributions.....	IV-2
ARTICLE V. ACCOUNTING, ALLOCATION AND VALUATION		V-1
5.1	Accounts.....	V-1
5.2	Eligibility for Allocation	V-1
5.3	Allocation of Contribution	V-1
5.4	Allocation of Amounts Forfeited.....	V-1
5.5	Valuation Date Adjustment	V-1
5.6	Allocation of Investment Earnings and Losses	V-1
5.7	Accounting for Participants' Contributions.....	V-2
5.8	Accounting for Statement of Account.....	V-2
5.9	Time of Adjustment.....	V-2
5.10	Special Valuation Date	V-2
5.11	Maximum Annual Additions	V-2

5.12	Investment Options	V-3
ARTICLE VI. BENEFITS		VI-1
6.1	Retirement or Disability	VI-1
6.2	Deferred Retirement	VI-1
6.3	Death of a Participant	VI-1
6.4	Termination for Other Reasons - Vested Percentage	VI-1
6.5	Initial Distribution Date.....	VI-1
6.6	Determination of Amounts Forfeited	VI-1
6.7	Participant Contribution Accounts	VI-1
6.8	Withdrawals From Participant's Contribution Accounts	VI-1
6.9	Withdrawals from Participant's Mandatory Contribution Account	VI-2
6.10	Methods of Distribution	VI-2
6.11	Designation of Beneficiary	VI-3
6.12	Loss of Benefits for Cause	VI-3
6.13	Payments Under a Qualified Domestic Relations Order	VI-3
6.14	Loans to Participants	VI-5
	(a) General:.....	VI-5
	(b) Establishment of Loan Account.....	VI-6
	(c) Foreclosure of Loan Account.....	VI-6
	(d) Special Restrictions on Foreclosure.....	VI-6
	(e) Establishment of Loan Program.....	VI-6
	(f) Loan Account.....	VI-7
6.15	Required Minimum Distributions.....	VI-7
	(a) Coordination with Minimum Distribution Requirements Previously in Effect.....	VI-7
	(b) Time and Manner of Distribution:	VI-7
	(c) Required Minimum Distributions During Participant's Lifetime:.....	VI-8
	(d) Required Minimum Distributions After Participant's Death:.....	VI-9
	(e) Definitions:	VI-10
6.16	Withdrawals from Participant Rollover Account	VI-10
ARTICLE VII. NOTICES		VII-1
7.1	Notice to Oklahoma Municipal Retirement Fund	VII-1
7.2	Subsequent Notices.....	VII-1
7.3	Copy of Notice	VII-1
7.4	Reliance Upon Notice.....	VII-1
ARTICLE VIII. AMENDMENT AND TERMINATION.....		VIII-1
8.1	Termination of Plan	VIII-1
8.2	Suspension and Discontinuance of Contributions	VIII-1
8.3	Liquidation of Trust Fund	VIII-1
8.4	Amendments.....	VIII-1
8.5	Authority of Volume Submitter Practitioner to Amend for Adopting Employers	VIII-2

ARTICLE IX. EMPLOYMENT TRANSFERS.....	IX-1
9.1 Transfers from This Plan:.....	IX-1
(a) To Another Category with This Employer	IX-1
(b) To Another Municipality	IX-1
9.2 Transfers to This Plan:.....	IX-1
(a) From Another Category with This Employer	IX-1
(b) From Another Municipality	IX-1
(c) Previously Fully Vested With Another Municipality	IX-1
9.3 Notice of Transfers	IX-2
9.4 Transfer from Other Qualified Plans	IX-2
9.5 Rollover Contributions	IX-2
9.6 Transfer to Other Qualified Plans.....	IX-3
9.7 Rollover to Another Plan or IRA.....	IX-3
(a) Definitions.....	IX-3
(i) “Eligible Rollover Distribution”	IX-3
(ii) “Eligible Retirement Plan”	IX-3
(iii) “Distributee”	IX-4
(iv) “Direct Rollover”	IX-4
9.8 Requirements for Rollover by Individuals	IX-4
9.9 Transfers From Another Qualified Plan	IX-4
9.10 Procedures	IX-5
ARTICLE X. ADMINISTRATION	X-1
10.1 Administration.....	X-1
(a) Committee.....	X-1
(b) Authorized Agent.....	X-3
(c) Plan Counselor	X-3
10.2 Bonds.....	X-3
10.3 Benefit Payments.....	X-4
10.4 Abandonment of Benefits.....	X-4
10.5 Benefits Payable to Incompetents	X-4
ARTICLE XI. GENERAL	XI-1
11.1 Not Contract Between Employer and Participant.....	XI-1
11.2 Payment of Fees	XI-1
11.3 Governing Law	XI-1
11.4 Counterpart Execution	XI-1
11.5 Severability.....	XI-1
11.6 Spendthrift Provisions	XI-1
11.7 Maximum Duration	XI-1
11.8 Number and Gender	XI-2
11.9 Compensation and Expenses of Administration.....	XI-2
11.10 Incorporation of Trust Agreement.....	XI-2
11.11 Mistake of Fact.....	XI-2

ADDENDUM NUMBER ONE: Final Code Section 415 Regulations

ADDENDUM NUMBER TWO: For Pension Protection Act, HEART Act & WRER Act

ARTICLE I.
Purpose and Organization

1.1 Purpose: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under section 401(a) and 501(a) of the Code. The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their beneficiaries.

1.2 Parties: The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

ARTICLE II.
Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) **Account:** One or more of several records maintained to record the interest in the Plan of each Participant and Beneficiary, and shall include any or all, where appropriate, of the following: (i) Municipality Contribution Account, (ii) Participant Deductible Contribution Account, (iii) Participant Deferred Compensation Contribution Account, (iv) Participant Mandatory Contribution Account, (v) Participant Nondeductible Contribution Account, (vi) Participant Roth Contribution Account, (vii) Pick-Up Contribution Account, (viii) Participant Rollover Account, (ix) Catch-Up Contribution Account, and (x) Loan Account.

(b) **Adjustment Factor:** The cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

(c) **Amount(s) Forfeited:** That portion of a terminated Participant's Municipality Contribution Account to which such Participant is not entitled because of insufficient Service.

(d) **Authorized Agent:** The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) **Authorized Leave of Absence:** Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law. Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

(f) **Beneficiary:** Any person or entity designated or deemed designated by a Participant as provided in Section 6.11 hereof.

(g) **Break in Service:** The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code unless the Participant is on Authorized Leave of Absence. If a Participant does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

For determining the amounts to be forfeited from a Participant's account under Section 6.6, any periods of employment with the Employer during which the Participant was not considered an Employee under the Plan shall not be considered as a Break in Service that causes

a forfeiture unless the Participant was covered under a state retirement system or any other program outside the Oklahoma Municipal Retirement Fund System.

(h) **Catch-Up Contributions:** A Participant's contributions described in Section 4.8(b) herein.

(i) **Catch-Up Contribution Account:** The Account maintained for a Participant in which any Catch-Up Contributions are recorded.

(j) **City Council:** The City Council or Board of Trustees of the Employer or other duly qualified and acting governing authority of the Employer.

(k) **Code:** The Internal Revenue Code of 1986, as amended from time to time.

(l) **Committee:** The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article X hereof.

(m) **Compensation:** Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of contribution allocations under the Plan. For purposes of determining a Participant's compensation, any election by such Participant to reduce his regular cash remuneration under Code Sections 125, 401(k), 414(h), 403(b) or 457 shall be disregarded.

(1) **Limitations.** Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed \$200,000, as adjusted by the Secretary of the Treasury at the same time and in the same manner as under Section 415(d) of the Code. In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual Compensation of each employee taken into account under the Plan shall not exceed the Omnibus Budget Reconciliation Act of 1993 ("OBRA '93") annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive

12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to applicable annual compensation limit in effect for that prior determination period.

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Subsection 2.1(m), Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

(n) **Deductible Participant Contribution:** Prior to January 1, 1987, the amount a Participant may voluntarily contribute to the Plan which could not exceed the lesser of \$2,000 (or such higher limit as allowed by the Code), or 100% of Compensation, and is deductible from gross income by the Participant pursuant to the Code. No Deductible Participant Contributions may be made after January 1, 1987.

(o) **Deferred Compensation Contributions:** A Participant's contributions described in Section 4.8 herein and credited to his Participant Deferred Compensation Contribution Account.

(p) **Effective Date:** The later of: (a) the date specified in the Joinder Agreement; or (b) the first day on which the Plan has a Participant.

(q) **Employer:** A Municipality chartered, incorporated or formed under the laws of the State of Oklahoma which executes the Joinder Agreement.

(r) **Employment Commencement Date:** The first day of the first pay period during which the Participant receives wages as defined in Section 3121(a) of the Code from the Employer.

(s) **Entry Date:** The date an Employee becomes a Participant.

(t) **Forfeiture:** The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

(u) **Fund:** The fund established to provide the benefits under the Plan for the exclusive benefit of the Participants included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of the Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(v) **Investment Manager:** A person who is either (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in the Investment Advisers Act of 1940, or (iii) an insurance company qualified to perform investment management services under the laws of more than one state.

(w) Investment Options: Any of those investment options selected by the Committee in accordance with Section 5.12 hereof.

(x) Joinder Agreement: The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(y) Leased Employee: Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under section 125, section 402(e)(3), section 402(h)(1)(B) or section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(z) Limitation Year: The twelve (12) consecutive month period ending on June 30th of each year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(aa) Loan Account: A Participant's Separate Account established in the event he desires to make a loan from his applicable Account as provided in Section 6.14 herein.

(bb) Mandatory Contributions: Contributions, if elected by the Employer in the Joinder Agreement, which Participants are required to make in order to participate in the Plan.

(cc) Municipality: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipalities as a beneficiaries; (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma statutes, which has adopted the Plan and/or which has become a participant in the related trust according to the terms herein.

(dd) Municipality Contribution Account: The account maintained for a Participant in which his share of the contributions of the Employer and the Amounts Forfeited and any adjustments relating thereto are recorded.

(ee) Normal Retirement Date: The first day of the month occurring on or next following the date a Participant attains sixty-five (65) years of age.

(ff) Oklahoma Municipal Retirement Fund: The trust created in accordance with Sections 48-101 et seq., of Title 11, Oklahoma Statutes 1981, to combine pension and retirement funds in incorporated cities and towns of Oklahoma for purposes of management and investment, represented by and acting through its Board of Trustees.

(gg) Participant: Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(hh) Participant Contribution Accounts: All of the following Accounts: (i) Participant Deductible Contribution Account, (ii) Participant Deferred Compensation Contribution Account, (iii) Participant Nondeductible Contribution Account, (iv) Catch-Up Contribution Account, (v) Pick-Up Contributions Account, (vi) Participant Mandatory Contributions Account, (vii) Participant Rollover Account, and (viii) Participant Roth Contribution Account.

(ii) Participant Deductible Contribution Account: The Account maintained for a Participant in which his Deductible Participant Contributions and adjustments relating thereto are recorded.

(jj) Participant Deferred Compensation Contribution Account: The Account maintained for a Participant in which his Deferred Compensation Contributions resulting from the Participant's election under Section 4.8 of the Plan and adjustments thereto are recorded.

