

AGENDA
BOARD OF CITY COMMISSIONERS
June 2, 2014 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

REV. AMY BUSSE
UNITED PRESBYTERIAN

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Minutes from the May 19, 2014 regular meeting.
 - b. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority minutes from April 17, 2014
 - Airport Advisory Board Meeting minutes from April 16, 2014
 - c. Approve renewal of the following agreements for FY 2014-2015:
 1. Independent School District No. 93 for maintenance of tennis courts.
 2. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
 3. Gordon Cooper Technology Center District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
 4. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
 5. Agreement to provide police officers for Shawnee High School and Middle School.
 6. Fingerprint Service for Housing Authority.
 7. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
 8. Animal shelter facility agreement with Town of McLoud.
 9. Pottawatomie County Public Safety Center Jail Services Agreement.

10. Project H.E.A.R.T., Inc. for providing meals to elderly persons.
 11. Lease of property known as Regional Park by Dace Dockery for pasture land.
 12. Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.
 13. Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.
 14. Agreement with McCloud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.
 15. Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.
 16. Agreement with Central Oklahoma Economic Development District (COEDD) for space in Municipal Auditorium.
 17. Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
 18. Agreement to renew Blackboard, Inc. for Blackboard Connect Services July 1, 2014 through June 30, 2015.
- d. Approve recommendation from the Contract Review Committee regarding the renewal of agreement with COCAA/COTS for FY 2014-15
 - e. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution and Defined Benefit plans for Billy Santino.
 - f. Lake Lease:

Transfer

- Lot 6 Green Tract, 32009 Hornbeck Road
From: Gary Roe and Teresa Roe
To: Teresa Roe

- g. Mayor's Appointments:

Planning Commission

Susie Clinard 1st Full Term Expires 06-01-2017
Replaces Brad Carter – Termed out

Dell Kerbs 1st Full Term Expires 06-01-2017
Replaces Kirk Hoster – Termed out

Robbie Kienzle 1st Full Term Expires 06-01-2017
Replaces Shawna Turner – Termed Out

3. Commissioners Comments

4. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
5. City Manager's Presentation of Employee of the Month to Marvin Wilson, Utilities Department.
6. Presentation by Randy Gilbert, Chairman of the Shawnee Civic and Cultural Development Authority, regarding use of funds budgeted from FY 2013-2014 and proposed use of funds to be budgeted FY 2014-15
7. Discussion, consideration and possible action to confirm members of Board of Directors for Visit Shawnee, Inc.
8. Discussion, consideration and possible action on a proposed ordinance adopting a revised Shawnee Zoning Code. Applicant: City of Shawnee
9. Discussion, consideration and possible action accepting grant funding from the Avedis Foundation in the amount of \$641,742 and authorizing signing of the grant agreement. Grant will be used for trail improvements associated with implementation of the Master Trail Plan.
10. Consider acceptance of a public dedication and a performance bond associated with the Final Plat of Lot 2, Block 1 of the Amended Plat of Shawnee Mall Subdivision, Section 2, authorizing obtainment of signatures and recording of the final plat.
11. Discussion, consideration and possible action on approval of the CDBG FY2014-15 One (1) Year Action Plan for fiscal year beginning July 1, 2014 through June 30, 2015.
12. Public hearing and presentation of budget for Fiscal Year 2014-2015.
13. Consider Bids:
 - a. Rehab Concrete Streets Project FY13-14 COS-PW13-02 (Award)
14. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
15. Administrative Reports including but not limited to:
 - James Bryce – Parks Master Plan
16. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 06/02/2014

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the May 19, 2014 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 19, 2014 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, May 19, 2014 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord
Mayor

Absent
Commissioner Ward 1

Linda Agee
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Keith Hall
Commissioner Ward 4

John Winterringer
Commissioner Ward 5

Steve Smith
Commissioner Ward 6

ABSENT: Pam Stephens

INVOCATION

Rev. Jesse Hernandez

FLAG SALUTE

Led by Mayor Mainord

AGENDA ITEM NO. 1: Consider approval of Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Smith, to approve the Agenda. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 2: Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 17
- b. Minutes from the May 5, 2014 regular meeting
- c. Budget Amendment – General Fund 001
To adjust police overtime for the Highway Safety Grant – It's a reimbursable grant and it is for the payment of OT for DUI enforcement and seatbelt enforcement
- d. Budget Amendment – General Fund 001
Salaries and tax expense for terminating/retiring employee leave payout
- e. Acknowledge the following minutes and reports:
 - Planning Commission minutes from April 2, 2014 meeting
 - Shawnee Civic and Cultural Development Authority minutes from March 20, 2014 meeting
 - Contract Review Committee minutes from March 26, 2014 meeting and May 9, 2014 meeting
(May 9, 2014 Draft Only not yet approved – for information only)
 - License Payment Report April 1-30, 2014
 - Project Payment Report April 1-30, 2014
- f. Acceptance of safe room rebate grant from the American Red Cross and approval of grant program rules.
- g. Acknowledge Oklahoma Municipal Retirement Fund Early Retirement for Charles Stephens.
- h. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2014-2015.
- i. Acknowledge eligibility and application for the Edward Bynes Memorial Grant through the U.S. Department of Justice for the Police Department and the Sheriff's Office.

- j. Approve proposal received from Trenton Marr, DVM, of Dogwood Veterinary Hospital, for a spay/neuter program through the Shawnee Animal Shelter.
- k. Acknowledge denial of tort claim OMAG No. 136774-TW – K. Butler
- l. Acknowledge denial of tort claim OMAG No. 137216-TW – G. Assell

Mayor Mainord asked that Agenda Item No. 2(h) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Consent Agenda Item Nos. 2(a-1), less item 2(h). Motion carried 6-0.

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

NAY: None

Regarding Agenda Item No. 2(h), recommendation regarding Central Oklahoma Transit, Mayor Mainord noted that there were representatives from that agency in the audience wishing to explain some of the issues regarding their audit and federal funding. Ms. Rebecca Stone with Central Oklahoma Community Action Agency (COCAA) handed out a letter to the Mayor and Commissioners that she said explains that audit findings as noted in the Management Letter have now been addressed. She stated the City has supported COCAA in the past and would ask that the Commission reconsider even partial funding.

A motion was made by Mayor Mainord, seconded by Commissioner Hall, to table the consideration of the contract with COCAA until the Contract Review Committee has had an opportunity to review the additional documents provided by COCAA at tonight's meeting and make a recommendation. Motion carried 6-0.

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

NAY: None

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to approve Consent Agenda Item Nos. 2(h), less the contract with COCAA. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 3: Commissioners Comments

Commissioner Winterringer stated that Kickapoo Street is still open during construction.

City Manager Brian McDougal reported on the stamped concrete being installed on Kickapoo Street. He noted that these are not bricks but concrete and is the result of a partnership between the City and Oklahoma Department of Transportation.

Commissioner Smith stated he attended a recent grounding breaking at Oklahoma Baptist University (OBU) and was impressed with all of the building projects going on there at this time.

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: A public hearing and consider amending a
Planned Unit Development located at 3306
N. Kickapoo. Case #P06-14
Applicant: J. Michael Adcock

Mayor Mainord declared a public hearing in session to consider amending a Planned Unit Development located at 3306 N. Kickapoo. 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 Smith, to amend the Planned Unit Development located at 3306 N. Kickapoo with the following conditions:

1. Removal of Section 14.4, " One sign identifying the members of the business shall be permitted provided it is approved by the City of Shawnee in its sign permit process."
2. Include in the new amendment a height limit of four (4') feet for ground mounted direction/instructional signs.
3. Wall signs shall have a maximum size of one-half (1/2) the base standard for aC-3 zoning district.
4. Removal of Section 14.4 of the amended design statement.

Motion carried 6-0.

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

AGENDA ITEM NO. 6: A public hearing and consideration of approval of an ordinance to rezone property located at North Bryan from A-1; Agricultural to R-3; Multi-Family Residential. Case #P07-14 Applicant: Mike Langley

Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located at North Bryan from A-1; Agricultural to R-3; Multi-Family Residential. Mr. Albert Rice appeared against said rezoning. He is concerned about the large volume of traffic as this location is across the street from his property. No one else appeared in favor/against said rezoning. The public hearing was closed.

A motion was made by Commissioner Winterringer, seconded by Vice Mayor Harrod, to approve the ordinance rezoning property located at North Bryan from A-1; Agricultural to R-3; Multi-Family Residential.

Ordinance No. 2543NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 636.66 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION NINE (9), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 331.47 FEET; THENCE SOUTH 660.85 FEET; THENCE WEST 331.61 FEET; THENCE NORTH 661.67 FEET TO THE POINT OF BEGINNING; FROM A-1; RURAL AGRICULTURAL TO R-3; MULTI-FAMILY RESIDENTIAL; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

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

Ordinance No. 2543NS was adopted by the City Commission.

AGENDA ITEM NO. 7:

A public hearing and consideration of approving an ordinance with a Conditional Use Permit for property located at 909 E. Independence from R-3; Multi-Family Residential District to C-1; Neighborhood Commercial with a Conditional Use Permit. Case #P08-14 Applicant: Kaye Harrod

Mayor Mainord declared a public hearing in session to consider an ordinance with a Conditional Use Permit for property located at 909 E. Independence from R-3; Multi-Family Residential District to C-1; Neighborhood Commercial with a Conditional Use Permit. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Agee, seconded by Commissioner Winterringer, to approve the ordinance with a Conditional Use Permit for property located at 909 E. Independence from R-3; Multi-Family Residential District to C-1; Neighborhood Commercial with a Conditional Use Permit.

Ordinance No. 2544NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO WIT: THE EAST 211.825 FEET OF THE NORTH HALF (N/2) OF LOT FOUR (4) AND THE WEST 63.175 FEET OF THE NORTH HALF (N/2) OF LOT THREE (3), MCDIVIIT'S ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF: FROM R-3; MULTI-FAMILY RESIDENTIAL TO C-1P; NEIGHBORHOOD COMMERCIAL WITH CONDITIONAL USE PERMIT; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 5-0-1.

AYE: Agee, Winterringer, Smith, Mainord, Hall

NAY: None

ABSTAIN: Harrod

Ordinance No. 2544NS was adopted by the City Commission.

AGENDA ITEM NO. 8:

Consideration of approval of a Preliminary Plat for Panda Express located at 194

Shawnee Mall Drive. Case #S06-14
Applicant: Eric J. Abein

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the preliminary plat for Panda Express located at 194 Shawnee Mall Drive with the following conditions:

1. The following development standards and engineering specifications shall be required unless otherwise modified by the City Engineer:
 - a. The six-inch sanitary sewer shown needs to be changed to an eight-inch sanitary sewer that will become a Public Line.
 - b. Plan and Profile Sheets for sanitary sewer plan need to be submitted for review. ODEQ permitting will be required, thus, application, engineering report and dollar fee to ODEQ will need to be submitted to the City.
 - c. The shown open trench installation across Union Street IS NOT Approved. Plans need to be changed to reflect that Union Street will be bored and the sewer line installed in a 14" steel casing with minimum thickness of 1/4 inch. Bore pit for sewer installation shall be no closer than 15' from back of curb of Union Street. Open trench installation of sanitary sewer shall be backfilled with crusher run rock in all areas where pavement will be put back over sewer location.
 - d. All public improvements shall be installed or otherwise bonded for prior to recording of the Final Plat. Upon satisfactory installation of sewer line, as-built plans and required two year Maintenance Bond will need to be submitted to the City for review and acceptance by City Commission of the City of Shawnee.
2. All other applicable City standards apply and no deviations are hereby approved.
3. Approval of the Final Plat is subject to approval of variance from the Zoning Board of Adjustment, allowing for the creation of a lot that does not directly front upon a public street as required by Section 604.4.

Motion carried 6-0.

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

AGENDA ITEM NO. 9: Consideration of approval of a Final Plat for Panda Express located at 194 Shawnee Mall Drive. Case #S05-14 Applicant: Eric J. Abein

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the final plat for Panda Express located at 194 Shawnee Mall Drive with the following conditions:

1. The following development standards and engineering specifications shall be required unless otherwise modified by the City Engineer:

- a. The six-inch sanitary sewer shown needs to be changed to an eight-inch sanitary sewer that will become a Public Line.
 - b. Plan and Profile Sheets for sanitary sewer plan need to be submitted for review. ODEQ permitting will be required, thus, application, engineering report and dollar fee to ODEQ will need to be submitted to the City.
 - c. The shown open trench installation across Union Street IS NOT Approved. Plans need to be changed to reflect that Union Street will be bored and the sewer line installed in a 14" steel casing with minimum thickness of 1/4 inch. Bore pit for sewer installation shall be no closer than 15' from back of curb of Union Street. Open trench installation of sanitary sewer shall be backfilled with crusher run rock in all areas where pavement will be put back over sewer location.
 - d. All public improvements shall be installed or otherwise bonded for prior to recording of the Final Plat. Upon satisfactory installation of sewer line, as-built plans and required two year Maintenance Bond will need to be submitted to the City for review and acceptance by City Commission of the City of Shawnee.
2. All other applicable City standards apply and no deviations are hereby approved.
 3. Approval of the Final Plat is subject to approval of variance from the Zoning Board of Adjustment, allowing for the creation of a lot that does not directly front upon a public street as required by Section 604.4.

Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 10: Presentation, consideration and public hearing on revisions to the City of Shawnee Zoning Codes. Applicant: City of Shawnee

Mayor Mainord declared a public hearing in session to consider revisions to the City of Shawnee Zoning Codes. Community Development Director Justin Erickson explained the current code was cumbersome and difficult to interpret at time. His staff has been working on revisions for the last two years.

During the staff report, Mr. Erickson noted that some of the changes to the Code will include different formatting which will allow for better readability. Also, there will be changes making the Code consistent with state law and will include specific standards for boarding houses and homeless shelters. The Code will also address daycare centers, landscaping and façade issues. It will also allow restaurants whose primary focus is food preparation but who also serve alcohol to do so without obtaining a Conditional Use Permit.

No one appeared in favor/against said Zoning Code revisions and the public hearing was closed.

Mr. Erickson will bring these changes back before the City Commission as an ordinance for consideration at the June 2, 2014 commission meeting.

AGENDA ITEM NO. 11: Consider granting an access easement of 0.21 acres in size through City owned land located along Archery Range Road to Gary Chatham.