(kk) Participant Mandatory Contribution Account: The Account maintained for a Participant in which his Mandatory Contributions and adjustments relating thereto are recorded.

(ll) Participant Nondeductible Contribution Account: The Account maintained for a Participant in which his voluntary nondeductible contributions and adjustments relating thereto are recorded.

(mm) Participant Rollover Account: The Account maintained for a Participant in which any Rollover Contributions are recorded.

(nn) Participant **Roth** Contribution Account: The Account maintained for a Participant in which any Roth Contributions are recorded.

(oo) Participation: The period commencing as of the date an Employee became a Participant and ending on the date the final distributions of all the Account balances are made.

(pp) Period(s) of Service or Service:

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his Retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's Plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service, or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of allocation of Employer Contributions).

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of Service of a Participant shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

(qq) Pick-Up Contributions: The Employer's contributions described in Section 4.7 hereof and credited to his Pick-Up Contribution Account.

(rr) Pick-Up Contributions Account: The account maintained for a Participant in which his share of Pick-Up Contributions are recorded.

(ss) Plan: The Oklahoma Municipal Retirement Fund Master Defined Contribution Plan set forth herein, and all subsequent amendments.

(tt) Plan Administrator: The persons who administer the Plan pursuant to the provisions of Article X hereof.

(uu) Plan Year: Means the twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(vv) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined contribution retirement plan and related trust, and applying before the Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(ww) Retirement: Termination of employment upon a Participant's attaining age 65.

(xx) Roth Contributions: A Participant's contributions described in Section 4.8(c) herein and credited to his Participant Roth Contribution Account.

(yy) Total and Permanent Disability: A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents a Participant from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(zz) Trust Service Provider: The person appointed by the Trustee to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(aaa) Trustee: The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(bbb) Valuation Date: Midnight on the last work day of the calendar month and any Special Valuation Dates determined in accordance with Section 5.10.

(ccc) Valuation Period: The period of time between two successive Valuation Dates.

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "herein" shall mean and refer to the entire Plan, not to any particular provision or section.

ARTICLE III.
Eligibility and Participation

3.1 Eligibility: An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an “employee” (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an “Employee,” for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 Entry Date: The participation of an Employee eligible to become a Participant shall commence on the earliest date permitted by the Employer in the Joinder Agreement.

3.3 Re-employment of Former Participants: Subject to Section 3.4, if a Participant incurs a Break in Service and is subsequently re-employed by the Employer, the Participant shall not receive any credit for his previous Period of Service with the Employer and such Participant shall be treated in the same manner as a person who has not previously been employed by any Municipality.

3.4 Re-employment of Retired or Fully Vested Participants: If a retired or fully vested Participant is re-employed by the Employer, no distributions shall be made from the Plan during the period of such re-employment. Periods of Service prior to such Participant’s retirement or termination of service, as applicable, shall count as Periods of Service for purposes of determining such Participant’s vested interest in his Municipality Contribution Account.

ARTICLE IV.
Contributions

4.1 Contributions by Employer: The Employer shall make such contributions as set forth in the Joinder Agreement. Such contributions shall be made from the operating revenue of the current taxable year or from accumulated revenue or surplus, as appropriate. The contribution shall be determined by written action of the Employer stating the amount of such contribution, and by the payment of such stated amount to the Trustee monthly. Upon execution of the Joinder Agreement, the Employer will contribute one Dollar (\$1.00) to establish the Fund. Any Participant who received Compensation from the Employer during the Valuation Period shall share in the Employer's contribution for the Valuation Period, even if not employed on the last day of the Valuation Period.

All Participant contributions shall be transmitted monthly to the Trustee after being withheld by the Employer. The Trustee shall hold all such contributions, subject to the provisions of the Plan and Fund, and no part of these contributions shall be used for, or diverted to, any other purpose.

4.2 Required Participant Contributions: If the Employer so elects in the Joinder Agreement, Participants shall not be required to contribute to the Plan.

4.3 Mandatory Contributions: If the Employer so elects in the Joinder Agreement, a Participant shall contribute to the Plan for each Plan Year the percentage of his Compensation set forth in the Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. The Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

4.4 Voluntary Nondeductible Contributions by Participants: Subject to the limitations of Sections 5.11 and to such rules of uniform application as the Committee may adopt, each Participant who is legally domiciled in the State of Oklahoma may elect to make nondeductible contributions to the Plan. The contributions of such Participant after the Effective Date may be by payroll deduction, which the Participant shall authorize the Employer to make on written authorization forms designated by and filed with the Committee, or by cash payments by such Participant to the Trustee. The authorization to make contributions by payroll deductions shall be effective on the first day following the Committee's receipt of the payroll deduction authorization. In addition, a Participant may make Rollover Contributions notwithstanding the percentage limitations in the first sentence of this Section or the cash payment requirement of the second sentence of this Section.

4.5 Change of Rate of Voluntary Nondeductible Contributions by Participant: The Participant may change his rate of payroll deduction at any time between the minimum and maximum rates specified in Section 4.4, or he may discontinue his payroll deductions at any time. Any change of rate or discontinuance of payroll deductions shall be effective on the first payday following the receipt of written notice thereof by the Committee; provided, however, that not more than one change or discontinuance shall be made within a Plan Year unless otherwise stated by the Committee.

The Participant must furnish the Committee at the time of any Participant Contribution or payroll deduction authorization an election designating the contribution as a Mandatory Contribution, Deductible Participant Contribution, or a Voluntary Nondeductible Contribution.

4.6 Participant Contributions Nonforfeitable: Each Participant who contributes hereunder shall have a nonforfeitable vested interest in that portion of the value of his own contributions not theretofore previously withdrawn by him.

4.7 Pick-up Contributions: If the Employer elects in the Joinder Agreement, all Participants shall be required as a condition of employment to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as Compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting, determining Participant rights and Participant Compensation. [In order for the Employer to have reliance on whether the Pick-Up Contributions comply with Section 414(h)(2) of the Code, the Employer must obtain a private letter ruling from the Internal Revenue Service.]

4.8 Deferred Compensation Contributions: If the Employer elects in the Joinder Agreement and if such Employer adopted a cash or deferred feature before May 7, 1986, the following provisions shall apply:

(a) Deferred Compensation Contributions Under Code Section 401(k): A Participant, by written notice to the Plan Administrator during the time period set forth in the Joinder Agreement, may elect to make a Deferred Compensation Contribution to the Plan rather than receive Compensation to which the Participant would otherwise be entitled during the period immediately following such election.

Subject to the limitations of this Section 4.8 and Section 5.11, a Participant's Deferred Compensation Contribution may be any whole percentage of his Compensation, but in no case shall a Participant's Deferred Compensation Contribution election exceed the percentage set forth in the Joinder Agreement. Such election shall be binding until the Participant, by written notice to the Plan Administrator, modifies or discontinues his Deferred Compensation Contribution. Such modification or discontinuance shall be effective at the beginning of the Plan Year immediately following the Plan Administrator's receipt of the Participant's written notice of modification or discontinuance.

Employer contributions made pursuant to this Section 4.8 shall be credited to the Participant's Participant Deferred Compensation Account. All such Employer contributions shall be paid to the Trustee as soon as practicable following the retention of such amounts by the Employer from the Participant's Compensation.

Effective as of the first day of the first Plan Year beginning after December 31, 2001, no Participant shall be permitted to have elective deferrals of Deferred Compensation Contributions made under this Plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year, except to the extent permitted under Section 4.8(b) of this Plan. In the case of a Participant aged 50 or over by the end of the taxable year, the dollar limitation as described in the preceding sentence includes the amount of elective deferrals that can be Catch-Up Contributions.

(b) Catch-up Contributions: For Plan Years beginning after December 31, 2001, all employees who are eligible to make Deferred Compensation Contributions under this Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Catch-Up Contributions are Deferred Compensation Contributions made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or over by the end of their taxable years. An otherwise applicable Plan limit is a limit in the Plan that applies to Deferred Compensation Contributions without regard to Catch-Up Contributions, such as the limit on Annual Additions and the Code Section 402(g) limit. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such Catch-Up Contributions.

(c) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (c) will apply to Contributions beginning with the effective date specified in the adoption agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.

(2) As of the effective date under Subsection (1), the Plan will accept Roth elective deferrals made on behalf of Participants. A Participant's Roth elective deferrals will be allocated to a separate account maintained for such deferrals as described in Subsection (ii).

(3) Unless specifically stated otherwise, Roth elective deferrals will be treated as elective deferrals for all purposes under the Plan.

(ii) Separate Accounting.

(1) Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth elective deferral account maintained for each Participant.

(2) The Plan will maintain a record of the amount of Roth elective deferrals in each Participant's account.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective deferral account and the Participant's other accounts under the Plan.

(4) No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth elective deferral account.

(iii) Direct Rollovers.

(1) Notwithstanding Section 9.5, a direct rollover of a distribution from a Roth elective deferral account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in § 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(2) Notwithstanding Section 9.5, if elected by the Employer in the Joinder Agreement, the Plan will accept a rollover contribution to a Roth elective deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth elective deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth elective deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Participant's Roth elective deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the plan.

(iv) Definition.

(1) Roth Elective Deferrals. A Roth elective deferral is an elective deferral that is:

a. Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the plan; and

b. Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

ARTICLE V.
Accounting, Allocation and Valuation

5.1 Accounts: The Committee shall maintain a separate Municipality Contribution Account, Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Participant Rollover Account, Participant Deferred Compensation Contribution Account, Catch-Up Contribution Account, Pick-Up Contributions Account and Loan Account as necessary for each Participant. A separate sub-account for each such Account shall be maintained for each Investment Option offered in accordance with Section 5.12. All such Accounts shall be credited or debited as herein provided.

5.2 Eligibility for Allocation: Employer contributions together with Amounts Forfeited as of the Valuation Date shall be allocated to the Municipality Contribution Accounts of Participants.

5.3 Allocation of Contribution: The Employer contributions, together with Amounts Forfeited as of the prior Valuation Date shall be allocated in the manner elected by the Employer in the Joinder Agreement.

5.4 Allocation of Amounts Forfeited: No Amount Forfeited attributable to the contribution of one Employer adopting this Plan may be allocated for the benefit of Participants of the Plan of any other adopting Employer.

5.5 Valuation Date Adjustment: Each Account within each Investment Option of the Trust Fund shall be adjusted during the Valuation Period by decreasing its balance by the amount of any withdrawal, transfer, or forfeiture which is made from it, and by increasing its balance by the amount of any transfer, contribution, or other interim addition which is made to it. On the Valuation Date, the Account balances shall be credited with the appropriate amount of Employer Contributions and Amounts Forfeited.

5.6 Allocation of Investment Earnings and Losses: On the Valuation Date, each Account shall be allocated a proportionate share of the earnings or losses (including unrealized gains and losses) for the Valuation Period, separately for each Investment Option of the Trust Fund. The Administrator shall determine the amount of earnings and losses for the fund of each Investment Option based upon the Trustee's statements of the fair market value of the fund of each Investment Option on the Valuation Dates. On the Valuation Date the earnings and losses shall be allocated to each Account based upon the proportion that its weighted account balance bears to the total of all weighted balances. The weighted balances are calculated by first adjusting the balances as of the prior Valuation Date for transfers between Investment Options. The adjusted balances are then weighted greater with one-half of any partial distribution or partial withdrawal made from them during the Valuation Period and are weighted lesser with one-half of any rollover, or contribution made to them during the Valuation Period. This weighting allows rollovers, contributions, and partial distributions to share in the earnings and losses as if one-half of these amounts were included in the Account balances for the entire period. Total distributions of Account balances never share in the earnings or losses of the Valuation Period in which they are made.

5.7 Accounting for Participants' Contributions: Contributions by or on behalf of each Participant shall be credited to his Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Catch-Up Contribution Account or Participant Deferred Compensation Contribution Account as deposited with the Trustee.

5.8 Accounting for Statement of Account: As soon as is administratively feasible, the Committee shall present to each Participant a statement of such Participant's Accounts, at least annually, showing the balances at the beginning of the reported period, any changes during the reported period, the balances at the end of the reported period, and such other information as the Committee may determine. However, neither the maintenance of accounts, the allocations to Accounts, nor the statements of account shall operate to vest in any Participant any right or interest in or to the Fund except as the Plan specifically provides herein.

5.9 Time of Adjustment: Each adjustment required by this Article V shall be deemed to have been made at the times specified in this Article V, regardless of the dates of actual entries or receipts by the Trustee of contributions for such Plan Year.

5.10 Special Valuation Date: If the Committee determines that a substantial change in the value of any Investment Fund has occurred since the last Valuation Date, the Committee may, prior to the next Valuation Date, establish one or more Special Valuation Dates and determine the adjustment required to make the total net credit balance in the Accounts of the then Participants equal to the then market value of the total assets of the Fund. Such adjustments shall be made consistent with the procedure specified in section 5.5. Having determined such adjustment, all distributions which are to be made as of or after such special Valuation Date, but prior to the next succeeding Valuation Date or Special Valuation Date, shall be made as if the net credit balances in all Accounts had actually been credited or debited to reflect the adjustment provided by this Section.

5.11 Maximum Annual Additions: This Section shall be effective as of the first day of the first Plan Year beginning after December 31, 2001 unless otherwise stated. Except to the extent permitted under Section 4.8(b) of this Plan and Section 414(v) of the Code, if applicable, the Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any limitation year shall not exceed the lesser of:

(a) \$40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or

(b) 100% of the Participant's Compensation, within the meaning of Section 2.1(m) of the Plan and Section 415(c)(3) of the Code, for the limitation year.

The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

When such Annual Additions, if made, would exceed the limitation, and such excess annual additions were the result from contributions based on estimated annual compensation, the allocation of forfeitures, or a reasonable error in determining the amount of elective deferrals

under Code Section 402(g)(3), such excess shall be reduced, to the extent possible, by withdrawal by the Participant of voluntary nondeductible contributions and the earnings attributable thereto. If any excess amount remains after the return of the Participant's voluntary nondeductible contributions, such excess shall be reallocated to eligible Participants as an Amount Forfeited for the Plan Year, provided that if any excess remains after such reallocation or reallocations because of the limitation provided herein, such excess shall be held in a separate Account and shall be allocated as an Amount Forfeited in the first Valuation Period the following Plan Year(s) if such allocation would not exceed the limitation provided herein. If the Participant participates in more than one defined contribution plan of the Employer and Annual Additions under all such plans exceed the maximum indicated above, such excess amounts shall be reduced first under this Plan and then to the extent necessary, from the other defined contribution plans.

For purposes of this Section 5.11, "Annual Additions" means the sum credited to a Participant's Accounts for any limitation year of (1) Employer contributions, (2) Participant contributions, (3) forfeitures, (4) amounts allocated, after March 31, 1984, to an individual medical account, as defined in Code section 415(1)(2) which is part of a pension or annuity plan maintained by the Employer and (5) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code Section 419A(d)(3)) under a welfare benefit plan (as defined in Code Section 419(e)) maintained by the Employer. Except, however, the "415 Compensation" percentage limitation referred to in Subsection (b) above shall not apply to (1) any contribution for medical benefits (within the meaning of Code Section 419A(f)(2)) after separation from service which is otherwise treated as an annual addition, or (2) any amount otherwise treated as an annual addition under Code section 415(1)(1).

5.12 Investment Options:

(a) Self-Directed: If the Employer elects in the Joinder Agreement, each Participant in the Plan is hereby given the specific authority to direct the investment of all or any portion of his Accounts in one or more Investment Options provided under this Plan in accordance with the procedures established by the Committee. If a Participant does not designate an Investment Option for his Accounts, his Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees. For purposes of this Section, the Participants shall be exercising full investment control, discretion, authority and fiduciary responsibility as provided in this Plan of the investments in such Participants' applicable Accounts.

(b) Non-Self-Directed: If the Employer does not elect in the Joinder Agreement to allow self-directed investments, all Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees.

ARTICLE VI.
Benefits

6.1 Retirement or Disability: If a Participant's employment with the Employer is terminated when he attains age sixty-five (65), or if a Participant's employment is terminated at an earlier age as the result of a Total and Permanent Disability, he shall be entitled to receive the entire amount of his Municipality Contribution Account.

6.2 Deferred Retirement: If a Participant, with the consent of the Employer, shall continue in active employment following his Normal Retirement Date, he shall continue to participate under the Plan. Upon actual retirement, such Participant shall be entitled to receive the entire amount of his Municipality Contribution Account as of his actual retirement date.

6.3 Death of a Participant: Upon the death of a Participant, his Beneficiary shall be entitled to receive the entire amount of his Municipality Contribution Account and Participant Contribution Accounts as of the date of his death.

6.4 Termination for Other Reasons - Vested Percentage: If a Participant's employment with the Employer is terminated before his Normal Retirement Date for any reason other than Total and Permanent Disability or death, except as provided in Section 6.12 hereof, he shall be entitled to an amount equal to the vested percentage of his Municipality Contribution Account. Such vested percentage shall be determined as of the date of termination in accordance with the election of the Employer in the Joinder Agreement.

6.5 Initial Distribution Date: The date of initial distribution ("Initial Distribution Date") of a Participant whose employment is terminated shall be the first day of the month next following his termination of employment and he shall be entitled to the vested percentage of his Accounts on such Initial Distribution Date payable in accordance with the provisions of Section 6.10. The portion of the Employer's contribution, the Amounts Forfeited or the periodic adjustment which is allocated to a Participant terminated for the reasons specified in this Section 6.5 after such Initial Distribution Date shall be payable in accordance with the method utilized under Section 6.10 as soon as practicable.

6.6 Determination of Amounts Forfeited: Upon a distribution pursuant to Section 6.4 or if the Participant incurs a Break in Service, the forfeited percentage of a Participant's Municipality Contribution Account, if any, shall be deducted from the Participant's Account. Such Amounts Forfeited shall become available for allocation in accordance with Item 8 of the Joinder Agreement as of the end of the calendar quarter following the Valuation Period in which the terminated Participant forfeited such amounts.

6.7 Participant Contribution Accounts: A Participant shall be fully vested in his Participant Contribution Accounts at all times. A Participant's Contribution Account balances shall be paid to him in connection with the distribution to him of the vested portion of his Municipality Contribution Account on or after his Initial Distribution Date. Such distributions shall be made in accordance with Section 6.10 and Section 6.8.

6.8 Withdrawals From Participant's Contribution Accounts: In accordance with the provisions hereof, a Participant may withdraw all or any part of his Participant Contribution

accounts by filing a written application with the Administrator. Such withdrawal shall be effective no sooner than thirty (30) but not later than ninety (90) days after such written application is filed with the Plan Administrator. A Participant who withdraws all or part of his Participant Contribution Account balances shall not forfeit his proportionate share of net income, gains and profits, if any, for the Valuation Periods previously allocated to his Participant Contribution Accounts, nor any portion of his Municipality Contribution Account but the Participant's Contribution Accounts shall not share (to the extent of any withdrawals) in any net income for the Valuation Period in which the withdrawal occurs.

(a) Participant Deductible Contribution Account: If allowed in the Joinder Agreement, a Participant may withdraw all or any part of his Participant Deductible Contribution Account (but not to exceed the amount in his Participant Deductible Contribution Account at the time of withdrawal) by filing a written application with the Plan Administrator. Such withdrawal may be made no more often than once a year. If at the time of the withdrawal the Participant has not attained age 59½ or is not Totally and Permanently Disabled, the Participant will be subject to a federal income tax penalty unless such withdrawal is rolled over to a qualified plan or individual retirement account within sixty (60) days of the date of distribution.

(b) Participant Nondeductible Contribution Account: A Participant may withdraw all or any part of his Participant Nondeductible Contribution Account by filing a written application with the Plan Administrator.

(c) Participant Deferred Compensation Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Deferred Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Total and Permanent Disability, or separation from service. The above distribution requirements shall be strictly interpreted by the Plan Administrator to conform with the requirements of Section 401(k) of the Code and future amendments or Internal Revenue Service interpretations thereof. If a Participant is allowed to withdraw from his Participant Deferred Compensation Contribution Account, the provisions of this Section 6.8 shall apply to such withdrawals.

6.9 Withdrawals from Participant's Mandatory Contribution Account: A Participant may not withdraw any portion of his Participant Mandatory Contribution Account prior to the termination of his employment. Such account balances will be paid at the same time and in the same manner as such Participant's Municipality Contribution Account.

6.10 Methods of Distribution: On and after each Participant's Initial Distribution Date, after all adjustments to his Accounts required as of such date shall have been made, distribution of his share shall be made to or for the benefit of the Participant or, in case of his death, to or for the benefit of his Beneficiary, by one of the following methods, as determined by the Committee:

(a) a lump sum distribution;

(b) an installment distribution consisting of approximately equal installments for a term not exceeding ten (10) years;

(c) an installment distribution consisting of approximately equal installments for a term not extending beyond the joint life expectancy (as calculated in accordance with Income Tax Regulation section 1.72-9) on the Initial Distribution Date of the Participant and his spouse; or

(d) periodic distributions as designated by the Participant or Beneficiary.

Commencement of payments under the method of distribution selected shall be as of the initial Distribution Date of the Participant, provided that for administrative convenience, such commencement may be delayed as reasonably necessary but in no event for more than sixty (60) days after a reasonable time for all administrative calculations, allocations and accounting operations necessary to determine the amount of the distribution. The Committee, in its sole discretion, may accelerate the payment of any unpaid installments. If a former Participant receiving installment payments dies prior to the receipt by him of the full amount to be paid to him from his Participant Accounts, the remaining installments shall be paid to his Beneficiary. Under no circumstance may a method of payment be elected that would be expected to cause more than fifty percent (50%) of the present value of any series of payments to go to a person other than the Participant.

6.11 Designation of Beneficiary: Each Participant shall designate his Beneficiary on a form provided by the Committee and such designation may include primary and contingent Beneficiaries. If Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation. The designation may be changed at any time by filing a new form with the Committee. In the absence of such written designation, the surviving spouse, if any, of the Participant shall be deemed to be the designated Beneficiary, and otherwise the estate of such Participant. In all events, the date of determination of a Participant's Beneficiary shall be the date of death of a Participant. Production of a certified copy of the death certificate of any Participant or other persons shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon.