Staff report was given by Justin Erickson. It was noted that other easements have been granted in the area and that the appraised value of the easement is \$400.00.

A motion was made by Mayor Mainord, seconded by Commissioner Hall, to grant an access easement of 0.21 acres in size through City owned land located along Archery Range Road to Gary Chatham upon the payment of \$400.00. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 12: Discussion, consideration and possible action regarding reducing the statutory minimum liability limits on City owned property located at property considered to be the north airport property as follows: to wit, a tract of land described as beginning at the Northwest Corner of the Northwest Quarter of Section 7, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S00⁰ 32' 54" East a distance of 3961.17 feet; thence N89⁰ 20' 49" East a distance of 2687.98 feet; thence N89⁰ 26' 08" East a distance of 660.09 feet; thence N00⁰ 10' 39" East a distance of 1305.87 feet; thence N00⁰ 19' 37" East a distance of 1322.35 feet; thence S89⁰ 24' 58" West a distance of 659.35 feet; thence N00⁰ 22' 02" East a distance of 1322.55 feet; thence S89⁰ 34' 06" West a distance of 2746.60 feet to the

point of beginning, containing 282 acres, more or less; LESS AND EXCEPT A TRACT DESCRIBED AS:

Beginning at the Northwest Corner of the Northwest Quarter of Section 7, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S00⁰ 32' 54" East a distance of 1029.53 feet; thence N84⁰ 34' 29" East a distance of 612.68 feet; thence N03⁰ 46' 04" West a distance of 972.52 feet; thence S89⁰ 34' 06" West a distance of 555.37 feet to the point of beginning, containing 13.40 acres, more or less.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to table the Agenda Item No. 12 until the June 16, 2014 City Commission meeting. Motion carried 6-0.

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

AGENDA ITEM NO. 13: Discussion, consideration and possible action on acceptance of proposal for Parks Master Plan by Shafer, Kline & Warren, Inc.

Director of Operations James Bryce gave the staff report noting the costs associated with the proposal is \$29,600.00 plus \$1,800 in reimbursable expenditures.

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to award the Parks Master Plan to Shafer, Kline & Warren, Inc. Motion carried 6-0.

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

AGENDA ITEM NO. 14: Consider Oklahoma Municipal Retirement Fund Lump Sum payment from Defined Benefit Plan and refund of contributions

from the Defined Contribution Plan for Stanley Howard.

Human Resources Director, Tammy Johnson, gave a staff report.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, approve the to Oklahoma Municipal Retirement Fund Lump Sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Stanley Howard. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 15: Acknowledge Sales Tax Report received May 2014.

Diane Smith, Assistant to Finance Director, reported that May sales tax collected this month was \$1,394,971.00. Compared to last year's, sales tax is up \$82,262.00. For the fiscal year, it is up 4.89% or \$733,965.00. Compared to 2012 numbers, it is down \$57,787.00.

AGENDA ITEM NO. 16: City Manager's Report.

City Manager Brian McDougal reported on the following:

1. Budget – Staff is still working on some numbers in the budget for FY2014-2015.
2. Health Insurance – The City adopted the increases in premiums paid for employees and he thanked the Commission for that.
3. New Visit Shawnee Board – The Visit Shawnee Board will be a 501c(6). It is a thirteen member board. They are creating by-laws and Articles of Incorporation. They will meet before the end of the month. The new entity will continue to be housed at the offices of the Shawnee Chamber for the present time.
4. Kickapoo Tribe has been in contact regarding an environment grant for the disposal of hazardous waste and seeking partnership with the City.
5. Anglin PR – Anglin PR is mailing postcards to Shawnee residents, staff is working on door hangers at city residences and there will be information commercials at the local movie theaters.
6. Glory Days – John Ayers is organizing and working hard on the Glory Days festivities at the Expo Center.

AGENDA ITEM NO. 17:

Consider Bids:

- a. Sidewalk/ADA Handicap Ramps Project COS-PW-13-01 (Award)

City Engineer John Krywicki announced that two bids were received and after review and consideration it was staff's recommendation to award the bid to Parathon Construction LLC of Edmond, Oklahoma in the total amount of \$237,350.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to accept staff's recommendation and award the bid to Parathon Construction LLC in the total amount of \$237,350.00. Motion carried 6-0.

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

NAY: None

- b. Rehab Concrete Streets Project FY13-14 COS-PW13-02 (Open)

BIDDER

AMOUNT

MTZ CONSTRUCTION INC.
Oklahoma City, OK

\$568,250.00

City Engineer John Krywicki read the bid into the record and requested that the bid award be deferred to the next meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to defer the bid award to the June 2, 2014 City Commission meeting. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 18:

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. 19:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:43 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 06/02/2014

Other Board Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Civic and Cultural Development Authority minutes from April 17, 2014
 - Airport Advisory Board Meeting minutes from April 16, 2014
-

Attachments

SCCDA

Airport Advisory Board

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
APRIL 17, 2014
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, FEBRUARY 20, 2014 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 4/11/2014 AT 4:53PM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:35 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. KARL KOZEL
MR. RANDY GILBERT
MR. DAVID HARMON
MR. CASEY BELL
MR. TIM BARRICK
MRS. SUSAN HAVENS

TRUSTEES ABSENT: MR. BRIAN MCDUGAL

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; MIKE CLOYER, STUART & CLOYER, MICHAEL MCCORMICK OF THE SHAWNEE NEWS STAR, KINLEE FARRIS OF THE CVB, AND COMMISSIONER JAMES HARROD.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF MINUTES OF MARCH 2014 MEETING

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE HARMON TO APPROVE THE MINUTES OF THE MARCH 2014 MEETING. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF MONTHLY FINANCIAL REPORT MARCH 14

THE MOTION MADE BY TRUSTEE BELL, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MONTHLY FINANCIAL REPORT FOR MARCH 2014. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE BELL, SECONDED BY TRUSTEE KOZEL TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, KOZEL
NAY: NONE
ABSTAIN:

General Claims

A.	Oklahoma Natural Gas	\$1,723.18
B.	MET Tel	\$692.41
C.	Constellation Energy	\$7,041.60
D.	INS	\$665.00
E.	Pitney Bowes	\$153.00
F.	Hunzicker Brothers	\$177.39
G.	Vision Bank	\$1,031.02
H.	Airgas USA LLC	\$162.70
I.	COX Systems Technology	\$200.00
J.	Express Prof.	\$1,224.00
K.	Oklahoma Natural Gas	\$999.59
L.	OG&E	\$15,309.95
M.	Arvest	\$502.69
N.	Grimsley's	\$200.00
O.	Hertz Equipment Rental	\$301.89
P.	Shawnee CVB	\$1,000.00
Q.	Bankers Credit Card Services	\$1,313.29
R.	Bankers Credit Card Services	\$75.99
S.	Winkler Door Company	\$315.00
T.	AT&T Mobility	\$46.62
U.	Pott CO Jr Livestock Show	\$250.00
V.	Shawnee Office Systems	\$51.28
W.	Locke Supply	\$109.34
X.	Thompson Diesel	\$781.34
Y.	24 Hour Lockout Service	\$196.30
Z.	Personal Plumbing	\$329.90
AA.	Cintas	\$243.08
BB.	Hunzicker Brothers	\$302.02

CC.	Grimsley's	\$360.00
DD.	Staples	\$242.06
EE.	NAPA	\$421.96
FF.	City of Shawnee — Water	\$832.26
GG.	Titan Security	\$180.00
HH.	Allegiance Communications	\$199.95
II.	Finley & Cook	\$420.00
JJ.	Fuelman	\$974.08
KK.	Bobcat of OKC	\$837.17
LL.	Clemence Tire LLC	\$183.50
MM.	Express Service	\$253.44
NN.	John Deere Financial	\$138.36
OO.	Stuart & Clover	\$187.50
PP.	Oklahoma Tax Commission	\$713.01
QQ.	City of Shawnee — Surcharge	\$254.00

AGENDA ITEM NO. 8

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE BELL, SECONDED BY TRUSTEE HAVENS THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, KOZEL

NAY: NONE

ABSTAIN:

Special Claims

A.	Western Sports Publishing	\$1,974.50
B.	Twister Saddles	\$8,125.00
C.	Mike McCormick	\$300.00
D.	Rainbow Racing Systems	\$456.89
E.	Western Sports Publishing	\$824.50
F.	Chris Neal's Future Stars Calf Roping	\$1,000.00
G.	HASCO Tag Co	\$131.13

H. Cowboy Times \$600.00
I. Gist Silversmith \$4,466.25

AGENDA ITEM NO.9

APPROVAL OF SHAVINGS CLAIMS

NONE

AGENDA ITEM NO.10

DISCUSSION CONSIDERATION & POSSIBLE ACTION TO ACCEPT THE BID BY CUTTING EDGE LAWNS FOR LAWN MAINTENANCE HERE ON EXPO GROUNDS.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE HARMON THAT THE BID FOR LAWN SERVICES BE ACCEPTED WITH AN AMENDMENT THAT STATES THAT THERE IS A 30 DAY OUT FOR EITHER PARTY. SHAVINGS CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO. 11-16

IFYR UPDATE, COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD BUSINESS, NEW BUSINESS, PUBLIC & TRUSTEE COMMENTS-

IFYR - ENTRIES OPENED APRIL 1ST AT MIDNIGHT ONLINE AND HAVE BEEN BASICALLY RUNNING SMOOTHLY SINCE THEN - NO COMMITTEE REPORTS - ADMINIDTRATIVE REPORTS - COMFORT STATION REMODELS ARE WELL UNDERWAY AND SHOULD BE FINISHED UP SHORTLY - TRUSTEE COMMENTS - APRIL MEETING TOUR IS PLANNED

AGENDA ITEM NO. 17

NEW BUSINESS: CAMPING AT IFYR NEEDS A NEW DEADLINE SET WHICH IS NOON ON MONDAY JULY 7TH - IF YOU ARE NOT IN YOUR SPACE BY NOON ON MONDAY OF THE IFYR YOU LOST YOUR PRIME SPOT. IF YOU SHOW UP LATE YOU WILL BE OFFERED AN ALTERNATIVE SPOT BUT YOUR PRIME LOCATION WILL BE USED BY ANOTHER CONTESTANT. MOTION PASSED

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.19

ADJOURNMENT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK TO ADJOURN MEETING, MOTION CARRIED.

AYE: GILBERT, BARRICK, HARMON, KOZEL
NAY: NONE
ABSTAIN: NONE



CHAIRMAN: MR. RANDY GILBERT



SECRETARY: MR. BRIAN MCDUGAL

MINUTES
AIRPORT ADVISORY BOARD MEETING APRIL 16TH, 2014, 5:30 P.M.
TERMINAL BUILDING
2202 AIRPORT DRIVE

ROLL CALL

PRESENT: Terry Toole, Bert Humphreys, Pete Barger, Kevin Huddleston, Will Smallwood

ABSENT: Robert Duran, Harmik Dersahakian

OTHERS PRESENT: Keenan English -Assistant Airport Manager, Fred Treiber – Airport Supervisor, Steve Harris – Lochner Aviation Services, Kirk Evans – Lochner Aviation Services, David Tomlinson – Local Contractor, Bret Wyatt – Oklahoma Aviation

DECLARATION OF A QUORUM

ITEM ONE: CONSIDER AND APPROVE CONSENT AGENDA

Motion to approve Consent Agenda – Consent agenda approved unanimously by board.
Meeting minutes from the March 19, 2014 meeting approved unanimously by board.

ITEM TWO: SUB COMMITTEE REPORTS

Financial report given by Mr. Huddleston. Report consisted of fuel sales, ending inventory, and fuel pricing

ITEM THREE: RECOGNITION AND INTRODUCTION OF LOCHNER AVIATION SERVICES

Mr. English introduced Kirk Evans and Steve Harris from Lochner Aviation Services. Mr. English explained that the Airport entered into a contract with Lochner Aviation Services to provide airport consulting services for 5 years. Mr. Evans discussed future projects for the Airport and handed out a 5 year Capital Improvement Plan that included project details and cost estimates.

ITEM FOUR: DISCUSSION REGARDING THE CONSTRUCTION OF PRIVATELY OWNED T-HANGARS

David Tomlinson proposed preliminary plans to build 18 T-hangars on the north apron in the open area behind Hangar 13. He explained that he would like to enter into a ground lease with the Airport and build T-hangars to which he would own and manage. Various board members questioned Mr. Tomlinson about the design of the hangars and how he would manage them. Mr. English requested a more detailed proposal that shows designs, materials used, and construction plans from Mr. Tomlinson before any ground lease could be negotiated.

ITEM FIVE: CITIZEN COMMENTS – No citizen comments

ITEM SIX: NEW BUSINESS – No new business

ITEM SEVEN:

BOARD COMMENTS – No board comments

ITEM EIGHT: ADJOURNMENT - Board unanimously voted to adjourn meeting at 6:40 pm

**Shawnee Regional Airport
May 2014 Staff Report**

1. **Financial Report** – Attached
2. **Fuel prices**
SNL - Avgas \$5.50 Jet \$4.80
South central regional average – Avgas \$5.89 Jet \$5.39
3. **April 2014 Fuel Sales Report** – Daily details are attached.

Low Lead	April
Sales	\$12,540.63
Gallons	2,328.49
Jet A	April
Sales	\$10,953.54
Gallons	2,363.40

4. **Capital Improvements** – Early Development Packets are due at the end of August for Federal and State grants. Project needs to be decided on before that deadline.
5. **Facilities** – Still awaiting design specs from Mr. Tomlinson regarding new t-hangar construction. If design is not given soon, the airport will need to go forward with alternate capital improvement plans.
6. **Equipment** –LED fuel display has been installed and is fully operational. All runway sign lights, taxiway sign lights, and PAPI lights have been replaced.
7. **Staff** –The Airport has hired a new part time employee, Stephen Clement
8. **Budget** – As of May 11, 2014, the total airport revenues equal \$523,428. Expenses equal \$485,989. A difference of \$37,439
9. **Events** – Annual air show has been scheduled for October 4th, 2014. OBU's football game will be an away game the same day as the air show.
Glory Days event is scheduled for Saturday June 28, 2014 at the Expo. Larry Hahn, David Yunt, and Chris Vanderveer will participate in fly bys during the event.
Cessna Discovery Flight Challenge will be held June 15, 2014.
Civil Air Patrol training event will be held in Duncan instead of Shawnee this summer.
June 6, 2014 – Iowa National Guard will fly 10 black hawk helicopters to Shawnee, all purchasing fuel. 60 total Guard personnel will be flown in. The Airport will be providing refreshments and any other amenities.
10. **Other** – The Enterprise lease will be up for renewal in August. Enterprise has expressed that a car wash area will need to be established before they renew. If not, they will seek another office elsewhere. Total materials for a wash bay will cost approximately \$X. Airport is currently negotiating Enterprises financial contribution to the project.

The Airport has entered into an agreement with the Holiday Inn. The holiday Inn will provide a rooms for pilots and passengers for \$99 per night.

APRIL 2014 FUEL SALES

	100 LOW LEAD	JET A	OIL	HANGAR	CHARTS	SALES TAX	DAILY TOTALS
3/1/2014	\$901.38	\$0.00	\$78.60			\$6.68	986.66
3/2/2014	\$166.00	\$434.40					600.40
3/3/2014	\$679.73	\$806.83					1486.56
3/4/2014	\$1,889.96	\$0.00					1889.96
3/5/2014	\$481.18	\$0.00					481.18
3/6/2014	\$0.00	\$0.00					0.00
3/7/2014	\$159.12	\$0.00					159.12
3/8/2014	\$379.05	\$1,032.00					1411.05
3/9/2014	\$596.21	\$1,790.40					2386.61
3/10/2014	\$131.95	\$0.00					131.95
3/11/2014	\$144.69	\$0.00					144.69
3/12/2014	\$152.01	\$103.20					255.21
3/13/2014	\$220.00	\$192.00					412.00
3/14/2014	\$584.12	\$0.00					584.12
3/15/2014	\$1,285.39	\$168.00					1453.39
3/16/2014	\$406.22	\$216.00					622.22
3/17/2014	\$555.65	\$1,296.91					1852.56
3/18/2014	\$709.91	\$404.88					1114.79
3/19/2014	\$895.75	\$563.47	\$11.35			\$0.96	1471.53
3/20/2014	\$466.90	\$0.00	\$18.40			\$1.56	486.86
3/21/2014	\$161.70	\$0.00					161.70
3/22/2014	\$435.82	\$0.00					435.82
3/23/2014	\$278.08	\$499.20					777.28
3/24/2014	\$156.62	\$174.00					330.62
3/25/2014	\$537.83	\$192.00					729.83
3/26/2014	\$0.00	\$0.00					0.00
3/27/2014	\$0.00	\$355.87					355.87
3/28/2014	\$165.36	\$204.38					369.74
3/29/2014	\$0.00	\$2,040.00					2040.00
3/30/2014	\$0.00	\$480.00					480.00
	\$12,540.63	\$10,953.54	\$108.35	\$0.00	\$0.00	\$9.20	\$23,611.72

APRIL 2014 FUEL GALLONS SOLD

	LOW LEAD	JET A	TOTAL
4/1/2014	168.25	0.00	168.25
4/2/2014	30.60	90.50	121.10
4/3/2014	125.75	168.00	293.75
4/4/2014	348.01	0.00	348.01
4/5/2014	90.03	0.00	90.03
4/6/2014	0.00	0.00	0.00
4/7/2014	28.93	0.00	28.93
4/8/2014	70.98	215.00	285.98
4/9/2014	112.75	373.00	485.75
4/10/2014	23.99	0.00	23.99
4/11/2014	27.30	0.00	27.30
4/12/2014	30.28	103.00	133.28
4/13/2014	40.00	40.00	80.00
4/14/2014	109.47	0.00	109.47
4/15/2014	241.43	35.00	276.43
4/16/2014	75.69	45.00	120.69
4/17/2014	104.84	270.19	375.03
4/18/2014	132.38	84.35	216.73
4/19/2014	156.34	117.39	273.73
4/20/2014	84.89	0.00	84.89
4/21/2014	29.40	0.00	29.40
4/22/2014	82.88	0.00	82.88
4/23/2014	50.56	104.00	154.56
4/24/2014	31.20	36.25	67.45
4/25/2014	101.34	40.00	141.34
4/26/2014	0.00	0.00	0.00
4/27/2014	0.00	74.14	74.14
4/28/2014	31.20	42.58	73.78
4/29/2014	0.00	425.00	425.00
4/30/2014	0.00	100.00	100.00
TOTAL	2328.49	2363.40	4691.89

Regular Board of Commissioners

2. c.

Meeting Date: 06/02/2014

Various Renewal Agreements FY2014-15

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve renewal of the following agreements for FY 2014-2015:

1. Independent School District No. 93 for maintenance of tennis courts.
2. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
3. Gordon Cooper Technology Center District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
4. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
5. Agreement to provide police officers for Shawnee High School and Middle School.
6. Fingerprint Service for Housing Authority.
7. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
8. Animal shelter facility agreement with Town of McLoud.
9. Pottawatomie County Public Safety Center Jail Services Agreement.
10. Project H.E.A.R.T., Inc. for providing meals to elderly persons.
11. Lease of property known as Regional Park by Dace Dockery for pasture land.
12. Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.
13. Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.
14. Agreement with McLoud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.
15. Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.
16. Agreement with Central Oklahoma Economic Development District (COEDD) for space in Municipal Auditorium.
17. Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
18. Agreement to renew Blackboard, Inc. for Blackboard Connect Services July 1, 2014 through June 30, 2015.

Attachments

Tennis Courts

Juvenile District Court

GCVT Parks and Streets

Hope House

Police Officer Shawnee Schools

Housing Auth Fingerprinting

SCCDA

Animal Shelter - McLoud

Jail Services Public Safety Center

Project H.E.A.R.T.

Regional Park Lease - D Dockery

Softball fields YMCA

Shawnee Trap Club

Mower Lease McLoud for Wes Watkins

YMCA Mower for Softball Fields

COEDD Office Space in Auditorium

South Central ROW Maintenance

Blackboard Connect

AGREEMENT

This Agreement made and entered into this 1ST day of July, 2014, by and between the City of Shawnee, Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Independent School District 93 of Pottawatomie County, State of Oklahoma, hereinafter referred to as “School”.

WITNESSETH:

WHEREAS, the City and the School have tennis courts located on City land and located on School land. The City and School are responsible for maintenance of said tennis courts, within their respective jurisdiction; and

WHEREAS, such jurisdictions and districts are in many places contiguous and in some geographical locations the jurisdiction of one extends into the area of jurisdiction and district of the other, and

WHEREAS, there are times when the school and City must call on the other to come to its assistance to help maintain a part of the tennis courts, tennis buildings and facilities, and

WHEREAS, the City and the School desire to cooperate with each other by permitting each to work on the tennis courts in the other’s jurisdiction and district to save time and money, and

WHEREAS, there are times when it is in the best interest of the public for the parties to borrow and/or lend equipment and personnel to the other party for maintenance of tennis improvements on the tennis courts, and

WHEREAS, the Interlocal Cooperation Act of the State of Oklahoma, 74 O.S. Section 1001, et seq. permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner beneficial to both contracting governmental agencies.

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

1. The City and the School agree that each of the parties may do work on one another’s tennis courts, including maintaining the tennis courts and tennis facilities and other public improvements to save time and money and make the most efficient use of equipment and personnel.

2. The parties further agree that they may build, maintain and improve the tennis facilities upon the land of the other. Each of the parties agrees to assume liability for its own negligence and the parties further agree that the party lending such equipment assumes liability for defective equipment.
3. Each of the parties assumes Worker's Compensation Liability for its employees.
4. The parties agree that all lending or spending of money of the others funds will be in strict adherence of the City Charter, City Ordinance, and the state laws pertaining to school districts.
5. The duration of this Agreement shall be in effect for one year from July 1, 2014 to June 30, 2015. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year July 1 to June 30. This agreement shall renew itself automatically on June 30 of each year unless either the School or the City wishes to terminate said agreement. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1 of the fiscal year preceding termination.
6. The parties further agree that this Agreement may be canceled by either party, upon giving written notice to the other party thirty (30) days in advance of the date of termination.
7. This Agreement shall be administered by the City Manager of the City and the Superintendent of Independent School District No. 93. If there is any dispute over any terms of this agreement, the City Manager and School Superintendent will work together to reach a mutually acceptable resolution of the dispute. Should the City Manager and the Superintendent be unable to reach an acceptable resolution, the parties' respective governing bodies will work together to resolve the problem.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date so indicated.

THE CITY OF SHAWNEE, OKLAHOMA

BRIAN MCDUGAL
CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

INDEPENDENT SCHOOL DISTRICT 93
POTTAWATOMIE COUNTY, OKLAHOMA

PRESIDENT

(SEAL)

ATTEST:

SECRETARY

Approved as to form and legality this ____ day of _____, 2014.

MARY ANN KARNS, CITY ATTORNEY

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

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

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

DURATION:

This agreement shall be in effect one year from July 1, 2014 through June 30, 2015. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

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

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

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

STATUS VARIOUS EMPLOYEES:

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

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

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

JOHN CANAVAN
JUDGE OF THE DISTRICT COURT

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma, this ____ day of _____, 2014.

BRIAN MCDOUGAL
CITY MANAGER

ATTEST:

PHYLLIS LOFTIS
CITYCLERK

Approved as to form and legality this ____ day of _____, 2014

MARY ANN KARNES, CITY ATTORNEY

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2014 by and between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Gordon Cooper Technology Center District No. 5, hereinafter referred to as "GCTC".

WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC. The City shall provide labor and equipment only, and GCTC shall pay for all required materials.

TERM: The term of this agreement shall be for a period of one (1) year commencing on the 1st day of July, 2014 and ending on the 30th day of June, 2015, and this agreement may be renewed for additional successive periods of one (1) year commencing upon the expiration of the original term hereof upon the consent of both parties; provided that any such renewal shall be in accordance with then established federal, state and local laws and regulations.

ADMINISTRATION: This agreement shall be administered by the City Manager of Shawnee or his designees, and the Superintendent of GCTC or his designees. These representatives shall be responsible for administering this agreement and shall have the authority to determine the resolution of disputes. GCTC will provide the City with a schedule of the work to be performed under this agreement, which said work shall be performed subject to the availability of the City workforce and secondarily to the needs of the City. The City Manager may receive from GCTC periodic recommendations and suggestions as to the needs of GCTC. These recommendations shall be submitted by the Superintendent of GCTC or his designees. The GCTC Superintendent may receive from the City periodic recommendations and suggestions as to the needs of the City. These recommendations shall be submitted by the City Manager or his designees.

CONSIDERATION: In consideration for this agreement, GCTC agrees to provide the City with educational services and training for City employees in subject matter normally available at GCTC's Adult Training and Development Department and/or Industry Specific Department as requested from time to time by the City. GCTC shall provide instruction only, and the City shall pay for all required materials and/or supplies to complete the training.

LIABILITY: Each party shall assume and be responsible for any liability or the costs of litigation arising from the provision of its particular services.

TERMINATION: This agreement shall be subject to termination upon written notification by either party to the other party upon ten (10) days notice.

CITY OF SHAWNEE, Shawnee, Oklahoma

By: _____
BRIAN MCDOUGAL, CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

GORDON COOPER TECHNOLOGY CENTER
DISTRICT NO. 5

By: _____
SUPERINTENDENT

Approved as to form and legality on this _____ day of _____, 2014

MARY ANN KARNS, CITY ATTORNEY

AGREEMENT FOR JUVENILE SERVICES

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

Hope House will:

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

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

In exchange for these services, the City will:

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

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

This agreement shall go into effect on the 1st day of July, 2014 and shall expire on June 30, 2015. This agreement may be modified by either party by giving written notice at least thirty (30) days prior to the expiration date.

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma this _____ day of _____, 2014.

CITY OF SHAWNEE

BY: _____
BRIAN MCDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

YOUTH AND FAMILY RESOURCE
CENTER, INC.

BY: _____
DIRECTOR
EXECUTIVE DIRECTOR

Approved as to form and legality on this _____ day of _____, 2014

MARY ANN KARNS, CITY ATTORNEY

AGREEMENT

This agreement made and entered into this 1st day of July, 2014, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. 93 of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of police officers in said school on a full-time/half-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2014 through the 30th day of June, 2015. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officers and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officers shall be certified police officers of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICERS: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officers shall at all times remain as police officers of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officers shall be assigned on a full-time basis to District to serve as police officers to provide increased safety and security within the buildings known as the Shawnee High School and the Shawnee Middle School. Full-time will be considered as 8 hours on site duty time. One officer shall serve the District full-time as assigned to the Shawnee High School; a second officer shall serve on a full-time basis assigned to Shawnee Middle School. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officers as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to City \$76,245.75 to cover the salary, uniform allowance and weapons allowance of the police officers. This consideration to remain unchanged regardless of the actual salary or allowances paid to the officers. City shall be responsible for providing the patrol car and any other necessary equipment required by the officers for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officers in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the day and year first above written.

CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

BRIAN MCDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

INDEPENDENT SCHOOL DISTRICT NO. 93
OF POTTAWATOMIE COUNTY, STATE OF
OKLAHOMA

PRESIDENT OF BOARD OF EDUCATION

(SEAL)
ATTEST:

CLERK OF BOARD OF EDUCATION

Approved as to form and legality on this _____ day of _____, 2014

MARY ANN KARNS, CITY ATTORNEY

AGREEMENT FOR FINGERPRINTING SERVICES

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

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

The monthly fee in the amount of \$150.00 will be due and payable on or before the 25th of each month beginning July 25, 2014. If number of individuals fingerprinted exceeds the total of 15 (fifteen) \$12.00 (twelve) per individual will be added to invoice.

This agreement will be in force beginning July 1, 2014 thru June 30, 2015. Either party may dissolve this agreement for any reason after providing a 30 day written notice.

REQUIREMENTS

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

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

Housing Authority authorized signature

Date

Shawnee Police Department

Date

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

BRIAN MCDOUGAL, CITY MANAGER

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2014

MARY ANN KARNS, CITY ATTORNEY

GOVERNMENTAL SERVICES CONTRACT

This Agreement made pursuant to 74 O.S. § 1008 (2001) and entered into this ____ day of July, 2014, by and between the City of Shawnee, Oklahoma (hereinafter referred to as "City") and the Shawnee Civic and Cultural Development Authority, an Oklahoma Public Trust (hereinafter referred to as "SCCDA").