6.12 Loss of Benefits for Cause: In the event a Participant is discharged because of embezzlement, fraud, dishonesty, or misappropriation of the Employer's property, and the reasons for such discharge are confirmed by resolution of the City Council after such Participant is afforded an opportunity to be heard, neither he, nor his Beneficiary, shall be entitled to receive any benefit hereunder, other than his Participant Contribution Accounts and Participant Rollover Account, as of the date of his discharge, regardless of his age and service on the date of his discharge. Likewise, such benefits to which any retired Participant or his Beneficiary, or the Beneficiary of a deceased Participant would otherwise be entitled under this Plan, shall be forfeited upon discovery, even after termination of employment or death, of any such embezzlement, fraud, dishonesty, or misappropriation of the Employer's property, by the Participant against the Employer.

6.13 Payments Under a Qualified Domestic Relations Order:

(a) The Municipality shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an "Alternate Payee" rights in the benefit of the Participant.

(b) The term “Qualified Domestic Relations Order” means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

- 1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;
- 2) the amount or percentage of the Participant’s benefits to be paid by the Plan to the Alternate Payee;
- 3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,
- 4) each plan to which such order applies.

(f) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

- 1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;
- 2) does not require the Plan to provide increased benefits; and,
- 3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(g) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date of the related member.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a

certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(k) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(l) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

6.14 Loans to Participants:

(a) General: The Committee, in its sole discretion, may direct Trustees to make loans to Participants upon the written direction and application of the Participant who desires to effect such loan, up to 50% of the vested balance of a Participant's Accounts. All such loans (i) shall not be made available to Highly Compensated Employees (as defined in Section 414(q) of the Code) in an amount greater than the amount made available to other Employees, (ii) shall be available to all Participants on a nondiscriminatory basis, (iii) shall be made available in an amount equal to the lesser of 50% of the borrowing Participant's vested Benefit in his Account or \$50,000, (iv) shall bear a reasonable rate of interest which will be established by the Committee, (v) shall be secured by the borrowing Participant's Benefit account balance attributable to his Account, (vi) shall be amortized and repaid in level payments of principal and interest made not less frequently than monthly over the term of the loan, (vii) shall be repaid by payroll reduction while the Participant is employed; (viii) shall accelerate and be due in full on the date a Participant terminates employment with the Employer; (ix) shall not be less than \$1,000 in amount each; and (x) shall be made upon such other reasonable terms which the Committee shall designate, such terms being applied in a nondiscriminatory fashion; provided, in no event shall any loan have a term in excess of five years. There shall not be more than one loan outstanding at any time with respect to a Participant. No Participant who has borrowed from the Plan may make another loan until the previous loan has been fully repaid. Outstanding loans are not subject to refinancing by a new loan. Upon direction by the Committee, and subject to Subsection (c) below, the Trustees may foreclose upon such Participant's interest in his Account in the event of default. A loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan and other plans sponsored by the Employer, cannot exceed \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan (and all other plans sponsored by the Employer) during the one-year period ending on the day before the date the loan is made over the outstanding balance of the loans from

the Plan on the date the loan is made. No distribution of a Benefit shall be made to any Participant, Beneficiary or the estate of a Participant unless and until all unpaid loans made by the Plan to such Participant together with accrued interest have been paid in full. In determining if any of the foregoing limitations regarding the making of loans to Participants, loans made under all other plans (i) sponsored by the Employer and (ii) qualified under Sections 401(a) and 501(a) of the Code will be considered. All costs and expenses of any loan will be charged to the applicable Accounts of the Participant.

(b) Establishment of Loan Account: At such time as it is determined that a Participant is to receive a loan from the Plan, the loan shall be made from the Participant's applicable Account in the order and precedence indicated hereafter and such amount shall be deemed to be credited to the Participant's Loan Account with a corresponding debit to occur to his Account as of the first day of the month in which such loan occurs: (i) first, an Account holding Employer contributions, including "rollover contributions" (other than Deferred Compensation Contributions, if applicable); (ii) second, an Account holding Deferred Compensation Contributions, if applicable; and (iii) third, an Account holding contributions picked up and assumed by the Employer pursuant to Section 4.7 of this Plan. All interest payments to be made pursuant to the terms and provisions of the loan shall be credited to the applicable Account in such a manner so that the Loan Account will reflect unpaid principal and interest from time to time. The earnings attributable to the Loan Account shall be allocable only to the Loan Account of such Participant and shall not be considered as general earnings of the Trust Fund to be allocated to the other Participants therein as provided herein. Other than for the limited purposes of establishing a separate account for the allocation of the interest thereto, a Participant's Loan Account shall, for all other purposes, be considered as part of his applicable Account.

(c) Foreclosure of Loan Account: The Trustees may foreclose upon such Participant's interest in his Account in the event of default under the loan made to the Participant under this Section.

(d) Special Restrictions on Foreclosure: In the event of default under a loan made under this Section, foreclosure under the promissory note evidencing such loan and attachment of the Participant's interest in his applicable Accounts shall occur within a reasonable time following the event of default; provided, with respect to any portion of a loan secured by amounts governed under Section 401(k) of the Code, if applicable, foreclosure on such 401(k) amounts shall not occur until the occurrence of an event described under Section 401(k) of the Code which would otherwise permit a distribution to be made from the Plan.

(e) Establishment of Loan Program: The Trustees are hereby authorized and directed to establish a "loan program" (the "Loan Program") and the Trustees are further authorized to delegate to the Committee the duties and responsibilities with regard to the implementation of the Loan Program as adopted by the Trustees for and on behalf of the Plan. The Loan Program shall be considered to be a part of this Plan for the purposes stated in the Loan Program.

(f) **Loan Account:** The words “Loan Account” shall mean a Participant’s separate Account established in the event he desires to make a loan from his applicable Account as provided in this Section 6.14.

6.15 **Required Minimum Distributions:** The provisions of this Section 6.15 will apply for purposes of determining Required Minimum Distributions for distribution calendar years beginning with the 2003 calendar year, as well as Required Minimum Distributions for the 2002 Distribution Calendar Years that are made on or after August 1, 2002. The requirements of this Section will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) **Coordination with Minimum Distribution Requirements Previously in Effect:** If this Section specifies an effective date that is earlier than calendar years beginning with the 2003 calendar year, Required Minimum Distributions for 2002 under this Section will be determined as follows. If the total amount of 2002 Required Minimum Distributions under the Plan made to the distributee prior to the effective date of this Section equals or exceeds the Required Minimum Distributions determined under this Section, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 Required Minimum Distributions under the Plan made to the distributee prior to the effective date of this Section is less than the amount determined under this Section, then Required Minimum Distributions for 2002 on and after such date will be determined so that the total amount of Required Minimum Distributions for 2002 made to the distributee will be the amount determined under this Section.

(b) **Time and Manner of Distribution:**

(i) **Required Beginning Date.** The Participant’s entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant’s Required Beginning Date. For purposes of this Section, the “Required Beginning Date” of a Participant is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires.

(ii) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant’s entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant’s surviving spouse is the Participant’s sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (ii), other than Subsection (ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (iv), unless Subsection (ii)(4) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c) and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Required Minimum Distributions During Participant's Lifetime:

(i) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death:

(i) **Death On or After Date Distributions Begin.**

(1) **Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

a. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

b. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

c. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) **No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) **Death Before Date Distributions Begin.**

(1) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (i).

(2) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), this Section 6.15 will apply as if the surviving spouse were the Participant.

(e) Definitions:

(i) **Designated Beneficiary.** The individual who is designated as the Beneficiary under Section 6.11 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) **Distribution Calendar Year.** A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution Calendar Year is the calendar year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) **Life Expectancy.** Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Participant's Account Balance.** The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

6.16 Withdrawals from Participant Rollover Account: A Participant may request and receive a distribution from his Participant Rollover Account at any time, even if he or she has not terminated employment, unless the rollover was from a defined benefit retirement plan sponsored by the Employer.

ARTICLE VII.
Notices

7.1 Notice to Oklahoma Municipal Retirement Fund: As soon as practicable after a Participant ceases to be in the employ of the Employer, the Committee shall give written notice to the Oklahoma Municipal Retirement Fund. The notice shall include such of the following information and directions as are necessary or advisable under circumstances:

- (a) name and address of the Participant;
- (b) reason he ceased to be in the Employer's employ;
- (c) name and address of the Beneficiary or Beneficiaries in case of Participant's death;
- (d) percentage or amount to which such Participant is entitled in case of termination of employment;
- (e) time, manner and amount of payments to be made to such Participant; and
- (f) information required to complete the Trustee's Withholding Election Form.

As soon as practicable after the Committee learns of the death of a Participant, it shall give like notice to the Oklahoma Municipal Retirement Fund.

7.2 Subsequent Notices: At any time and from time to time after giving the notice as provided for in Section 7.1, the Committee may modify such original notice or any subsequent notice by means of a further written notice or notices to the Oklahoma Municipal Retirement Fund, but any action taken or payments made by the Oklahoma Municipal Retirement Fund pursuant to a prior notice shall not be affected by a subsequent notice.

7.3 Copy of Notice: A copy of each notice provided for in Sections 7.1 and 7.2 shall be mailed by the Committee to the Participant or to each Beneficiary involved, as the case may be, but if, for any reason, such copy is not sent or received, that fact shall not affect the validity of any notice to the Oklahoma Municipal Retirement Fund nor the validity of any action taken or payment made pursuant thereto.

7.4 Reliance Upon Notice: Upon receipt of any notice as provided in this Article VII, the Oklahoma Municipal Retirement Fund shall promptly take whatever action and make whatever payments are called for therein, it being intended that the Oklahoma Municipal Retirement Fund may rely upon the information and directions in such notice absolutely and without question. However, the Oklahoma Municipal Retirement Fund may call to the attention of the Committee any error or oversight which the Oklahoma Municipal Retirement Fund believes to exist in any notice.

ARTICLE VIII.
Amendment and Termination

8.1 Termination of Plan: The Employer may at any time, effective as specified, terminate the Plan and may direct and require the Oklahoma Municipal Retirement Fund to liquidate the Fund. In the event the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated. In the event of the termination, partial termination, or complete discontinuance of contributions hereunder, the Account balances of each Participant will become nonforfeitable.

8.2 Suspension and Discontinuance of Contributions: If the governing body of the Employer decides it is impossible or inadvisable to continue to make contributions to the Plan, it shall have the power by appropriate resolution or decision to:

- (a) suspend contributions to the Plan;
- (b) discontinue contributions to the Plan; or
- (c) terminate the Plan.

Suspension shall be a temporary cessation of contributions and shall not constitute or require a termination of the Plan. A discontinuance of contributions shall not constitute a formal termination of the Plan and shall not preclude later contributions but all Municipality Contribution Accounts not theretofore fully vested shall become fully vested in the respective Participants notwithstanding the provisions of Section 6.4. In such event, Employees who become eligible to enter the Plan subsequent to the discontinuance shall receive no benefits. After the date of a discontinuance of contributions, the Trust shall remain in existence as provided in this Section 8.2 and the provisions of the Plan and Trust shall remain in force. A certified copy of such decision or resolution shall be delivered to the Oklahoma Municipal Retirement Fund, and as soon as possible thereafter the Oklahoma Municipal Retirement Fund shall send or deliver to each Participant or Beneficiary concerned a copy thereof.

8.3 Liquidation of Trust Fund: Upon a complete termination or upon a partial termination of the Plan, unless the Employer's successor shall elect to continue the Plan, the Accounts of all Participants and Beneficiaries shall thereupon be and become fully vested. Upon a complete termination, the Oklahoma Municipal Retirement Fund shall convert the proportionate interest of such Participants and Beneficiaries in the Trust Fund to cash and, after deducting all charges and expenses, the Oklahoma Municipal Retirement Fund shall adjust the balances of such Accounts as provided in Section 5.5 treating the termination date as the current Valuation Date.

Thereafter, the Oklahoma Municipal Retirement Fund shall distribute as soon as administratively feasible the amount to the credit of each such Participant and Beneficiary as the Committee shall direct.

8.4 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate

Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

8.5 Authority of Volume Submitter Practitioner to Amend for Adopting Employers: The effective date of this Section is the date of the IRS advisory letter. The Volume Submitter Practitioner (the "Practitioner") will amend the Plan on behalf of all adopting employers, including those employers who have adopted the Plan prior to this amended and restated Plan, for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause the Plan to be individually designed, and for corrections of prior approved plans. These amendments will be applied to all employers who have adopted the Plan.

The Practitioner will no longer have the authority to amend the plan on behalf of any adopting employer as of either: (1) the date the Internal Revenue Service requires the employer to file Form 5300 as an individually designed plan as a result of an employer amendment to the Plan to incorporate a type of plan not allowable in the Volume Submitter program, as described in Rev. Proc. 2005-16, or (2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments. If the Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the adopting employer is conditioned on the Plan receiving a favorable determination letter.

The Practitioner will maintain, or have maintained on its behalf, a record of the employers that have adopted the Plan, and the Practitioner will make reasonable and diligent efforts to ensure that adopting employers have actually received and are aware of all Plan amendments and that such employers adopt new documents when necessary. This Section supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this Section.

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

(a) To Another Category with This Employer: If a Participant is employed by the Employer and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease and his Account balance shall remain in the Fund and will continue to accrue interest but he will not continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan.

(b) To Another Municipality: If a Participant's employment by the Employer is terminated by virtue of his transfer to employment with another Municipality, his membership in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder, to-wit:

(i) if he is eligible for a distribution under this Plan as of the date of such employment transfer, such transfer shall be treated as his termination of employment and thereupon he shall be entitled to his distribution; or

(ii) if he is not eligible for a distribution under this Plan as of the date of such employment transfer, and he is, immediately upon such transfer of employment, covered by the retirement system under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Account balance shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan.

9.2 Transfers to This Plan:

(a) From Another Category with This Employer: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his vesting credit for benefits hereunder.

(b) From Another Municipality: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his vesting credit for benefits hereunder, and he shall also be subject to all the other provisions of this Plan. A Participant's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date which his credited Service from the other Municipality began was his date of employment with this Employer.

(c) Previously Fully Vested With Another Municipality: With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of

determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

9.3 Notice of Transfers: Immediately after any transfer of employment referred to in Sections 9.1 or 9.2, the transferred Participant shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Participant shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Trust Service Provider and the Committee.

9.4 Transfer from Other Qualified Plans: The Employer may cause to be transferred to the Oklahoma Municipal Retirement Fund all or any of the assets held in respect to any plan or trust which satisfied the applicable requirements of the Code relating to qualified plans and trusts, which is maintained by the Employer for the benefit of its Employees. Any such assets so transferred shall be accompanied by written instructions from the Employer, or the trustee or custodian or the individual holding such assets, setting forth the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and the current value of the assets attributable thereto. Upon receipt of such assets and instructions the Oklahoma Municipal Retirement Fund shall thereafter proceed in accordance with the provisions of the Fund.

9.5 Rollover Contributions: A Participant who is or was entitled to receive an eligible rollover distribution, as defined in Code Section 402(c)(4) and Treasury Regulations issued thereunder, from a qualified plan described in Section 401(a) or 403(a) of the Code (including after-tax employee contributions), an annuity contract described in Section 403(b) of the Code (including after-tax employee contributions, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account may elect to contribute all or any portion of such distribution to the Trust directly from such qualified plan, annuity contract or eligible plan, or within 60 days of receipt of such distribution to the Participant. Rollover Contributions shall only be made in the form of cash, or, if and to the extent permitted by the Employer with the consent of the Trustee, promissory notes evidencing a plan loan to the Participant; provided, however, that Rollover Contributions shall only be permitted in the form of promissory notes if the Plan otherwise provides for loans.

The Committee shall develop such procedures and require such information from Participants as it deems necessary to ensure that amounts contributed under this Section 9.5 meet the requirements for tax-deferred rollovers established by this Section 9.5 and by Code Section 402(c). No Rollover Contributions may be made to the Plan until approved by the Committee.

If a Rollover Contribution made under this Section 9.5 is later determined by the Administrator not to have met the requirements of this Section 9.5 or of the Code or Treasury regulations, then, within a reasonable time after such determination is made, the amounts then held in the Trust attributable to such Rollover Contribution shall be distributed to the Employee.

A Participant's Rollover Contributions Account shall be subject to the terms of the Plan except as otherwise provided in this Section 9.5.

Notwithstanding any other provision of this Section 9.5, the Employer may direct the Trustee not to accept Rollover contributions.

9.6 **Transfer to Other Qualified Plans:** The Employer, by written direction to the Oklahoma Municipal Retirement Fund, may transfer some or all of the assets held under the Fund to another plan or trust meeting the requirements of the Code relating to qualified plans and trusts. In the case of any merger or consolidation with, or transfer of assets and liabilities to, any other plan, provisions shall be made so that each Participant in the Plan on the date thereof (if the Plan then terminated) would receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately prior to the merger, consolidation or transfer (if the Plan had then terminated).

9.7 **Rollover to Another Plan or IRA:** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(a) **Definitions.** For purposes of this Section 9.7, the following definitions shall apply:

(i) **"Eligible Rollover Distribution":** An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer Stock); and any distributions attributable to a hardship. With respect to distributions made after December 31, 2001, for purposes of the direct rollover provisions in Section 9.7 of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) **"Eligible Retirement Plan":** An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement

account or individual retirement annuity. With respect to distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

(iii) “Distributee”: A “Distributee” includes a Participant or former Participant. In addition, the Participant’s spouse or former Participant’s surviving spouse and the Participant’s or former Participant’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) “Direct Rollover”: A “Direct Rollover” is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

9.8 Requirements for Rollover by Individuals: An Employee (whether or not a Participant under this Plan), who, as a result of a termination of another plan qualified under Section 401(a) of the Code, a termination of employment, disability or attainment of age 59½ years, has had distributed to him his entire interest in a plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the “Other Plan”) may, in accordance with procedures approved by the Committee, transfer all or any part of the distribution received from the Other Plan to the Trustees under this Plan, provided the following conditions are met:

(a) the transfer occurs on or before the 60th day following his receipt of the distribution from the Other Plan, or, if such distribution had previously been deposited in an individual retirement account (as defined in Section 408 of the Code), the transfer occurs on or before the 60th day following his receipt of such distribution, plus earnings thereon from such individual retirement account;

(b) the distribution from the Other Plan qualifies as a lump sum distribution within the meaning of Subsection 402(e)(4)(A) of the Code or is a result of a termination of another plan qualified under Section 401(a) of the Code; and

(c) the amount transferred shall not exceed the distribution he received from the Other Plan, less the amount, if any, considered contributed by him in accordance with Subsection 402(e)(4)(D)(i) of the Code, plus earnings thereon during the period, if any, in which the amount was held in an individual retirement account.

9.9 Transfers From Another Qualified Plan:

(a) With respect to an Employee (whether or not a Participant under this Plan), who has an undistributed account balance in another plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the “Other Plan”), the Committee may, in its sole discretion, approve a direct transfer of such account balance from the Other Plan to the Trustees under this Plan.

(b) If the Plan receives a direct transfer (by merger or otherwise) of elective contributions (or amounts treated as elective contributions) under a plan with a Section 401(k) arrangement, the distribution restrictions of Sections 401(k)(2) and (10) of the Code continue to apply to those transferred elective contributions.

9.10 Procedures: With respect to transfers under either Section 9.8 or 9.9 herein, the Committee shall develop such procedures, and may require such information from an Employee or the fiduciaries of the Other Plan desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet requirements of this Article and the law. Upon approval by the Committee, the amount transferred shall be deposited in the Trust Fund and shall be credited to a Rollover Account established in the Employee's name. Such Account shall be 100% vested in and nonforfeitable by the Employee, shall share in increases and decreases thereon determined in accordance with the Plan, but shall not share in Employer Contributions or Forfeitures. Upon termination of employment, the total amount of Employee's Participant Rollover Account shall be distributed as part of his Benefit.

ARTICLE X.
Administration

10.1 Administration: The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) Committee: The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, the Fund, and the Oklahoma Municipal Retirement Fund, including but not limited to, the duties set forth below in Subsection 10.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 10.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cause the ballot for the election of Trustees of the Oklahoma Municipal Retirement Fund;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) to decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(11) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise;

(12) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan; and

(13) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent, or is requested by the Administrator;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Employees or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Benefit under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules,

regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund) in matters pertaining to the Plan, the Fund and the Oklahoma Municipal Retirement Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Oklahoma Municipal Retirement Fund for management and investment;

(2) to forward any communications directed to Participants and beneficiaries by the Trustees, the Trust Service Provider or the Oklahoma Municipal Retirement Fund;

(3) to lend assistance to Participants and beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund and to forward such communications to the addressees;

(4) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and

(6) to file at the direction of the Committee a petition or nomination, and cast a ballot for election of Trustees of the Oklahoma Municipal Retirement Fund.

(c) Plan Counselor: The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

10.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and Fund, shall be required of any persons or organizations unless required by law, or

unless required by the Trust Indenture establishing The Oklahoma Municipal Retirement Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Oklahoma Municipal Retirement Fund as to its members, agents, employees, Municipal Retirement Fund, or as expenses of the Employer as to the administration of the Plan. Any agents, officials or Employees of the Employer engaged in the administration of the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

10.3 Benefit Payments: All benefits which are to be paid pursuant to the provisions of the Plan, shall be paid under the direction of the Committee out of the applicable portion of the Oklahoma Municipal Retirement Fund, upon written directions of the Committee acting through the Authorized Agent.

10.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Employee contributions) can be forfeited pursuant to Section 5.4 herein.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim; provided, the amount reinstated shall, in any event, be equal to the amount of the forfeited benefit unadjusted by any increases or decreases under Section 5.6 herein occurring after such forfeitures were allocated. Reinstated Forfeitures shall be satisfied from the following sources in the priority indicated: (i) unallocated Forfeitures, (ii) unallocated Fund increases, or (iii) Employer contributions which the Employer shall make if necessary to satisfy such reinstatement. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

10.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made, at the discretion of the Committee, (i) to a parent, spouse, relative by blood or marriage, or (ii) the legal representative of the said person. The

Committee shall not be required to see to the application of any such payment, and the payee's receipt shall be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

ARTICLE XI.