WITNESSETH:

WHEREAS, the SCCDA was created pursuant to 60 O.S. § 176, et seq. (1971) on January 5, 1976 to manage various proceeds, properties, rents and profits for the benefit of the City; and

WHEREAS, the City is an Oklahoma municipal corporation that is the beneficiary of the SCCDA; and

WHEREAS, the SCCDA has operated the facility commonly known as the Heart of Oklahoma Exposition Center and its associated support structures for the benefit of the City for many years; and

WHEREAS, the City acknowledges the benefits received from the services performed by the SCCDA; and

WHEREAS, it is financially beneficial to both parties that the City allow municipal employees designated by both entities to work under the auspices of the SCCDA to perform its day-to-day functions; and

WHEREAS, it is necessary to the maintenance of the independence of the SCCDA from the City that the SCCDA assume responsibility for its water, utilities and other services used by the SCCDA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties that:

1. The term of this agreement shall be from its date of execution through the 30th day of June, 2015. This agreement shall be subject to termination, without cause, upon thirty days notice by either party serving the other party with a written request to terminate the contract.

2. The City will allow up to eleven (11) of its employees to be used full-time by the SCCDA. While working for the SCCDA, these employees will be under the day-to-day direction of the Operations Manager of the SCCDA. These employees will continue to be full-time employees of the City for purposes of benefits, insurance and retirement. The City Manager of the City will retain his/her authority pursuant to Article V of the Shawnee City Charter and Section 2-102 of the Shawnee City Code to re-assign these employees should the needs of the City require that he/she do so. However, nothing in this provision or agreement will act to increase or modify the City Manager's decision-making authority as a voting member of the SCCDA governing board.

3. The City acknowledges the restrictions placed upon it by Article VIII of the SCCDA Trust Indenture.

4. Both the City and the SCCDA acknowledge and expressly reaffirm the separation of the SCCDA and the City for purposes of the relationship permitted between the respective governing bodies pursuant to 60 O. S. § 176, et seq.

5. In consideration of receiving labor assistance from the City, the SCCDA agrees that it will be responsible for its own utilities, water service, fuel costs and all expenses related to the Trust. All structures affiliated with the Expo Center will be insured by the SCCDA in amounts to be determined by the SCCDA.

6. The City will make an annual contribution to the SCCDA in an amount to be determined by the City during its budget process. This contribution will be paid in monthly installments to commence on July 1st of each year. The annual contribution will be used to pay City employees' salaries and benefits working for the SCCDA with the balance of the funds to be expended in the sole discretion of the SCCDA. The City will not earmark these funds for specific purposes but rather will allow the SCCDA to use these funds as the SCCDA sees fit. The City will have access to the SCCDA's annual audit as required by Article VI, Section 10 of the Trust Indenture and will receive a full accounting of how the City funds were expended. The City will be allowed to inquire into any matter dealing with accounting for its funds, including access to financial books and records of the SCCDA.

7. Both parties agree that financial accountability of the City's donated funds is an element to be considered each fiscal year in determining the amount of funds the City will provide to the SCCDA.

8. The City and the SCCDA agree that this Contract will be administered by both the City Manager of the City and the Manager of the Trust Estate of the SCCDA. Should a conflict arise concerning terms of this agreement, the City Manager and the Manager of the Trust Estate will work together to resolve said conflict to the mutual benefit of the parties. Any agreement reached between the City Manager and the Manager of the Trust Estate must be approved by the respective governing bodies.

9. The SCCDA agrees that the SCCDA will be liable for all acts or omissions of the City employees while they are working for the SCCDA. Should the City be made a party to any legal action or lawsuit as a result of actions or omissions of the employees, the SCCDA agrees to indemnify the City and hold it harmless from any damages, costs and attorney fees that the City might incur during the defense of any related suit or legal action.

10. All written notices concerning this agreement shall be sent to the respective parties at the following addresses:

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

Randy Gilbert, Chairman
Heart of Oklahoma Exposition Center
P.O. Box 1466
Shawnee, OK 74802-1466

11. This agreement supersedes all prior agreements between the parties, with the exception of the SCCDA Trust Indenture, and comprises all the terms agreed to by the parties and any modification, amendment or alteration of this agreement must be in writing and executed by both parties.

12. If any part of this agreement is determined to be contrary to law, then it shall be deemed severable from the rest of this agreement and shall not affect the validity of the rest of this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
BRIAN MCDOUGAL, City Manager

ATTEST:

PHYLLIS LOFTIS, CMC, City Clerk
(SEAL)

SHAWNEE CIVIC AND CULTURAL
DEVELOPMENT AUTHORITY

BY: _____
RANDY GILBERT, Chairman

Approved as to form and legality this _____ day of _____, 2014

MARY ANN KARNS, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Town of McLoud, Oklahoma, hereinafter referred to as “McLoud”.

The purpose of this Agreement entered into by and between the City and McLoud is to promote the health, safety and public welfare of the citizens of Shawnee and of McLoud, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

As used in this Agreement the following words will be defined as set out herein:

- a) DVM shall mean Doctor of Veterinary Medicine
- b) Animals shall mean all non hoofed animals
- c) Livestock shall mean all domestic hoofed animals
- d) Dogs shall mean all canine domestic animals
- e) Cats shall mean all feline domestic animals

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. The City will furnish and staff an animal shelter facility on site provided by the City.
2. The City agrees that it shall accept at its animal facility and give receipt for, all animals collected by McLoud and delivered to it by McLoud or those working under McLoud’s direction. The hours of operation for acceptance are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
3. McLoud agrees that all activities relating to veterinary medicine and veterinary care are given to animals in the custody of the City shall be performed by or at the direction of a licensed doctor of veterinary medicine (DVM), in compliance with the Veterinary Practice Act of the State of Oklahoma with the understanding that McLoud shall be responsible for all charges for veterinary care.
4. The City agrees that for purpose of this Agreement the City will maintain office hours for reclamation and adoption of animals from 10:00 a.m. to 5:00 p.m. Monday through Friday. Minor and/or seasonal changes in hours by the City can occur only following reasonable notification to McLoud.
5. The City agrees that it shall, upon payment by the owner of all applicable animal reclamation fees and cost, release any animal in its custody to the owner thereof or his authorized representative subject to the following:
 - a) The City agrees that it will release no dog or cat entrusted to it until the party receiving the dog or cat shall comply with the City ordinances relating to

vaccination, by vaccination receipt or a DVM's written or verbal acknowledgement for rabies vaccination.

- b) The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal or animal less than twelve (12) weeks.
6.
 - (a) The City shall keep in its custody and properly care for, licensed dogs and cats turned in by McLoud for a period of four (4) full days (96) hours, unless sooner redeemed by the owners thereof. Dogs and cats entered by McLoud whose owner is unknown (no license) shall be held for two (2) days (48) hours unless sooner redeemed by the owner thereof. Animals other than dogs, cats and livestock will be billed as required. Livestock will be held for ten (10) days (240 hours) unless sooner redeemed by the owner thereof. Holidays shall not be counted in the computation prior to disposal, but shall be counted for billing purposes. After the expiration of the required holding period, the City may dispose of the animals as the City sees fit. After the expiration of the required holding period, the City may dispose of all animals as the City sees fit, except for dogs and cats under the age of four (4) months.
 - (b) Those cats and dogs brought to the Shawnee Animal Shelter by McLoud that are under four (4) months of age shall be kept and cared for by the City for forty eight (48) hours. McLoud is required to pick up those animals not claimed or adopted after forty eight (48) hours and disposed of them at McLoud's expense and according to law. Should McLoud not pick up these animal after forty eight (48) hours, the City will bill McLoud \$30.00 per day for each day the animal remains at the shelter until picked by McLoud.
 7. The City agrees that it will provide proper food, water shelter, care and other humane treatment for such animals while they are in the City's possession until placed or otherwise disposed of by the City.
 8. The City agrees that it will provide access to the public in seeking lost or strayed animals during the hours scheduled in paragraph 4 above.
 9. The City and McLoud do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement, brought to the City by McLoud as follows, with payment made by McLoud to the City.
 - (a) Twenty dollars (\$20.00) per animal, per day, for dogs and cats licensed, tagged or with an unknown owner.
 - (b) Thirty (\$30.00) per animal for euthanazation
 - (c) Fifty dollars (\$50.00) per animal, per day, for livestock.
 - (d) Twenty dollars (\$20.00) per animal for incineration or disposal of dead animals.
 - (e) Ten Dollars (\$10.00) per day for feed and care of livestock.

10. McLoud shall purchase and supply to the City all animal entry forms or other required forms for animals.
11. The City shall collect and retain all reclamation/adoption and disposal fees and shall keep proper financial records to account for the same.
12. McLoud may have full information as to method, mean and manner of the operation, maintenance and management of the animal shelter during the terms of this Agreement, including inspection by appointment.
13. In the event the City is required to keep and maintain the animals delivered by McLoud in excess of the periods set out in paragraph 6 hereof, because of requirements of health officials, law enforcement requirements. McLoud or Court Order, McLoud agrees to pay the City the sum of thirty dollars (\$30.00) per day for any day the animal is kept and maintained in excess of the requirements set out in paragraph 6.
14. The City shall keep full and accurate records of all animals brought into the animal shelter and record of their final disposition. It shall individually identify a record of each animal received. A current copy of the above record shall be open to inspection by McLoud. McLoud shall be required to make every reasonable effort to notify the known owners of any animal.
15. McLoud will provide the City with complete copies of McLoud's Animal Control Ordinances and keep and maintain the same current at all times.
16. McLoud, upon delivery of animals to the Animal Shelter, shall unload the animals and shall fill out the property entry forms deemed applicable by the City prior to acceptance of any animal by the animal shelter, and upon signing same shall authorize the conditions as set out above. McLoud shall have no responsibility in the handling of the animals after acceptance to the animal shelter operated by the City.
17. McLoud hereby agrees that any loss resulting from the performance of this Agreement shall be borne by McLoud and further, McLoud hereby agrees to indemnify and hold forever harmless the City and any of its officers or employees from any and all claims for damages of any kind or nature whatsoever, which may hereinafter be made against the City of any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages.
18. It is hereby agreed that the City will not accept delivery of animals that are sick, injured, or unweaned dogs or cats. The City will accept from McLoud unweaned dogs and cats only with the nursing mother dog or cat also. However, under the requirements set out in paragraph 7, it will be the responsibility of McLoud to make proper arrangements to euthanize or adopt all unweaned dogs or cats.

19. On or about the 10th day of each month upon proper claim by the City to McCloud, McCloud shall pay all fees to which the City is entitled under this Agreement.
20. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice thereof to the offending party.
21. The terms of this Agreement shall be from the date of acceptance by the governing bodies of the City to the 30th day of June 2015. This Agreement may be renewed by the mutual consent of both parties, received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the upcoming fiscal year (July 1 through June 30). This Agreement may be renewed from year to year.
22. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party.

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

CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation

ATTEST:

BRIAN MCDOUGAL, CITY MANAGER

PHYLLIS LOFTIS, CMC, CITY CLERK

TOWN OF MCLOUD, OKLAHOMA

By: _____

Title: _____

ATTEST:

TOWN CLERK

Approved as to form and legality this _____ day of _____, 2014

MARY ANN KARNs, CITY ATTORNEY

POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this _____ day of _____ 2014, by and between the Board of City Commissioners on behalf of the City of Shawnee, Oklahoma ("City of Shawnee") and the Pottawatomie County Public Safety Center ("PCPSC").

WITNESSETH:

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

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

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

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

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

1) **TERM/RENEWAL:**

- (a) The term of the Agreement shall commence on the date of execution, and terminate on the 30th day of June 2015.
- (b) This Agreement may be renewed upon the same or different conditions between the Parties annually. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval of the Board of City Commissioners on behalf of the City of Shawnee and the Executive Director of the PCPSC.

2) **CHANGE(S):**

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

3) **NO SEPARATE LEGAL ENTITY:**

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

4) **PURPOSE:**

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

5) **MANNER OF FINANCING:**

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

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

In the event of any termination of this agreement earlier than the 30th day of June 2015, "compensation" as set out below (paragraph 8) shall be based on the usage to the date of termination.

7) **OTHER MATTERS:**

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

8) **COMPENSATION:**

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

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

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

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

9) **SERVICES:**

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

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

10) **TRANSPORTATION:**

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

11) **TRANSITION:**

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

12) **MEDICAL CARE:**

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

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

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

16) **FISCAL LIMITATIONS:**

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

17) **NON-ASSIGNABLE:**

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

18) **SEVERABLE:**

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

19) **LAWS/REGULATIONS:**

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

20) **MULTIPLE COUNTERPARTS:**

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

21) **SECURITY:**

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

22) **COMPLETE AGREEMENT:**

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

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

APPROVED by the Executive Director (or his Designee) of the Pottawatomie County Public Safety Center on this _____ day of _____ 2014.

Sid Stell, Executive Director

Designee/Witness

APPROVED by the Board of City Commissioners of Shawnee, Oklahoma this _____ day of _____ 2014.

BOARD OF CITY COMMISSIONERS OF
SHAWNEE, OKLAHOMA

Wes Mainord, Mayor

ATTEST:

Phyllis Loftis, CMC, City Clerk

APPROVED as to form and legality this _____ day of _____ 2014.

Mary Ann Karns, Legal Counsel for City of Shawnee

LEASE AGREEMENT

This Agreement is entered into this 1st day of July, 2014, by and between the City of Shawnee, Oklahoma, a municipal corporation acting by and through its City Manager, hereinafter "LESSOR", and PROJECT H.E.A.R.T., INC. hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, Project H.E.A.R.T., Inc. is a non-profit corporation organized to receive federal grants to carry on a program of providing meals for elderly persons; and

WHEREAS, in order to carry on the program of providing meals to elderly persons within the City of Shawnee, it is necessary for the LESSEE to have space for operation and utility services; and

WHEREAS, it is beneficial to the public health and welfare in the City of Shawnee for the LESSOR to provide such space and utility services to the LESSEE.

THEREFORE, it is hereby agreed that the LESSOR hereby leases to the LESSEE the non-exclusive right to occupy certain designated spaces at the Shawnee Municipal Auditorium for the purpose of preparing and serving meals to elderly persons for the term commencing the 1st day of July, 2014 and ending the 30th day of June, 2015. LESSEE agrees to pay LESSOR Five Hundred Dollars (\$500.00) per month rent, due by the 10th day of each month. The LESSOR agrees to furnish electric, gas and water utility services to the LESSEE at such location. The LESSOR'S City Manager shall have the right to inspect and approve all appliances used by the LESSEE at the site. The LESSEE agrees that it will not waste any utility services. Waste of utility service found by the City Manager or other representatives of the LESSOR shall be ground for immediate termination of the Lease Agreement. Any changes in operations equipment or appliances shall be subject to the approval of the City Manager.

The LESSEE shall supervise and manage the food service operation and shall interview and hire persons as site manager, part-time outreach worker and custodians and supervise the persons in their duties concerning the program.

The LESSEE shall provide meals for elderly persons. The LESSEE shall conduct health education and health screening. The LESSEE and LESSOR shall coordinate outreach services and referral services. The LESSEE agrees to provide food services of 100 meals per day for elderly persons in the City of Shawnee. Such meals shall be noon meals, five days a week, 250 days a year, excluding eleven (11) holidays and weekends at both sites, the Shawnee Municipal Auditorium.

Personal property owned by the LESSEE shall remain the property of the LESSEE. However, the LESSOR shall have the right to use the LESSEE'S tables and

chairs when they are not in use by LESSEE. Said tables and chairs are not to leave the premises.

LESSEE agrees that space shall be provided at the Shawnee Municipal Auditorium for a site manager six hours per day of each day of operation.

The LESSEE will contract with the Shawnee Senior Center, Inc., for janitorial services.

The LESSEE shall provide pest control and termite control, and minor maintenance at the site.

The LESSOR shall provide major repairs and exterior maintenance to City owned facilities as required.

The LESSEE shall provide keys to the LESSOR for all locks on all doors, which the LESSEE may lock at both sites. Failure to provide such keys shall be grounds for the LESSOR to have such locks opened and keys made by a locksmith at the LESSEE'S expense.

The LESSEE shall provide to the LESSOR the names of responsible parties for the site, and the name, address and telephone number of a person who may be contacted on a 24-hour basis.

The LESSOR agrees to provide to the LESSEE a schedule of activities during hours which the LESSEE is not operating its services at the site. The LESSOR shall have the exclusive right to schedule activities at the site during the hours that the LESSEE is not conducting its operations with the exception of the kitchen. It is understood that the Kiwanis Pancake Feed shall be conducted at the Municipal Auditorium and that the kitchen therein shall be used in connection herewith.

This lease may be canceled by either party upon 60 days notice in writing to the other party. Notice to the LESSEE shall be addressed to the other party. Notice to the LESSEE shall be addressed to Project H.E.A.R.T., Inc., P.O. Box 3367, Shawnee, Oklahoma 74802-3367 and notice to the LESSOR shall be addressed to the City Manager, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed the day and year first above written.

LESSOR: CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation,

(SEAL)

BRIAN MCDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

LESSEE: PROJECT H.E.A.R.T., INC.

BY: _____
President

Subscribed and sworn to before me this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form and legality this _____ day of _____, 2014

MARY ANN KARNS, CITY ATTORNEY

AGREEMENT

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

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

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

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

1. The City hereby grants the right and privilege to Dace Dockery to lease the property located generally at the North West corner of Westech and what would be Leo Street, City of Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2014 and end on June 30, 2015 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall

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

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

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

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

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

IN WITNESS HEREOF the City of Shawnee, and Dace Dockery, by their representatives, set their hands to this Agreement on the ____ day of _____, 2014.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____
BRIAN E. McDOUGAL, CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CITY CLERK

AGREEMENT

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

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

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

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

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

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

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

2. This Agreement shall commence on July 1, 2014 and end on June 30, 2015 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the YMCA, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the YMCA shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the YMCA shall become the property of the City unless otherwise mutually agreed to in writing by the City and the YMCA. The Parties acknowledge that the YMCA shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the YMCA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS HEREOF the City of Shawnee, and Troy & Dollie Smith Family YMCA, by their representatives, set their hands to this Agreement on the ____ day of June, 2014.

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
Brian E. McDougal, City Manager

ATTESTED:

Phyllis Loftis, CMC, City Clerk

Troy & Dollie Smith Family YMCA

By: _____
PRESIDENT/CHAIRMAN

ATTEST:

CLERK

AGREEMENT

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

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

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

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

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

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

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

2. This Agreement shall commence on July 1, 2014 and end on June 30, 2015 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the STLTC, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the STLTC shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the STLTC shall become the property of the City unless otherwise mutually agreed to in writing by the City and the STLTC. The Parties acknowledge that the STLTC shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the

STLTC.

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

will be responsible for informing all other entities using the City property of the rules and obligations for the use of the property.

6. The STLTC will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the STLTC, its invitees, employees, representatives and successors from the failure of the STLTC to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by STLTC, its employees, officers, successors and assigns resulting in injury of any kind.
7. The STLTC, at its expense, shall keep in force, during the term of this Agreement, Public Liability Insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the STLTC against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the fields by any entity other than STLTC will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and STLTC to be covered by the policy.
8. The STLTC will provide maintenance to grounds around the building and

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

9. The STLTC will exercise reasonable efforts to make its customers aware of parking regulations during STLTC activities to assist the City in an effort to

insure that the ground and vegetation of the Property, and adjacent premises, are not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.

10. The STLTC agrees to provide activities, primarily for Shawnee area residents without discrimination as to race, religion, color, creed, sex or national origin.
11. If any person believes that the STLTC has violated the provisions of this Agreement, and has exhausted all appeal procedures through the STLTC Board, that person may file a written complaint with the City Manager or his designee. The City Manager or his designee shall so advise the STLTC, provide it with a copy of the complaint, and give the STLTC ten (10) days to consult with counsel and file a written response with the City Manager or his designee. Thereafter, the City Manager or his designee may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the STLTC, advise of a ruling on the matter. Failure of the STLTC to follow the directions so given by the City Manager or his designee may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the STLTC Board. Alternatively, the STLTC may designate one (1) person to serve as liaison between the STLTC and the City Parks Department to address issues regarding maintenance and program administration. The STLTC will provide the City semi-annual financial statements and reports of business activities. There shall be ultimate City Commission review for capital improvements in excess of twenty five thousand dollars (\$25,000.00). The STLTC shall permit City or City's

designee to conduct a financial review of its operations at any time per discretion of the City.

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

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

parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Shawnee Twin Lakes Trap Club, Inc., by their representatives, set their hands to this Agreement on the ____ day of July, 2014.

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
Brian McDougal, City Manager

ATTESTED:

Phyllis Loftis, City Clerk

SHAWNEE TWIN LAKES TRAP CLUB, INC.

By: _____
PRESIDENT/CHAIRMAN

ATTEST:

CLERK

AGREEMENT

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

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

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

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

1. The City hereby grants the right and privilege to the MLOUD PUBLIC WORKS AUTHORITY to lease the Mower for the sole purpose of maintaining Wes Watkins Reservoir.
2. This Agreement shall commence on July 1, 2014 and end on June 30, 2015 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms for five (5) years, unless revoked in writing by either of the parties by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have

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

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

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

IN WITNESS HEREOF the City of Shawnee, and McCloud Public Works Authority, by their representatives, set their hands to this Agreement on the ____day of November, 2014.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____
BRIAN E. McDOUGAL, CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CITY CLERK

By: _____
MCCLOUD PUBLIC WORKS AUTHORITY, LESSEE

ATTESTED:

TOWN CLERK

AGREEMENT

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

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

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

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

1. The City hereby grants the right and privilege to the YMCA to lease the Mower for the sole purpose of maintaining Dockery Ball Park, Milstead Ball Park, and Lilac Ball Park.
2. This Agreement shall commence on July 1, 2014 and end on June 30, 2015 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. On July 1, 2012, it was agreed that this agreement shall automatically renew for successive one (1) year terms for four (4) years, unless revoked in writing by either of the parties by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving thirty (30) days notice, in writing to the other Party of its intention to terminate

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

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

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

IN WITNESS HEREOF the City of Shawnee, and the YMCA, by their representatives, set their hands to this Agreement on the ____ day of June, 2014.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____
BRIAN E. McDOUGAL, CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA

By: _____
CHAIRMAN

TROY & DOLLIE SMITH FAMILY YMCA

By: _____
EXECUTIVE

ATTESTED:

CLERK

LEASE AGREEMENT

This Agreement, made and entered into this ____ day of _____ 2014, by and between **The City of Shawnee**, a Municipal corporation, "**Lessor**" and **The Central Oklahoma Economic Development District (COEDD)**, an agency of the State of Oklahoma, "**Lessee**";

WITNESSETH:

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

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

1. The **Lessor** hereby leases, lets and rents unto the **Lessee** that portion of the Shawnee Municipal Auditorium described as: A portion of the west area of the Municipal Auditorium formerly known as the area west of gymnasium all containing 8168 square feet, more or less, hereinafter called leased premises, commencing on the **1st** day of **July, 2014**, and ending on the **30th** day of **June, 2015**. Consideration for said lease shall be **\$1,000.00** per month, which the **Lessee** agrees to pay the **Lessor** as rent. Said sum is the amount representing the rental for said leased premises and utilities, except telephone service.

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

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

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

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

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

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

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

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

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

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

LESSOR: THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ATTEST:

BY _____
Brian E. McDougal, City Manager

BY _____
Phyllis Loftis, CMC, City Clerk

LESSEE: CENTRAL OKLAHOMA ECONOMIC
DEVELOPMENT DISTRICT

BY _____
Executive Director

AGREEMENT FOR ROW MAINTENANCE SERVICES

This contract, made and entered into this _____ day of _____, 2014, between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and South Central Industries, Inc., 130 North Louisa, Shawnee, Oklahoma, hereinafter referred to as "Contractor".

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

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

1. The term of this contract is from July 1, 2014 to June 30, 2015. At the end of the term of the contract, the City may continue the contract for the succeeding fiscal year or discontinue the contract with no penalty upon thirty (30) days written notice to the Contractor at any time.
2. The City agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contractor's obligations, the sum of \$1,875.00 per month.
3. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.
4. Contractor shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the City.
5. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
6. The Contractor shall procure a policy of Workers' Compensation Insurance and shall procure a policy of liability insurance, the terms, limits and conditions of which shall be acceptable to the City.
7. The Contractor shall furnish transportation for its workers to and from the various Right of Way locations and transport trash to dumpsters at various locations. Cleanup location list attached to contract.
8. The City shall provide necessary supplies so the Contractor can pick up trash in accordance with the list.
9. It is agreed this agreement shall not be construed as a joint venture agreement or partnership between the City and the Contractor, and the Contractor is not an agent or entity of the City. On the contrary, the Contractor is an independent contractor and shall be responsible for its acts and omissions..

CLEANUP LOCATIONS

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

IT WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this ____ day of _____ 2014.

CITY OF SHAWNEE, OKLAHOMA

BY: _____
BRIAN E. MCDOUGAL
CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS
CITY CLERK

SOUTH CENTRAL INDUSTRIES, INC.

BY: _____
ADMINISTRATOR

Don Lynch

From: Matthew Miller
Sent: Wednesday, May 21, 2014 4:39 PM
To: Don Lynch
Subject: FW: Blackboard Connect Renewal Information - CITY OF SHAWNEE
Attachments: CITY OF SHAWNEE _CONNECT Renewal Notice_06-30-2015_0060000000AHTX3.pdf

From: Faith Knight [mailto:Faith.Knight@blackboard.com]
Sent: Wednesday, May 21, 2014 12:51 PM
To: Matthew Miller
Subject: Blackboard Connect Renewal Information - CITY OF SHAWNEE

Hi Matthew,

I left you a voice mail as well. I hope you are doing well today! My name is Faith Knight and I am your new Blackboard Renewal Specialist. I am reaching out to inform you that your Connect licensing agreement is set to renew on **July 1, 2014**. I have attached the renewal notice for your review.

If you could please reply back to confirm receipt and your intent to renew. Also, Blackboard requires a Purchase Order* to complete the renewal process. When you are ready you may forward a copy of the PO to my attention via e-mail. Once completed, our Billing Ops Team will e-mail the actual invoice to you.

**Note: If your institution does not require to send a PO for invoice payment, please reply back "PO not required, please send invoice for payment".*

If you are not the appropriate point of contact, please let me know so I can send the renewal to the correct person.

Best Regards,

Faith Knight
Renewals Specialist
Blackboard Inc.
T : 615.761.5726
M : 615.944.0099
blackboard.com



This email and any attachments may contain confidential and proprietary information of Blackboard that is for the sole use of the intended recipient. If you are not the intended recipient, disclosure, copying, re-distribution


 Blackboard Inc.
 650 Massachusetts Ave NW
 6th Floor
 Washington DC 20001
 P +1.202.463.4860
 F +1.202.466.4863
blackboard.com



February 25, 2014

Client Contact Information	Send Purchase Order (if required to pay invoice) to:
CITY OF SHAWNEE PO BOX 1448 SHAWNEE, OK 748021448 (405)-878-1650 Client ID: 335346	Blackboard, Inc. 650 Massachusetts Ave., NW, 6 th Floor Washington, DC 20001 201-318-2619 (eFax) Federal ID # 2081178

Renewal Quote: July 1, 2014 – June 30, 2015

Production Description	Term	Price
Connect Service	11,278 Recipients x \$1.91	\$21,540.98
	Annual Support fee	\$957.13
	Weather Alert Service	\$2,500.00
Total Due		\$24,998.11

The pricing listed here is based on your contract with Blackboard, Inc. and is provided to facilitate generation of purchase orders. An invoice will be issued for payment. This quote is valid for 30 days from date of issue.

If you are able to pay your invoice without a Purchase Order, please respond **Adam Parker** at **Adam.Parker@blackboard.com** with an affirmative response on your renewal and the renewal will be processed and invoiced.

Regular Board of Commissioners

2. d.

Meeting Date: 06/02/2014

Contract Review COCAA/COTS

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve recommendation from the Contract Review Committee regarding the renewal of agreement with COCAA/COTS for FY 2014-15

Attachments

Recommendation

COCAA/COTS Audit Mgmt Letter and Answer

COMMUNITY SERVICE CONTRACT REVIEW COMMITTEE
RECOMMENDATION FROM THE MAY 28, 2014 MEETING

REQUEST: Approve renewal of contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit for funding for FY 2014-15.