General

11.1 Not Contract Between Employer and Participant: Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

11.2 Payment of Fees: The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

11.3 Governing Law: The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

11.4 Counterpart Execution: This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

11.5 Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

11.6 Spendthrift Provisions: Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other support of a spouse or former spouse, or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. The preceding provisions shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, and does not preclude the Oklahoma Municipal Retirement Fund from complying with a court order requiring deduction from the benefits of a Participant in pay status for alimony and support payments.

11.7 Maximum Duration: Nothing herein shall be construed to suspend the power of alienation or prevent the vesting of the interest of any person in the Plan for a longer period than the duration of the lives of the designated Beneficiaries of a particular interest therein in being at the time such designation becomes irrevocable, plus twenty-one (21) years; if any provisions

shall be held to violate a rule or law against restraints on alienation or remote vesting, the Plan shall not be vitiated thereby, but the Plan, or the portion of the Plan thus affected, shall immediately be distributed to those entitled as their interest shall then appear.

11.8 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

11.9 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund. In addition, the Plan or Trustees shall be authorized to charge to a Participant's Account any direct expenses it incurs in connection with such Account, which shall include by example, and not by limitation, expenses resulting from a Participant's QDRO, bankruptcy or default on a Plan loan, and expenses incurred in attempting to locate a Participant. Trustees shall have the power under this Section in their sole discretion to determine the items and amounts thereof which should equitably and reasonably be charged to a particular Account. If such charges exceed the balance in a Participant's Accounts, the excess shall be charged to the general Trust Fund.

11.10 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan.

11.11 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 11.11, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

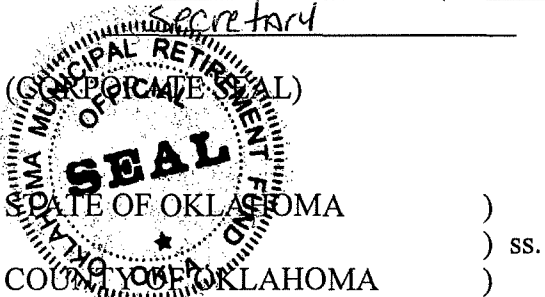
IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 27th day of April, 2012.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By *George Wilkinson*

ATTEST:

By *Burke Ann Young*
Secretary



BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 27th day of April, 2012, personally appeared George Wilkinson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

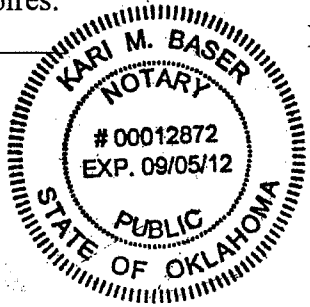
GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

Kari M. Baser
Notary Public

My Commission Expires: 09/05/2012

My Commission No.: 00012872

(NOTARY SEAL)



**ADDENDUM NUMBER ONE TO
OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

AMENDMENT FOR THE FINAL CODE SECTION 415 REGULATIONS

**ARTICLE I.
PREAMBLE**

1.1 **Effective date of Amendment.** This Amendment is adopted to reflect certain provisions of the final Code Section Regulations. This Amendment is effective for limitation years and plan years that begin more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, except as otherwise provided herein.

1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

1.4 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates the final Code §415 Regulation provisions).

**ARTICLE II.
FINAL SECTION 415 REGULATIONS**

2.1 **Effective date.** The provisions of this Article II shall apply to limitation years that begin more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on and after July 1, 2007.

2.2 **Actual Compensation paid after severance from employment.** Actual Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in subsections (a) and (b) below may only be included in Actual Compensation to the extent such amounts are paid by the later of 2½ months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Actual Compensation within the meaning of Code § 415(c)(3), even if payment is made within the time period specified above.

(a) **Regular pay.** Actual Compensation shall include regular pay after severance of employment if:

(1) The payment is regular compensation for services during the participant's regular working hours, or compensation for services outside the participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the participant prior to a severance from employment if the participant had continued in employment with the Employer.

(b) **Leave cashouts and deferred compensation.** Leave cashouts shall not be included in Actual Compensation. Further, deferred compensation shall not be included in Actual Compensation.

- (c) **Salary continuation payments for military service participants.** Actual Compensation does not include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code § 414(u)(1)).
- (d) **Salary continuation payments for disabled Participants.** Actual Compensation does not include compensation paid to a participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

2.3 **Administrative delay (“the first few weeks”) rule.** Actual Compensation for a limitation year shall not include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates.

2.4 **Inclusion of certain nonqualified deferred compensation amounts.** If the Plan’s definition of Compensation for purposes of Code § 415 is the definition in Regulation Section 1.415(c)-2(b) (Regulation Section 1.415-2(d)(2) under the Regulations in effect for limitation years beginning prior to July 1, 2007) and the simplified compensation definition of Regulation 1.415(c)-2(d)(2) (Regulation Section 1.415-2(d)(10) under the Regulations in effect for limitation years prior to July 1, 2007) is not used, then Actual Compensation shall include amounts that are includible in the gross income of a Participant under the rules of Code § 409A or Code § 457(f)(1)(A) or because the amounts are constructively received by the Participant.

2.5 **Definition of annual additions.** The Plan’s definition of “annual additions” is modified as follows:

- (a) **Restorative payments.** Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the plan’s losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.
- (b) **Other Amounts.** Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) Rollover contributions (as described in Code §§ 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) Repayments of loans made to a participant from the Plan; and (4) Repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code § 414(d)) as described in Code § 415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.
- (c) **Date of tax-exempt Employer contributions.** Notwithstanding anything in the Plan to the contrary, Employer contributions are treated as credited to a participant’s account for a particular limitation year only if the contributions are actually made to the plan no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular limitation year ends.

2.6 **Change of limitation year.** The limitation year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan’s limitation year, then the Plan is treated as if the Plan had been amended to change its limitation year.

2.7 **Excess Annual Additions.** Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations.

2.8 **Aggregation and Disaggregation of Plans.**

(a) For purposes of applying the limitations of Code § 415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the Employer (or a “predecessor Employer”) under which the participant receives annual additions are treated as one defined contribution plan. The “Employer” means the Employer that adopts this Plan and all members of a controlled group or an affiliated service group that includes the Employer (within the meaning of Code §§ 414(b), (c), (m) or (o)), except that for purposes of this Section, the determination shall be made by applying Code § 415(h), and shall take into account tax-exempt organizations under Regulation Section 1.414(c)-5, as modified by Regulation Section 1.415(a)-1(f)(1). For purposes of this Section:

(1) A former employer is a “predecessor employer” with respect to a participant in a plan maintained by an employer if the employer maintains a plan under which the participant had accrued a benefit while performing services for the former employer, but only if that benefit is provided under the plan maintained by the employer. For this purpose, the formerly affiliated plan rules in Regulation Section 1.415(f)-1(b)(2) apply as if the employer and predecessor employer constituted a single employer under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor Employer relationship, such as a transfer of benefits or plan sponsorship.

(2) With respect to an employer of a participant, a former entity that antedates the employer is a “predecessor Employer” with respect to the participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(b) **Break-up of an affiliate employer or an affiliated service group.** For purposes of aggregating plans for Code § 415, a “formerly affiliated plan” of an employer is taken into account for purposes of applying the Code § 415 limitations to the employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the “cessation of affiliation.” For purposes of this paragraph, a “formerly affiliated plan” of an employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a “cessation of affiliation” means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Regulation Section 1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(c) **Midyear Aggregation.** Two or more defined contribution plans that are not required to be aggregated pursuant to Code § 415(f) and the Regulations thereunder as of the first day of a limitation year do not fail to satisfy the requirements of Code § 415 with respect to a participant for the limitation year merely because they are aggregated later in that limitation year, provided that no annual additions are credited to the participant’s account after the date on which the plans are required to be aggregated.

**ARTICLE III.
PLAN COMPENSATION**

3.1 Compensation paid after severance from employment. Compensation for purposes of allocations (hereinafter referred to as Plan Compensation) shall be adjusted in the same manner as Actual Compensation pursuant to Article II of this Amendment, except in applying Article II, the term “limitation year” shall be replaced with the term “plan year” and the term “Actual Compensation” shall be replaced with the term “Plan Compensation.”

**ADDENDUM NUMBER TWO TO
OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

AMENDMENT FOR PENSION PROTECTION ACT, HEART ACT AND WRER ACT

**ARTICLE I
PREAMBLE**

- 1.1 **Effective date of Amendment.** This Amendment to the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan (the "Plan") is adopted on behalf of all adopting employers to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

**ARTICLE II
PARTICIPANT DISTRIBUTION NOTIFICATION**

- 2.1 **180-day notification period.** For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §402(f) (the rollover notice) will become 180 days.

**ARTICLE III
ROLLOVER OF AFTER-TAX/ROTH AMOUNTS**

- 3.1 **Direct rollover to qualified plan/403(b) plan.** For taxable years beginning after December 31, 2006, a Participant may elect to transfer employee (after-tax) or Roth elective deferral contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred, including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

**ARTICLE IV
DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION**

- 4.1 **Non-spouse beneficiary rollover right.** For distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.
- 4.2 **Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.1, any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.
- 4.3 **Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

- 4.4 **Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

ARTICLE V DIRECT ROLLOVER TO ROTH IRA

- 5.1 **Roth IRA rollover.** For distributions made after December 31, 2007, a participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

ARTICLE VI QUALIFIED DOMESTIC RELATIONS ORDERS

- 6.1 **Permissible QDROs.** Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.
- 6.2 **Other QDRO requirements apply.** A domestic relations order described in Section 6.1 is subject to the same requirements and protections that apply to QDROs.

ARTICLE VII OTHER 401(k) PLAN PROVISIONS

- 7.1 **Gap period income on distributed excess deferrals.** With respect to 401(k) plan excess deferrals (as defined in Code §402(g)) made in taxable year 2007, the Plan administrator must calculate allocable income for the taxable year and also for the gap period (i.e., the period after the close of the taxable year in which the excess deferral occurred and prior to the distribution); provided that the Plan administrator will calculate and distribute the gap period allocable income only if the Plan administrator in accordance with the Plan terms otherwise would allocate the gap period allocable income to the Participant's account. With respect to 401(k) plan excess deferrals made in taxable years after 2007, gap period income may not be distributed.
- 7.2 **Plan termination distribution availability.** For purposes of determining whether the Employer maintains an alternative defined contribution plan (described in Treas. Reg. §1.401(k)-1(d)(4)(i)) that would prevent the Employer from distributing elective deferrals (and other amounts, such as QNECs, that are subject to the distribution restrictions that apply to elective deferrals) from a terminating 401(k) plan, an alternative defined contribution plan does not include an employee stock ownership plan defined in Code §§4975(e)(7) or 409(a), a simplified employee pension as defined in Code §408(k), a SIMPLE IRA plan as defined in Code §408(p), a plan or contract that satisfies the requirements of Code §403(b), or a plan that is described in Code §§457(b) or (f).

ARTICLE VIII HEART ACT PROVISIONS

- 8.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

- 8.2 **Differential wage payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.
- 8.3 **Severance from employment.** Notwithstanding Section 8.2(i), for purposes of Code §401(k)(2)(B)(i)(I), an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A).
- a. **Suspension of deferrals.** If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.
- b. **Nondiscrimination requirement.** Section 8.2(iii) applies only if all employees of the Company performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).

**ARTICLE IX
WAIVER OF 2009 REQUIRED DISTRIBUTIONS**

- 9.1 Notwithstanding the provisions of the Plan relating to the requirements of Code §401(a)(9), a participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the participant or beneficiary chooses not to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. A direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to section 401(a)(9)(H).

This Amendment is hereby adopted by the Volume Submitter Practitioner on behalf of all participating employers, and has been executed this 27 day of April, 2012.

Volume Submitter Practitioner for the Oklahoma
Municipal Retirement Fund Master Defined
Contribution Plan: McAfee & Taft A Professional
Corporation

By: John P. Papahronis
Name: John Papahronis

Regular Board of Commissioners

15.

Meeting Date: 05/20/2013

Ordinance Dept Heads DC Plan CMO DH SI

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an Ordinance adopting an Employee Retirement System, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the Internation Revenue Code; providing for repealer and severability; and declaring an emergency. (CMO DH SI)

Deferred from April 15, 2013

Attachments

ORDINANCE CMO DH SI

ORDINANCE NO. _____

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

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of July 1, 2013, the funded Plan designated "Employee Retirement System of City of Shawnee, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (Defined Contribution Master Plan) and attached hereto as part hereof.

Section 2. ADMINISTRATION. For the purpose of administration the System there is hereby established a Committee, which shall be the members of the City Commission of City of Shawnee, Oklahoma, as now existing or as from time to time duly elected or appointed and constituted. The powers and duties of the Committee shall be as set forth in the System instrument attached hereto as Exhibit "B".

Section 3. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement

of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 4. APPROPRIATIONS. The City of Shawnee, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Shawnee, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 5. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

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

Section 6. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 7. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 8. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma,

and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

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

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ___ day of _____, _____.

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

16.

Meeting Date: 05/20/2013

Ordinance Amending DH and City Manager Retirement Plan CMO DH

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on a ordinance amending the employee retirement system, defined contribution plan for the position of department head or city manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to definition of compensation; providing for repealer and severability; and declaring an emergency. (CMO DH)

Deferred from April 15, 2013

Attachments

ORDINANCE CMO DH

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF DEPARTMENT HEAD OR CITY MANAGER FOR THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO DEFINITION OF COMPENSATION; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. AMENDATORY. The Employee Retirement System, Defined Contribution Plan, of the City of Shawnee, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on July 1, 2013.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

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

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ____ day of _____, _____.

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

17.

Meeting Date: 05/20/2013

Ordinance Amending Employee Retirement DB

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined benefit plan for City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of City of Shawnee, Oklahoma; pertaining to definition of employee; pertaining to eligibility; pertaining to service buyback; providing for cessation of benefit accruals; providing for repealer and severability; and declaring an emergency. (DB)

Deferred from April 15, 2013

Attachments

ORDINANCE DB

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO DEFINITION OF EMPLOYEE; PERTAINING TO ELIGIBILITY; PERTAINING TO SERVICE BUYBACK; PROVIDING FOR CESSATION OF BENEFIT ACCRUALS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. AMENDATORY. The Employee Retirement System, Defined Benefit Plan, of the City of Shawnee, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on July 1, 2013.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

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

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ____ day of _____, _____.

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

18.

Meeting Date: 05/20/2013

Ordinance Amending Employee Retirement DC

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined contribution plan for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to the definition of compensation; pertaining to plan design; pertaining to allocation of forfeitures; providing for repealer and severability; and declaring an emergency. (DC)

Deferred from April 15, 2013

Attachments

ORDINANCE DC

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO THE DEFINITION OF COMPENSATION; PERTAINING TO PLAN DESIGN; PERTAINING TO ALLOCATION OF FORFEITURES; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. AMENDATORY. The Employee Retirement System, Defined Contribution Plan, of the City of Shawnee, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on July 1, 2013.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

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

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ____ day of _____, _____.

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

19. a.

Meeting Date: 05/20/2013

Award Bid Rehab Asphalt Streets

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

FY 11-12 Rehab Asphalt Streets Project – Re Bid

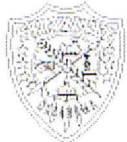
Contract No. COS-PW-12-06 (Award)

Attachments

Memo

Notice to Bidders

Bidders List

<p>Mayor WES MAINORD</p> 	<p>The City of Shawnee PO Box 1448 Shawnee Oklahoma 74802-1448 (405) 273-1250 Fax (405) 878-1581 www.ShawneeOK.org</p>	<p>Commissioners PAM STEPHENS LINDA AGEE JAMES HARROD KEITH HALL JOHN WINTERRINGER STEVE SMITH</p>
---	--	---

M E M O R A N D U M

Date: May 16, 2013

To: Brian McDougal, City Manager 

From: John Krywicki, P.E., City Engineer

**Re: Award of Contract for Rehab Asphalt Street Project
{Contract No. COS-PW-12-06}**

At the May 6, 2013 City Commission meeting we opened bids that were received for the Rehab Asphalt Streets Project. A total of five bids were received and opened. The bids have been tabulated and reviewed (see attached Bid Tabulation).

The apparent low bid was received by All Roads Paving in the amount of \$734,026.00, and second low bid was from Haskell-Lemon Construction in the amount of \$745,711.00 (a difference of \$11,685.00).

Based on our review and analysis of the submitted bids, we are recommending that the All Roads bid be rejected, and considered a Nonresponsive Proposal due to them submitting an "unbalanced bid", which if awarded, would not result in the lowest cost to the City for doing this project.

We would recommend that the Rehab Asphalt paving contract (COS-PW-12-06) be awarded to Haskel-Lemon Construction in the amount of \$745,711.00 as the lowest and best bid received.

If you have any questions or need additional information, please advise.

Attachments:
Bid Tabs
Technical Specifications
Section 102.08 Nonresponsive Proposals
Capital Outlay Budget Report

COS-PW-12-06
 REHAB ASPHALT STREET PROJECT RE-BID

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		ALL ROADS PAVING		HASKELL LEMON CONSTRUCTION		BISHOP PAVING		RUDY CONSTRUCTION		A-TECH PAVING	
			NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	411 (B)	Asphalt Concrete Type B	6,800.00	TONS	\$ 83.35	\$ 566,780.00	\$ 81.93	\$ 557,124.00	\$ 75.00	\$ 510,000.00	\$ 93.00	\$ 632,400.00	\$ 92.00	\$ 625,600.00
2.	417	Col Milling Pavement	58,000.00	S.Y.	\$ 1.30	\$ 75,400.00	\$ 0.70	\$ 40,600.00	\$ 1.75	\$ 101,500.00	\$ 2.15	\$ 124,700.00	\$ 4.50	\$ 261,000.00
3.	420 (a)	Frabric Reinforcement	58,000.00	S.Y.	\$ 0.85	\$ 49,300.00	\$ 0.98	\$ 56,840.00	\$ 1.00	\$ 58,000.00	\$ 1.10	\$ 63,800.00	\$ 3.75	\$ 217,500.00
4.	420 (b)	Bituminous Binder	4,500.00	Gal.	\$ 3.06	\$ 13,770.00	\$ 3.81	\$ 17,145.00	\$ 10.00	\$ 45,000.00	\$ 5.00	\$ 22,500.00	\$ 3.50	\$ 15,750.00
5.	612 (a)	Manhole Adjust to Grade	10.00	EA.	\$ 20.00	\$ 200.00	\$ 1,000.00	\$ 10,000.00	\$ 750.00	\$ 7,500.00	\$ 400.00	\$ 4,000.00	\$ 500.00	\$ 5,000.00
6.	612 (a)	Inlets Adjust To Grade	11.00	EA.	\$ 40.00	\$ 440.00	\$ 2,000.00	\$ 22,000.00	\$ 1,130.00	\$ 12,430.00	\$ 575.00	\$ 6,325.00	\$ 500.00	\$ 5,500.00
7.	612 (a)	Valve Boxes Adjust To Grade	14.00	EA.	\$ 20.00	\$ 280.00	\$ 750.00	\$ 10,500.00	\$ 360.00	\$ 5,040.00	\$ 125.00	\$ 1,750.00	\$ 250.00	\$ 3,500.00
8.	800	Traffic Control	1.00	L.S.	\$ 4,460.00	\$ 4,460.00	\$ 6,783.00	\$ 6,783.00	\$ 5,365.00	\$ 5,365.00	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00
9.	855 (a)	Traffic Stripe (4" Yellow)(Plastic)	27,600.00	L.F.	\$ 0.52	\$ 14,352.00	\$ 0.55	\$ 15,180.00	\$ 0.60	\$ 16,560.00	\$ 0.90	\$ 24,840.00	\$ 0.65	\$ 17,940.00
10.	855 (a)	Traffic Stripe (Plastic) (8" Yellow)	500.00	L.F.	\$ 1.04	\$ 520.00	\$ 1.09	\$ 545.00	\$ 1.25	\$ 625.00	\$ 2.50	\$ 1,250.00	\$ 1.25	\$ 625.00
11.	855 (a)	Traffic Stripe (Plastic) (4" White)	10,500.00	L.F.	\$ 0.52	\$ 5,460.00	\$ 0.55	\$ 5,775.00	\$ 0.60	\$ 6,300.00	\$ 0.90	\$ 9,450.00	\$ 0.65	\$ 6,825.00
12.	855 (a)	Traffic Stripe (Plastic)(24" White)	450.00	L.F.	\$ 3.12	\$ 1,404.00	\$ 3.28	\$ 1,476.00	\$ 3.60	\$ 1,620.00	\$ 10.00	\$ 4,500.00	\$ 3.65	\$ 1,642.50
13.	855 (b)	Traffic Stripe (Plastic) (Arrows)	14.00	EA.	\$ 70.00	\$ 980.00	\$ 73.50	\$ 1,029.00	\$ 90.00	\$ 1,260.00	\$ 120.00	\$ 1,680.00	\$ 100.00	\$ 1,400.00
14.	855 (b)	Plastic Stripe (Plastic) (Words)	4.00	EA.	\$ 170.00	\$ 680.00	\$ 178.50	\$ 714.00	\$ 200.00	\$ 800.00	\$ 240.00	\$ 960.00	\$ 2,250.00	\$ 9,000.00
TOTAL AMOUNT OF BASE BID						\$ 734,026.00		\$ 745,711.00		\$ 772,000.00		\$ 948,155.00		\$ 1,191,282.50

TECHNICAL SPECIFICATIONS

The Standard Specifications for Highway Construction of the Oklahoma Department of Transportation, Edition 2009, with supplements thereto, shall govern the execution of this Contract.

Bidders requiring copies of the above may secure copies of the "Standard Specifications for Highway Construction" form the Oklahoma Department of Transportation, Reproduction Branch, 200 N.E. 21st Street, Oklahoma City, Oklahoma, 73105.