STATEMENT AND RECOMMENDATION:

While the Community Service Contract Review Committee recognizes that transportation is important to our community, the Committee still has concerns regarding the provision of public funds to this organization. There are ongoing issues that have been present for several years, however, this Committee hopes to find a resolution that is in the best interest of the community. It is our recommendation that COCAA/COTS provide the City of Shawnee with a mid-year audit review prepared by their auditors to determine if their findings from the 2013 audit are being addressed. We further recommend that the City not foreclose on any funding option, which could include funding this organization for the entire fiscal year, a partial fiscal year or not funding at all. It is further recommended that the funding request from COCAA/COTS be reviewed again in January, 2015.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

MANAGEMENT LETTER

March 31, 2013

1. INTERNAL CONTROLS RELATED TO VENDORS

During our examination of controls over maintenance of the vendor file and review of the processes involved in adding new vendors, we noted the duties are not appropriately segregated. The same position originates and maintains the vendor listing without any mandatory third party intervention. The opportunity of setting up inappropriate/bogus vendors is enhanced when there is a lack of adequate segregation of duties with parties that do not have access to vendor listings. Without such segregation of duties, the risk is increased for false and non-existent vendors to be set up and not detected in the normal course of business.

SAUNDERS & ASSOCIATES, PLLC recommends COCAA evaluate the current procedures related to vendors and implement processes where at least two parties are required to set up or maintain the vendor list. Additionally, at least one party has to be someone outside the fiscal department who has no access to the vendor system. Any changes to the vendor list should be submitted to management for approval.

2. INTERNAL CONTROLS RELATED TO PETTY CASH

During our examination of petty cash procedures and transactions, we noted instances of petty cash funds not being reported in the general ledger, checks for petty cash replenishments are not being made out to a custodian, reconciliations of the petty cash activity were not being signed as approved by two individuals and audits of the petty cash accounts at the satellite offices were not conducted as mandated by organizational policies.

SAUNDERS & ASSOCIATES, PLLC recommends procedures over petty cash be improved and enforced. Improvements to policies should include requirements that all activity be reconciled and recorded in the general ledger and that checks should only be written to the designated petty cash custodian for replenishment.

3. INTERNAL CONTROLS RELATED TO REVIEW AND APPROVAL OF BANK RECONCILIATIONS

Sound internal controls include an independent review of bank reconciliations by someone other than the individual who prepared them or whose duties do not include the bookkeeping function. The reconciliations are not being reviewed or are not being documented as being reviewed by someone outside the bookkeeping function. Also, the statements and reconciliations should be reviewed by the board's audit/finance committee on a routine basis as part of an ongoing monitoring program. Any unusual items should be noted, investigated and fully resolved each period.

4. INTERNAL CONTROLS RELATED TO PO APPROVAL

During our review of expenses of the Agency, it was noted that a purchase order (PO) was routinely used for transactions; however, we noted that the PO was not always approved by the program director or his/her designee. Additionally, it was noted individuals were approving PO's for themselves. It was also noted where purchase orders are not being created consistently for travel account transactions.

A purchase order should be prepared and accompany all transactions for approval, except those specifically identified. The purchase order should be approved by the appropriate persons as outlined in the Agency's disbursement procedures.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

MANAGEMENT LETTER

March 31, 2013

5. INDIRECT COST ALLOCATION PLAN

COCAA has a cost allocation plan which is specific in guidance on the distribution of indirect costs. The plan, however, has not been utilized. Instead, costs are only charged directly to those programs that can bear the administrative costs.

SAUNDERS & ASSOCIATES, PLLC recommends COCAA re-evaluate the current cost allocation methodology and align those efforts with the plan adopted and to more equitably distribute indirect costs.

COCAA's Responses to the March 31, 2013 audit management letter

1. Internal Controls Related to Vendors

COCAA has a small accounting staff of only three members. A new vendor form has been created that the Accounts Payable Clerk will fill out with the new vendor information. This form will be reviewed by the Executive Director and approved before the vendor will be placed in the accounting system. In addition to this process, all checks require two signatures. At least one must be a COCAA board member and the other can be either a COCAA board member or a COCAA staff member. These signatories also review the checks as they are signing for any questionable activities and if necessary, review the documentation for the check.

2. Internal Controls Related to Petty Cash

Petty Cash procedures were updated and approved by the Board of Directors in January 2014 when the updated fiscal policies and procedures were reviewed and approved. At that time, Custodians were directed to submit a transaction report at the end of every month to be recorded and reconciled in the correct month. Both the procedure and enforcement have been improved.

3. Internal Controls Related to Review and Approval of Bank Reconciliations

The Finance Director reconciles the bank statement and general ledger on a monthly basis. All reconciliations, including any adjusting journal entries resulting from the reconciliations are reviewed monthly by the Executive Director and filed with the current year's accounting files. Beginning in FY2014, April 2014, bank reconciliations will be reviewed monthly by the Finance Committee of the Board of Directors.

4. Internal Controls Related to PO Approval

Internal controls have been reviewed and new procedures in place where at least two different people sign purchase orders, one being the Program Director or Executive Director when appropriate.

5. Indirect Cost Allocation Plan

A new cost allocation plan was approved with the new fiscal policies and procedures in January 2014. Staff is working to correct where possible for current contracts and to make sure proper allocation is taking place for the new fiscal year.

Regular Board of Commissioners

2. e.

Meeting Date: 06/02/2014

Refund DC and DB Contributions B Santino

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution and Defined Benefit plans for Billy Santino.

Regular Board of Commissioners

2. f.

Meeting Date: 06/02/2014

Lake Lease Transfer

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Lake Lease:

Transfer

- Lot 6 Green Tract, 32009 Hornbeck Road
From: Gary Roe and Teresa Roe
To: Teresa Roe
-

Attachments

Lot 6 Green Tract Transfer



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

**SHAWNEE TWIN LAKES CABIN SITE LEASES
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	05/28/14	License No. 017953
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer
Commission Meeting Date	06/02/2014	
Property Address	32009 Hornbeck Rd	
Lake Site Location	Lot 6 Green Tract	
Lease Dates	9/29/2009 – 10/19/2014	
Lease Fee (changes annually)	\$400.00	
Inspection Fee	\$75.00	Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	TERESA ROE	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	GARY & TERESA ROE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input type="checkbox"/> NONE	
Last Inspected/Pumped	N/A	
Misc. Comments	Total Charges Paid: \$400.00	

Regular Board of Commissioners

2. g.

Meeting Date: 06/02/2014

Mayor's Appointment

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Appointments:

Planning Commission

Susie Clinard 1st Full Term Expires 06-01-2017

Replaces Brad Carter – Termed out

Dell Kerbs 1st Full Term Expires 06-01-2017

Replaces Kirk Hoster – Termed out

Robbie Kienzle 1st Full Term Expires 06-01-2017

Replaces Shawna Turner – Termed Out

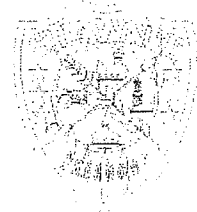
Attachments

Planning Comm Application for S Clinard

Planning Comm Application for D Kerbs

Planning Comm Application for R Kienzle

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Susie Clinard</u>		Application Date: <u>5/26/2014</u>	
Address: <u>1250 Augusta Ct., Shawnee, OK 74801</u>			
Mailing Address: <u>1250 Augusta Ct., Shawnee, OK 74801</u>			
Daytime Phone: <u>405-214-2089</u>		Fax: <u>n/a</u>	
		Email: <u>SClinard99@gmail.com</u>	
Profession: <u>retired - former VP of HR</u>			
Business Name: <u>n/a</u>			
Business Address: <u>n/a</u>			
Business Phone: <u>n/a</u>		Fax: _____	
		Email: _____	

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? 2 1/2 years

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

<input 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 checked="" 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?

Shawnee continues to grow in the housing, retail and industrial segments. It's important that the planning commission work closely with these entities to assure these projects contribute improving the quality of life for our citizens while following the guidelines outlined by our planning dept. With my background in design and community development, I feel I could be an asset to the planning commission.

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?

My degree in historic preservation, founding Director of the Ok Main St. Program, 12 years working with local cities and boards in 31 towns on community development and design issues and 10 plus years

as a volunteer working with Historic Savannah Foundation on preservation design review and development issues has provided solid experience and a unique insight into community issues related to good and bad planning decisions.

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

Friends of the Mabee-Gerrer Museum of Art.
Downtown Arts Association, Shawnee Chamber of Commerce member (family)
PAVE, Augusta Ct. Homeowners Association

List education, including degree(s) earned:

B.F.A. Historic Preservation, Savannah College of Art & Design

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

No

Yes - Savannah, GA - Cultural Affairs Commission

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Melvina Heisch	Deputy SHPO, OK Hist. Soc.	405-522-4484
Tonya Ricks	M-G MOA, Dir. of Development	405-878-5604
Sally Ferrell (Mrs. Don)	Chandler, OK	405-258-1891

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 Susie Cleland Date May 26, 2014

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

SUE ELLEN CLINARD
1250 Augusta Court
Shawnee, Oklahoma 74801
405-214-2089 (h)
405-777-8440 (c)

PROFESSIONAL EXPERIENCE:

August 1999 to March 2006
Vice President for Human Resources
Savannah College of Art and Design
Savannah, Georgia

Responsibilities: Coordinated a staff of fifteen to facilitate the hiring of faculty, administrative and support staff for a workforce of approximately 1200 employees. Additionally, this included overseeing the faculty credential process, designated officer for SCAD/J-1 exchange program and administering the benefits program. The benefits program included PPO health plan, retirement, insurance, profit sharing, employee assistance, workers' compensation and FMLA. The training initiative for all employees was also in this department.

July 1996 to August 1999
Dean of Special Programs
Savannah College of Art and Design
Savannah, Georgia

Responsibilities: The coordination and management of four departments: Gallery Department, Trustees Theater, Events and Conferencing and Community Outreach which supported the academic programming of the college, enhanced the college's reputation and enriched the local cultural community.

Accomplishments: Gallery exhibitions included over 100 exhibits a year featuring international, national and regional artists as well as faculty and student shows exhibited in ten on-campus galleries in venues both local, national and international. Events included annual Sidewalk Arts Festival, Arts on the River, Founder's Day and partnerships to produce other events on campus and with non-profit groups off campus. Programming for Trustees Theater included the distinguished lecture series, Trustees Performance Series, Film Festival, video and computer art programming, annual fashion show, student productions and many other programs for the campus and community. The Community Outreach Programming provided community workshops, tours and community outreach grants.

November 1985 to June 1996
Director, Oklahoma Main Street Program
Oklahoma Department of Commerce
Oklahoma City, Oklahoma

Accomplishments: Created and directed the Oklahoma Main Street Program. The program was responsible for \$100 million in private investment, 3,000 jobs and 1,000 new businesses in 31 towns in Oklahoma.

Responsibilities: Directly supervised five staff members: architect, business consultant, two training specialists and program assistant. The \$430,000 annual budget included a \$100,000 contract with the National Main Street Center/National Trust for Historic Preservation for annual contract services and consultants.

Developed, coordinated and delivered contractual services to Main Street towns working directly with local non-profit professional staff, board of directors and committee structure. Services included: organizational and board development, strategic planning, design/architectural services, marketing, and economic development workshops and training sessions on-site.

In addition to contractual services for Main Street towns, developed and coordinated state, regional and national conferences, workshops, training sessions and publications for other communities in the State of Oklahoma.

January 1984 to November 1985
Program Manager
Georgetown Main Street Program
Georgetown, Texas

Accomplishments: Working with community volunteers, responsible for \$8 million of private investment, 300 jobs and 100 businesses within a National Register historic courthouse square district.

Responsibilities: Served as a department head for the City of Georgetown to implement the Main Street 4-Point Approach to downtown revitalization in a town of 12,000. Coordinated local historic preservation ordinance and design changes with local property owners. Working with committees coordinated 12 annual retail, image and special events for audiences up to 5,000. Coordinated planning for a \$500,000 tax assessment district and sidewalk improvement project dedicated during the Texas Sesquicentennial.

EDUCATION:

1983 B.F.A. Historic Preservation, Savannah College of Art and Design,
Summa Cum Laude

1983 Preservation Institute: Nantucket, Massachusetts. University of
Florida School of Architecture

AWARDS/HONORS:

1990 Governor's Extra-Meritorious Service to the State of Oklahoma Award
1992 Citation of Merit Award for Preservation Leadership for Oklahoma Main
Street Program (OMSP), OK Historical Society
1992 Shirk Memorial Award for Historic Preservation in Oklahoma for
OMSP
1993 Governor's Arts Award: Special Recognition Award
1994 AIA Central Chapter Award for OMSP
1994 Outstanding Alumni Award, Savannah College of Art and Design
1995 Oklahoma Heritage Association Special Merit Award for Historic
Preservation for OMSP
1995 Corporate Best Boss/Worst Boss, 1 of 12 national finalists for Best
Boss
1995 Governor's Proclamation: Susie Clinard Appreciation Day at the
State Capitol

BOARDS/AFFILIATIONS

Current Affiliations:

- Member, Oklahoma Historical Society (20+years)
- Shawnee Chamber of Commerce, Steering Committee for OU Institute
for Quality Communities
- Secretary, Downtown Arts Association, Shawnee, OK
- Historian, Friends of the Mabee-Gerrer Museum of Art
- President, Augusta Court Homeowners Association

Past Affiliations:

- President, Historic Savannah Foundation, Savannah, Georgia – 2 years
- President, Ossabaw Island Foundation – 2years
- Board member, St. Paul's Episcopal Church Development Corp.
- Board member, City of Savannah Cultural Affairs Commission
Mayor's appointment
- Founding board member, Downtown Business Association, Savannah,
GA
- Board member, Preservation Action, Washington, D.C.
- Board member, The Girl Scout Council of Savannah, GA
- Board of Trustees, Savannah College of Art and Design,
Savannah, Georgia, 1994-1997

Sue Ellen Clinard

- Chairman, OK Historic Preservation Review Committee
Governor's appointment
- Task Force to establish, Oklahoma Route 66 Association
- Task Force to establish, Preservation Oklahoma, Inc.
- Charter Member, OK Chapter, Community Development Society
- Member, OK Chapter, American Society for Training and Development (ASTD)

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Dell Kerbs</u>	Application Date: <u>5-28-14</u>
Address: <u>1212 Windsor Pl</u>	
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405-609-0308</u>	Fax: _____ Email: <u>okclimo@sboglobal.net</u>
Profession: <u>Business owner</u>	
Business Name: <u>Coney Island</u>	
Business Address: <u>111 N. Bell St.</u>	
Business Phone: <u>405-225-9077</u>	Fax: _____ Email: _____

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? 15.25

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

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

at the request of the Mayor

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?