SECTION I-SCOPE

The scope of work comprising this project consists of furnishing all materials and work necessary to accomplish the reconstruction of certain designated sections of public streets within the corporate limits of the City of Shawnee, Oklahoma, as per plans and specifications, complete and in place.

SECTION II-GENERAL

All materials and work provided under this project shall conform to the Oklahoma Department of Transportation Standard Specifications for Highway Construction, Edition of 1999, and all amendments thereto, except as specifically modified by the project plans and specifications.

Measurement for payment will be based on actual quantities used and the unit price bid. All quantities shown in the proposal bid schedule are estimated quantities. The City reserves the right to construct all or part of the projects contemplated.

The Department will not be bound by statements or representations concerning conditions or description of the work unless included in the Proposal Forms, Plans, Standard Specifications, Supplemental Specifications, Special Provisions, or related Contract documents. Oral explanations or instructions given by Department employees or agents before the award of the Contract are not binding.

For requests for explanation of Department intent of the Proposal Form, Plans, Standard Specifications, Supplemental Specifications, Special Provisions, or related Contract documents, allow the Department time to reply to all prospective bidders before submission of Proposals. The Department will issue explanations as addenda to the Proposal Forms, and will provide addenda to all prospective bidders (Plan holders) by certified mail or facsimile before the Bid Opening. Acknowledge receipt of addenda on the Proposal Forms in the space provided.

102.07 PREPARATION OF PROPOSAL

Submit the Proposal in the format required by the Bid Notice. For each item on the Proposal Forms, type or write (in ink) the unit price and the product of the unit price and estimated quantity on the Proposal Forms in the space provided. Show the total Proposal amount by adding the products of the unit prices and the estimated quantities. Acknowledge any change to a unit price, the product of a unit price and quantity, or the total Proposal amount with the initials of the person signing the Proposal, adjacent to each change.

If a discrepancy occurs on the Proposal, between the unit price and the product of the unit price and quantity, the Department will use the unit price. If a unit price or the product of a unit price and quantity is omitted for any item listed on the Proposal Forms, the Department will consider the Proposal non-responsive and will reject the Proposal. If there is a discrepancy between the submitted electronic media and written Proposal, the Department will use the written Proposal. If the Department requires a printout of electronic media and a discrepancy occurs between the printout and the electronic media, the Department will use the printout.

An individual, all members of a partnership, a duly authorized officer of a corporation, or all members of a joint venture shall sign the Proposal in black or blue ink. For Proposals submitted by a corporation, show the name of the corporation and business address. For Proposals submitted by the internet bidding process, the Department will require an electronic signature only. Include a Non-Collusive Bidding Certification with the Proposal in accordance with Subsection 102.16, "Non-Collusive Bidding Certification."

102.08 NONRESPONSIVE PROPOSALS

The Department will consider a proposal nonresponsive and may reject it for any of the following reasons:

- The bidder submits a Proposal on an unapproved form (or format, if computer-generated), or the form is altered, incomplete, or disassembled.
- The bidder submits a Proposal using a form other than the latest approved Proposal Form.
- The Department determines that Proposal irregularities (such as unauthorized additions and conditional or alternate bids) may tend to make the Proposal incomplete, indefinite, or ambiguous.

- The Proposal does not contain a unit price for each item listed, except for authorized alternate items.
- The Proposal is mathematically or materially unbalanced. The Department considers a Proposal mathematically unbalanced if that Proposal contains items with lump sums or unit prices that do not reflect reasonable estimated costs plus reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs. The Department considers a Proposal materially unbalanced if that Proposal creates a reasonable doubt that award to the bidder submitting a Mathematically Unbalanced Bid will result in the lowest total cost to the Department.
- The Proposal is not properly signed.
- The Proposal is not typed or completed in ink.
- The bidder fails to provide a properly executed Proposal Guaranty, or irrevocable Letter of Credit.
- The bidder fails to sign the unsworn statement made under penalty of perjury.
- The Proposal fails to comply with any material requirement of the Bid Notice.
- The bidder fails to properly comply with Disadvantaged Business Enterprise Requirements or to properly list eligible disadvantaged businesses if participation in accordance with the Proposal Forms.

102.09 PROPOSAL GUARANTY

Submit a Proposal Guaranty or irrevocable Letter of Credit with the Proposal in the amount of at least 5 percent of the Bid Price, unless otherwise specified in the Proposal Forms, made payable, or subject to forfeiture, to the Department.

102.10 DELIVERY OF PROPOSAL

Proposals shall be either:

- Placed in a sealed envelope plainly marked with identifying information as required. Addressed to the Department in care of the official in whose office the Proposals are to be received. Proposal data may be delivered electronically by compact disk or diskette as provided for in the current Department procedures. The title and address of the official designated to receive Proposals is: Office Engineer, 200 N.E 21st Street, Oklahoma City, Oklahoma 73105. In the event of a conflict between electronic media and the written submission, the written submission shall be binding.
- Delivered by electronic submission over the internet as provided by the current Department procedures.

File Proposals before the time and at the place specified in the Bid Notice and Proposal Forms. If the Department receives a Proposal after the time specified in the Bid Notice, the Department will return the unopened Proposal to the bidder.

102.11 WITHDRAWAL OF PROPOSAL

The bidder may withdraw its Proposal with an authorized representative's notarized written request any time before the established bid opening time. The Department will return requests to withdraw a proposal to the bidder unread, if received after the Bid Opening.

CITY OF SHAWNEE

CAPITAL OUTLAY BUDGET REPORT

FUND	ACCOUNT	PROJECT	LINE	DESCRIPTION	BUDGET	ACTUAL	ENCUMBRANCES	BALANCE
STREET REHAB PROJECTS								
CAPITAL OUTLAY - STREETS								
302	5-0850-5480	308	0810-15	KULHBIRD LANE HAZARD MITIGATIO	54,211.30	53,966.24	0.00	245.06
302	5-0850-5480	308	0850-01	REAHB ASPHALT	450,000.00	3,480.00	5,000.00	441,520.00
302	5-0850-5480	308	0850-02	REHAB CONCRETE	450,000.00	330.00	0.00	449,670.00
302	5-0850-5480	308	0850-03	REPAIR AND MAINT MATERIAL	150,000.00	57,494.38	40,964.42	51,541.20
302	5-0850-5480	308	0850-04	STRIPPING PROJECTS	100,000.00	5,677.16	0.00	94,322.84
302	5-0850-5480	308	0850-06	FY 11-12 REHAB PROJECT	589,090.00	0.00	0.00	589,090.00
302	5-0850-5480	308	0850-07	REHAB CONCRETE 11-12	387,409.00	178,369.93	209,039.07	0.00
			TOTAL	CAPITAL OUTLAY - STREETS	2,180,710.30	299,317.71	255,003.49	1,626,389.10
			TOTAL	STREET REHAB PROJECTS	2,180,710.30	299,317.71	255,003.49	1,626,389.10
OTHER PROJECTS								
CAPITAL OUTLAY - STREETS								
302	5-0880-5480	308	0810-16	CITY HALL PARKING LOT	225,000.00	0.00	195,235.40	29,764.60
302	5-0880-5480	308	0850-01	REAHB ASPHALT	450,000.00	61,316.13	109,563.68	279,120.19
302	5-0880-5480	308	0850-02	REHAB CONCRETE	450,000.00	119,300.81	24,995.00	305,704.19
			TOTAL	CAPITAL OUTLAY - STREETS	1,125,000.00	180,616.94	329,794.08	614,588.98
			TOTAL	OTHER PROJECTS	1,125,000.00	180,616.94	329,794.08	614,588.98
STREETS								
CAPITAL OUTLAY - STREETS								
302	5-0920-5480	308	0850-03	REPAIR AND MAINT MATERIAL	150,000.00	0.00	15,000.00	135,000.00
			TOTAL	CAPITAL OUTLAY - STREETS	150,000.00	0.00	15,000.00	135,000.00
			TOTAL	STREETS	150,000.00	0.00	15,000.00	135,000.00

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., Monday, May 6, 2013, for:

**BID: CONTRACT NO. COS-PW-12-06
FY 11-12 REHAB ASPHALT STREETS PROJECT – RE BID**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74801. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, April 24, 2013, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK 74801.**

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

**BID: CONTRACT NO. COS-PW-12-06
FY 11-12 REHAB ASPHALT STREETS PROJECT – RE BID
May 6, 2013**

This project shall include approximately a **milling and overlay of the roadway**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-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.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., Monday, May 6, 2013. The City of Shawnee reserves the right to reject any and all bids.



CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

A handwritten signature in black ink, appearing to read "Brian E. McDougal", is written over a horizontal line.

BY: _____
Brian E. McDougal, City Manager

ATTEST:

A handwritten signature in cursive, appearing to read "Phyllis Loftis", is written over a horizontal line.
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-12-06
FY 11-12 REHAB ASPHALT STREET RE-BID PROJECT
ADDENDUM #1 RECIEPT RECEIVED

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: P.O. BOX 14575
OKC, OK 73103
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: 405-417-1753
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 4/11/13 CK#53856

Business Name: HASKELL LEMON CONSTRUCTION COMPANY
Contact: BOB LEMON
Address: P.O. BOX 75608
OKC, OK 73147
Telephone: 405-947-6069
Fax: 405-947-6068
Cell: _____
E-Mail: BLEMON@HASKELLLEMON.COM
Paid for & Picked Up Specs: 4/16/13CH # 2170

Business Name: BISHOP PAVING
Contact: TRAVIS WILLIAMSON
Address: 927 SW 6TH
OKC, OK 73109
Telephone: 405-232-5531
Fax: 405-232-5538
Cell: 405-239-0768
E-Mail: TRAVISW@BISHOPPAVING.COM
Paid for & Picked Up Specs: 4/22/13 CK # 019925

Business Name: ALL ROADS PAVING
Contact: DAVE BARNETT
Address: 10200 NW 10TH
OKC, OK 73127
Telephone: 405-577-2944
Fax: 405-577-2942
Cell: 405-990-5255
E-Mail: ALLROADSPAIVING@COXINET.NET
Paid for & Picked Up Specs: 4/24/13 CK # 7442

Business Name: A-TECH PAVING
Contact: JOSH PAYNE
Address: 7845 N. ROBINSON, H-2
OKLAHOMA CITY, OK 73116
Telephone: 405-418-4741
Fax: 405-418-4743
Cell: 405-546-9014
E-Mail: JPAYNE@ATECHPAVING.COM
Paid for & Picked Up Specs: 4/24/13 CK # 060622

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Regular Board of Commissioners

22.

Meeting Date: 05/20/2013

Exec Session IUPA

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an Executive Session to discuss Collective Bargaining with the IUPA, Local No. 3, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).

Regular Board of Commissioners

23.

Meeting Date: 05/20/2013

Exec Session IAFF

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an Executive Session to discuss Collective Bargaining with the IAFF, Local No. 206, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).

Regular Board of Commissioners

24.

Meeting Date: 05/20/2013

Consider Matters Exec Session IUPA

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding Collective Bargaining with the IUPA, Local No. 3, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).

Regular Board of Commissioners

25.

Meeting Date: 05/20/2013

Consider Matters Exec Session IAFF

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding Collective Bargaining with the IAFF, Local No. 206, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).