Downtown Interest

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

SEFF

List education, including degree(s) earned:

Business Adm.

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

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Jessie Compton	Friend	275-9077
Janice Healy	Mother	878-6732
Justin Erickson	Friend	878-1666

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 5-28-14

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

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Robbie Kienzle</u>	Application Date: <u>5/30/14</u>
Address: <u>1714 N. Oklahoma</u>	
Mailing Address: <u>same</u>	
Daytime Phone: <u>405/297-1740</u> Fax: <u>405/297-1631</u> Email: <u>robbie.kienzle@okc.gov</u>	
Profession: <u>Planning & Implementation, Liaison for OKC's office of Arts & Cultural Affairs</u>	
Business Name: <u>OKC Planning Department</u>	
Business Address: <u>420 W. Main 9th floor</u>	
Business Phone: <u>405/297-1740</u> Fax: <u>405/297-1631</u> Email: <u>robbie.kienzle@okc.gov</u>	

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

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

How many years have you lived in Shawnee? 18 years

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

<input type="radio"/> Airport Advisory Board	<input type="radio"/> Library Board
<input type="radio"/> Beautification Committee	<input type="radio"/> Oklahoma Baptist University Trust Authority
<input type="radio"/> Board of Adjustment (Zoning)	<input checked="" type="radio"/> Planning Commission
<input type="radio"/> Cable TV Advisory Committee	<input type="radio"/> Regional Park Oversight Committee
<input type="radio"/> Civic and Cultural Development Authority	<input type="radio"/> Shawnee Hospital Authority
<input type="radio"/> Community Service Contracts Review Committee	<input type="radio"/> Shawnee Urban Renewal Authority
<input type="radio"/> Economic Development Foundation, Inc. Board of Trustees	<input type="radio"/> Tourism Advisory Committee
<input type="radio"/> Housing Authority	<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'm interested in how the City grows and modernizes, neighborhood growth patterns, improving property values through good planning (transportation and finding ways for multiple entities to collaborate for greater sustainability (financial and environmental).

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?

my 15+ years in City government developing neighborhoods, airport campuses, downtown OKC and now arts and cultural affairs. (Bio attached)

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

Cultural Development Corporation of Central Oklahoma (includes Shawnee) and programming/marketing for the Arts Council's Community Arts Education Program.

List education, including degree(s) earned:

attended Fullerton College and University of Central Oklahoma. Completed state of Oklahoma's Certified Public Mgr Exec Devel Seminar, rec'd certification for Economic Development Finance Professional from the

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

no

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Pam Stephens	Friend	273-3500
Robin Talley	Friend & Husband's law father	273-4801
Julia Kite	Friend & work colleague	226-8514

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 [Signature] Date 5/30/14

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
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 dmayo@ShawneeOK.org

ROBBIE KIENZLE, LIAISON
OFFICE OF ARTS & CULTURAL AFFAIRS
CITY OF OKLAHOMA CITY PLANNING DEPARTMENT

On July 6, 2012, Robbie Kienzle assumed the role of Arts & Cultural Affairs Liaison for the City of Oklahoma City. This is a new position created in the recently approved city budget to support the development of arts and cultural initiatives because of the critical role arts and culture plays in enhancing quality of life and facilitating economic development.

Prior to assuming this position, Ms. Kienzle served for four years as Head of the Urban Redevelopment Division within the Planning Department. She has worked for the City for 15 years and has more than 20 years experience connecting arts, architecture and urban redevelopment to support the City's growth and development. Ms. Kienzle has also served as the Director of the Festival of the Arts, Executive Director of the American Institute of Architects, Oklahoma Main Street Manager for the City of Shawnee, and Visual Arts Consultant for the MAPS Library, Ballpark and Canal projects.

In addition to general support for arts and culture initiatives, Ms. Kienzle's new post oversees Arts Commission matters and work with Parks, Public Works, MAPS and various authorities of the City to implement the 1% for Arts ordinance established by the City Council in 2009.

Regular Board of Commissioners

5.

Meeting Date: 06/02/2014

Employee of the Month

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

City Manager's Presentation of Employee of the Month to Marvin Wilson, Utilities Department.

Regular Board of Commissioners

6.

Meeting Date: 06/02/2014

SCCDA Presentation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation by Randy Gilbert, Chairman of the Shawnee Civic and Cultural Development Authority, regarding use of funds budgeted from FY 2013-2014 and proposed use of funds to be budgeted FY 2014-15

Regular Board of Commissioners

7.

Meeting Date: 06/02/2014

Board of Directors for VSI

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action to confirm members of Board of Directors for Visit Shawnee, Inc.

Attachments

Memo on VSI

List of Board of Directors VSI

Draft By laws VSI

Mayor
WES MAINORD



The City of Shawnee
Office of the City Manager

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

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

Date: June 2, 2014

To: City Commissioners

From: Wes Mainord, Mayor
Brian McDougal, City Manager

RE: Approval of the Board of Directors for Visit Shawnee, Inc.

Nature of the request:

A committee was formed that included Mayor Mainord and the City Manager, Brian McDougal as well as the Chamber President, Dr. David Whitlock, Immediate Past Chamber Chair, Joe Ford, existing CVB Board Member, Kelly Chandra as well as the Chamber Director, Nancy Keith and CVB Director, Kinlee Farris. The committee met and nominated the attached list of members that will form the new Visit Shawnee, Inc., and is based on the recommendation of our consultant Bill Geist of Zeitgeist Consulting. It follows Mr. Geist recommendation of placing individuals on this board based on their specific vocations, with the caveat that the board is a bit smaller than he suggested. The Commission task is to ratify the list of proposed members. The newly formed board is scheduled to meet June 4.

Staff Analysis/Considerations:

Although the board meets June 4, the International Youth Finals Rodeo is just after Independence Day. Due to this being the largest event in Shawnee all year long, CVB staff will be very busy over the next 45 days. Therefore we anticipate short delay beyond our initial starting date of July 1.

Recommendation:

Approval of the board of directors

Budget Consideration:

None.



Visit Shawnee, Inc

New Board Appointees

<u>Name</u>	<u>Industry Represented</u>	<u>Employer</u>	<u>Term Expires</u>
Kirit (Kelly) Chandra	Lodging	Champion Hotels	06/30/2018
Chris Clark	Financial	Arvest Bank	06/30/2018
Randy Gilbert	County/Expo Trust	Gilbert & Sons Trucking	06/30/2018
Pat Hughes	Retail	Teners	06/30/2015
Bill Mayfield	Arts/Culture	St Gregory's University	06/30/2015
Brian Morris	Education	Oklahoma Baptist University	06/30/2016
Jason O'Connor	Tribal	Citizen Potawatomi Nation	06/30/2016
Jennifer Podest	"Big Business"	Shawnee Mall	06/30/2016
Ken Stafford	Restaurants/Catering	Droffats, Inc	06/30/2015
Suzanne Gilbert	Chamber incoming chair	Tecumseh Tag Agency	voting
David Whitlock	Chamber Chair	Oklahoma Baptist University	voting
Wes Mainord	City of Shawnee	Mayor	voting
Brian McDougal	City of Shawnee	City Manager	voting
Mike Jackson	Operations Manager	Heart of OK Expo Center	Ex-Officio/non-voting
Kinlee Farris	Executive Director	VSI Staff	non-voting
Leitha Cantrell	Tourism Development	VSI Staff	non-voting

APPENDIX A

RECOMMENDED BY-LAWS

BYLAWS OF VISIT SHAWNEE, INC. AN OKLAHOMA NONPROFIT CORPORATION

ARTICLE I NAME

The name of this Corporation shall be Visit Shawnee, Inc., hereafter referred to as the Corporation.

ARTICLE II PURPOSE AND OBJECTIVES

Section 1. This Corporation is organized and shall be operated as an Oklahoma Nonprofit Corporation and shall operate under such laws as set forth by the State of Oklahoma.

Section 2. This Corporation shall endeavor to increase visitor spending in the City of Shawnee, Oklahoma, by coordinating the community's visitor assets and marketing them to leisure travel consumers, motor coach operators and meeting, event and sports tournament planners.

ARTICLE III OFFICES

The Principle Office for the transaction of the business of the Corporation is fixed and located at such place or places within the City of Shawnee, Oklahoma, as the Board of Directors shall determine.

ARTICLE IV DIRECTORS

Section 1. Powers of the Board

The Board of Directors shall have the power

A. With affirmation from the City of Shawnee, to select and remove all officers of the Corporation and prescribe their powers and duties;

B. To select and remove the Chief Executive Officer and prescribe his/her powers and duties;

- C. To conduct, manage and control the affairs of the business of the Corporation that they may deem in the best interest of said Corporation;
- D. To designate the places for the holding of meetings of the Board of Directors;
- E. To change the name of the Corporation;
- F. To contract with, and accept payments from, the City of Shawnee and other units of local, state and federal government to provide tourism marketing and sales services on behalf of the community;
- G. To contract with, and accept payments from, private sector businesses with which the Corporation can extend its tourism marketing and sales services on behalf of the community;
- H. To borrow money and incur indebtedness for the purposes of the Corporation and to cause to be executed and delivered therefore in the corporate name any promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, financing statements, hypothecations, or any other evidences of debt and security therefore;

Section 2. Number Qualifications and Term of the Board of Directors

The Board of Directors of this Corporation shall consist of a thirteen (13) voting partners, elected for three year terms by the Board. At least one member will be employed by or represent the City of Shawnee, Oklahoma. Directors must represent the following industries:

- a. 1 general manager/owner of a Shawnee hotel
- b. 1 general manager/owner of a Shawnee restaurant
- c. 1 owner/manager of a Shawnee retail business
- d. 1 Arts/Cultural leader
- e. 1 Financial Industry President/VP
- f. 1 “Big Business” or Developer (owner or president)
- g. 1 education/medical leader
- h. Mayor, City of Shawnee
- i. City Manager, City of Shawnee
- j. Chair, Shawnee Chamber of Commerce
- k. Chair-Elect, Shawnee Chamber of Commerce
- l. 1 appointment of a Native American tribe
- m. Chairman of the Shawnee Civic and Cultural Development Authority

The operations manager of the Heart of Oklahoma Expo Center shall serve ex officio and non-voting.

A director may not serve more than two (2) consecutive terms, unless the director is serving by virtue of a specific position. The Board of Directors may also include ex-

officio members as the Board may deem appropriate. The Board shall determine whether ex-officio members are voting or non-voting members.

Board members must have a substantial connection to Shawnee. By way of example, the director should either be the owner or general manager of a Shawnee business; or reside in the City limits; or reside in a school district located at least partially within the City limits; or reside in Pottawatomie County; or in such other manner as the Board may determine makes the Director qualified to carry out the purposes of the corporation.

Section 3. Vacancies on the Board

A vacancy in any office because of death, resignation, removal or other cause shall be filled by appointment, by recommendation of the Board Development Committee and a majority vote of the Board of Directors for the remainder of the existing term.

Section 4. Nomination and Election of Board Members

The Board Development Committee shall nominate candidates for each vacant or soon to become vacant directorship at least ninety (90) days before the end of the Corporation's fiscal year. The Board shall elect new Directors from the slate of candidates presented by the Board Development Committee. Results of the election shall be announced upon certification of the results by the Board. Those persons elected to fill unexpired directorship term shall only serve for the balance of the unexpired term.

Section 5. Termination of Board Membership

The expulsion of a board member based upon the good faith determination by the Board of Directors, or a committee authorized by the Board to make such a determination, will be based on the determination that the member has failed in a material and serious degree to observe the goals and objectives of the Corporation, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the Corporation. Absence from more than 50% of Board meetings over one fiscal year is also grounds for termination.

Section 6. Regular Meetings

The Board of Directors shall meet no less than six (6) times per year. Meetings of the Board of Directors shall be held at any place that has been designated by the Board of Directors. In the absence of this designation, regular meetings shall be held at the principal office of the Corporation. Notice of the regular meetings will be mailed (or emailed) to the Board of Directors seven (7) days prior to the date of the meetings. All meetings shall be conducted pursuant to Roberts Rules of Order.

Section 7. Special Meetings

Special meetings of the Board of Directors may be called at any time on the order of the Chairperson or 30 percent (30%) of current board membership of the Board of Directors. Written or e-mail notice of the time and place of each special meeting shall be delivered to each Board partner at least forty eight (48) hours prior to the meeting.

Section 8. Quorum

A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of all business at regular or special meetings.

Section 9. Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the meeting is adjourned for more than twenty four (24) hours, in which case, notice of the time and place shall be given before the time of the adjourned meeting to the Directors who are not present at the time of adjournment.

**ARTICLE V
OFFICERS AND BOARD OF DIRECTORS**

Section 1. Officers

The officers of the Corporation shall be a Chairperson, Vice-Chairperson, Secretary and Treasurer. The past Chairperson shall serve as an ex officio officer. No person shall hold more than one office. Each term shall be for one year and officers may serve no more than two consecutive terms in the same position. The Board may name an assistant secretary and assistant treasurer, but they shall not be the same individual. Such assistants are for administrative convenience, serve under the direction of the Board and need not be Board members

Section 2. Election of Officers

The Board of Directors shall elect all officers of the Corporation for a term of one (1) year, beginning on the date of the corporation's fiscal year. Any candidates elected as an officer must have served for at least one year on the Board of Directors.

Section 3. Resignation of Officers

Any officer who no longer qualifies for membership on the Board of Directors by reason of terminating or changing employment outside the industry which they represent may be, upon the determination of the Board of Directors required to resign as an Officer of the Corporation.

Section 4. Vacancies

If any Officer position becomes vacant, by reason of death, resignation, removal or otherwise, the Board of Directors shall, based upon the recommendation of the Board Development Committee, elect or appoint a successor who shall hold office for the unexpired term and until a successor is elected.

Section 5. Responsibilities

A. Chairperson. The Chairperson shall, subject to the control of the Board of Directors, generally supervise, direct and control the business and the Officers of the corporation. The Chairperson shall preside at all meetings of the Board of Directors. With the approval of the Board of Directors, the Chairperson shall appoint all Committees and Chairs. The Chairperson shall have such other powers and duties as may be prescribed by the Board.

B. Vice Chairperson. The Vice Chairperson shall succeed to the office of Chairperson for the following year and/or should it become vacant based upon recommendation by the Board Development Committee for the Board's confirmation. The Vice Chairperson shall be vested with all powers and shall perform all the duties of the Chairperson in case of the absence or disability of the Chairperson.

C. Secretary. The Secretary shall cause the keeping and maintenance of a record of minutes of the Board of Directors and Annual Meetings, shall be the custodian of the corporate records and shall have such other duties as from time to time be assigned by the Chairperson, the Board of Directors or the Executive Committee. The Secretary shall perform the duties of the Chairperson in the absence of the Chairperson and the Vice Chairperson.

D. Treasurer. The Treasurer shall act as the chief financial officer of the corporation and the chair of related committees as set forth by the Board of Directors. The Treasurer shall see to the financial reports of the organization in coordination with the accounting staff and the Executive Director.

E. Past Chairperson. The Past Chairperson shall serve an advisory capacity as an ex officio member of the Executive Committee. The past Chairperson shall not have voting privileges.

Section 6. Conflict of Interest

Whenever a director or officer has a direct financial interest in any matter coming before the Board of Directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so.

The minutes at which such votes are taken shall record such disclosure, abstention and rationale for approval.

Directors shall refrain from bidding on contracts for products and/or services with the Corporation that exceed \$5000. The provision of hospitality services for Corporation meetings and events shall be exempt from this exclusion, granted that other like businesses are accorded the opportunity to be included in a competitive bid process.

ARTICLE VI COMMITTEES

Section 1. Executive Committee

The Executive Committee will be responsible for making recommendations for action to the Board of Directors on Corporation matters. The Committee shall consist of the Past Chairperson, Chairperson, Vice-Chairperson, Secretary and Treasurer. A majority of the voting members of the Executive Committee shall constitute a quorum for the transaction of all business at regular or special meetings. The Executive Committee's responsibility will be (but not limited to) the following:

- A. Analyze opportunities or threats before the Corporation in order to present recommendations to the Board of Directors for consideration and action.
- B. Oversee the hiring, compensation, and, if necessary, discipline and/or termination of the Chief Executive Officer. Conduct an annual evaluation on the performance of the Chief Executive Officer against Performance Goals and Objectives agreed to by the Board and the Chief Executive Officer. Review the annual work plan and budget developed and proposed by the Chief Executive Officer and Corporation Staff. A summary of the annual evaluation will be presented to the Board by the Executive Committee. Based upon the performance of the Chief Executive Officer in achieving stated goals and objectives, annual merit increases may be considered.
- C. In the absence of a Budget & Finance Committee, review and monitor the development, approval and adherence to the Corporation's Annual Budget.

Section 2. Budget & Finance Committee

The Budget & Finance Committee consists of one member of the Executive Committee, the Chief Executive Officer and other Board Members as appointed by the Chairperson. The Budget & Finance Committee's duties include controlling of the Corporation funds through review and recommendations to the Board and preparation of the annual Budget.

Section 3. Board Development Committee

The Board Development Committee shall assist the Board in recruiting potential Board members, review Board member applications, prepare a slate of candidates for election and oversee orientation of new Board members. No members of the Nominating Committee shall be eligible to run for a position on the Board of Directors. The Board Development Committee Chair shall be appointed by the Board of Directors.

Section 4. Special Committees

The Chairperson of the Board may appoint special committees to analyze and solve particular problems. The Chairperson shall determine the size and scope of work for each special committee. The members of each special committee shall serve until dismissed by the Chairperson of the Board. Special committees shall meet at the call of the Chairperson of the Board or Committee Chair appointed by the Chairperson of the Board. The delegation of authority from the Board of Directors, except in the instance of the Executive Committee, shall be advisory only. No special committee shall be delegated any power or authority to take action on behalf of the Board of Directors. The Chairs of these special committees shall be appointed on an annual basis.

Section 5. Minutes

Minutes of all committee meetings shall be recorded and delivered to the Secretary and be on file in the Bureau office.

ARTICLE VII CHIEF EXECUTIVE OFFICER

Section 1. Authority

The Chief Executive Officer, operating under the control of the Board of Directors, shall have full executive and administrative authority to conduct the operations of the Corporation provided that his/her exercise of such authority shall at all times be subject to and consistent with these Bylaws and the policies, procedures, programs, and directives from time to time adopted and prescribed by the Board of Directors and the laws of the State of Oklahoma.

Section 2. Qualifications and Term

Qualifications for the Chief Executive Officer shall be determined by the Board of Directors. Qualifications and job description shall be incorporated into and made a part of his/her employment agreement, and shall be included in a policy and procedures manual.

The Chief Executive Officer serves at the will of the Board. If the Chief Executive Officer position becomes vacated for any reason, the Executive Committee will be responsible for the recruitment and hiring of a new Chief Executive Officer.

Section 3. Authority to Employ

The Chief Executive Officer shall hire all employees of the Corporation, set all employee job responsibilities and compensations as approved by the Board in accordance with an approved job description and an approved budget provided by the Board of Directors and the Budget Finance Committee.

Section 4. Preparation of Planning Documents

The Chief Executive Officer shall present to the Board of Directors a proposed budget no later than three months prior to the close of the Fiscal Year. The Chief Executive Officer will also prepare an annual marketing plan.

**ARTICLE VIII
FISCAL MATTERS**

Section 1. Fiscal Year

The fiscal year of the Corporation shall commence July 1 and conclude on June 30 of each year.

Section 2. Records

The Corporation shall keep adequate and correct records of account and minutes of the proceedings of its Board and Committees of the Board. Books and records shall be kept in either written form or in any other form capable of being converted into a written form. The Articles of Incorporation and Bylaws of the Corporation, with amendments to current dates, shall also be maintained at the principal office of the Corporation.

Section 3. Reports

The Board shall cause an annual report to be available to the City of Shawnee after the close of the Corporation's fiscal year. The Annual Report shall be furnished to all Directors.

Section 4. Budget

The Board of Directors shall adopt an annual budget for the Corporation no less than 30 days prior to the beginning of the fiscal year.

**ARTICLE IX
LIABILITY**

Section 1. General Liability

No Officer, Director, agent or employee of the Corporation shall be liable for the acts or failure to act on the part of any Officer, Director, agent or employee of the Corporation; nor shall any Officers, Directors, agents or employees be liable for their acts or failure to act under these Bylaws, except for actions or failures to act arising out of their willful misfeasance.

Section 2. Director Liability

The liability of Directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under Oklahoma law. Any amendment, Repealer modification of the provisions herein shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such amendment, repeal or modification. Appropriate general and professional liability insurance shall be maintained for the Board and Corporation staff.

**ARTICLE X
DEDICATION OF ASSETS**

The properties and assets of this Corporation are irrevocably dedicated to the promotion of the City of Shawnee as a visitor destination. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director of this Corporation.

**ARTICLE XI
MISCELLANEOUS**

Section 1. Inspection

The records of this Corporation shall be open to inspection by the City of Shawnee at all reasonable times during office hours.

Section 2. Amendment to Bylaws

The Bylaws may be amended by a majority of votes cast at a regularly scheduled meeting of the Board of Directors, provided that advance notice of the intended amendment be given to the Board at least forty-eight (48) hours prior to the meeting.

Regular Board of Commissioners

8.

Meeting Date: 06/02/2014

Proposed Revised Zoning Code

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on a proposed ordinance adopting a revised Shawnee Zoning Code. Applicant: City of Shawnee

Attachments

Ordinance

Master Document Zoning Code

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A NEW SHAWNEE ZONING CODE, PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY AND PROVIDING FOR CODIFICATION

WHEREAS, the Shawnee Planning Commission has held numerous public meetings, workshops and one public open house over the last two years to facilitate formulation of a new zoning code;

WHEREAS, the Shawnee Planning Commission held a public hearing on May 7, 2014 to take testimony and consider the proposed Shawnee Zoning Code, and whereby they forwarded a *Recommendation of Approval* to the Shawnee City Commission;

WHEREAS, the Shawnee City Commission held a public hearing on May 19, 2014 to take testimony and consider the proposed Shawnee Zoning Code;

WHEREAS, the proposed Shawnee Zoning Code is in conformance with State Law and the Shawnee Comprehensive Plan; and

WHEREAS, the Shawnee City Commission finds that adoption of a new Shawnee Zoning Code, promotes the public good and protects public health, safety and welfare.

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

SECTION 1: AMENDATORY. Chapter 22 of the Shawnee Municipal Code is hereby amended to add “Article 6: Zoning Code” and the regulatory sections shall be as set forth in Exhibit 1.

SECTION 2: REPEALER. The following Ordinances are hereby repealed along with all other ordinances or parts of ordinances in direct conflict herewith: #1508NS, #1560NS, #1827NS, #1846NS, #1908NS, #2102NS, #2142NS, #2353NS, #2409NS, and #2522NS. In addition, Resolution #6437 is hereby repealed.

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

SECTION 4: CODIFICATION. This Ordinance and Exhibit 1 shall be codified in the Shawnee Municipal Code as part of Chapter 22, Article 6 and the codifier is authorized to set out the ordinance as it deems appropriate.

PASSED AND APPROVED this ____ day of _____, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 2ND DAY OF JUNE, 2014 BY

MARY ANN KARNIS, CITY ATTORNEY

EXHIBIT
1

ZONING CODE



CITY

OF

SHAWNEE, OKLAHOMA

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ZONING CODE OF THE CITY OF SHAWNEE

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GENERAL PROVISIONS

SECTION 22-140

SECTIONS:

- 22-140.1 SHORT TITLE**
- 22-140.2 PURPOSE**
- 22-140.3 APPLICATION**
- 22-140.4 REGULATIONS OF USE, HEIGHT, AREA, YARDS AND OPEN SPACES**
- 22-140.5 FINAL PLATS AND DEVELOPMENT PLANS PREVIOUSLY APPROVED**
- 22-140.6 COMPLETION OF APPROVED BUILDINGS**

SECTION 22-140.1 SHORT TITLE. This code, in pursuance of the authority granted by the Legislature of the State in Title II, Chapter 7, Sections 401-410 of the Oklahoma Statutes, is known as the Zoning Code of the City of Shawnee and may be cited as such.

SECTION 22-140.2 PURPOSE. The regulations contained in this code are necessary to encourage the most appropriate uses of land; to maintain and stabilize the value of property; to reduce fire hazards and improve public safety and safeguard the public health; to decrease traffic congestion and its accompanying hazards; to prevent undue concentration of population; and to create a comprehensive and stable pattern of land uses upon which to plan for transportation, water supply, sewerage, schools, parks, public facilities, and other facilities. In interpreting and applying the provisions of this code, they shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience and general welfare.

SECTION 22-140.3 APPLICATION. This code classifies and regulates the land, buildings, and structures within the City Limits set forth in this code. The regulations contained in this code are necessary to promote health, safety, convenience, and welfare to the inhabitants by dividing the City into zones and regulating therein the use of the land and the use and size of buildings as to height and number of stories, the coverage of the land by buildings, the size of yards and open spaces, density of population and location of buildings.

SECTION 22-140.4 REGULATIONS OF USE, HEIGHT, AREA, YARDS AND OPEN SPACES. Except as otherwise provided in this code, no land shall be used and no building, structure, or improvement shall be made, erected, constructed, moved, altered, enlarged, or rebuilt which is designed, arranged, or intended to be used or maintained for any purpose or in any manner except in accordance with the requirements established in the district in which such land, building, structure, or improvement is located in this code relating to any or all districts.

SECTION 22-140.5 FINAL PLATS AND DEVELOPMENT PLANS PREVIOUSLY APPROVED. All final subdivision plats and, site development plans, conditional use permits and planned unit developments submitted prior to the effective date of this code shall remain valid and intact subject to those provisions in effect at the time of its approval.

SECTION 22-140.6 COMPLETION OF APPROVED BUILDINGS. Nothing herein shall require any change in the plans, construction or designated use of a building or structure for which a building permit has been issued prior to the effective date of this code or an amendment to this code, provided that actual construction of such building or structure commences in accordance with these provisions in effect at that time of the permit issuance and provided further that such construction and proposed use of such building or structure is not in violation of any other ordinance or law on the effective date of this code.

DEFINITIONS

SECTION 22-145

SECTIONS:

- 22-145.1 **GENERAL PROVISIONS**
- 22-145.2 **CLARIFICATION AND RELATIONSHIP OF TERMS**
- 22-145.3 **WORDS AND TERMS DEFINED**

SECTION 22-145.1 GENERAL PROVISIONS.

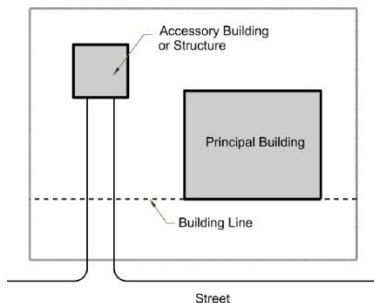
For the purpose of these regulations, certain numbers, abbreviations, terms and words used herein shall be used, interpreted and defined as set forth in this chapter.

SECTION 22-145.2 CLARIFICATION AND RELATIONSHIPS OF TERMS.

1. For the purpose of these regulations, words used in the present tense shall include the future tenses; words in the singular number shall include the plural and words in the plural shall include the singular, except where the natural construction of the writing indicates otherwise. The word “shall” is mandatory and not directory, the word “should” is that which ought to occur, but is not mandatory. The word “should” allows for interpretation.
2. “Person” includes a corporation, a partnership, and an incorporated association of persons, such as a club; a “building” includes a part thereof; “used” or “occupied” as applied to any land or building shall be construed to include the words “intended, arranged or designed to be used or occupied”.
3. Words not herein defined shall conform to standard American-English usage.
4. Examples and lists shall not be considered to be all inclusive unless the content clearly states to the contrary.

SECTION 22-145.3 WORDS AND TERMS DEFINED.

1. **Accessory Building or Structure** - A subordinate structure detached from but located on the same lot as a principle building. The use of an accessory structure must be similar and accessory to the use of the principal building. Accessory structures include garages.

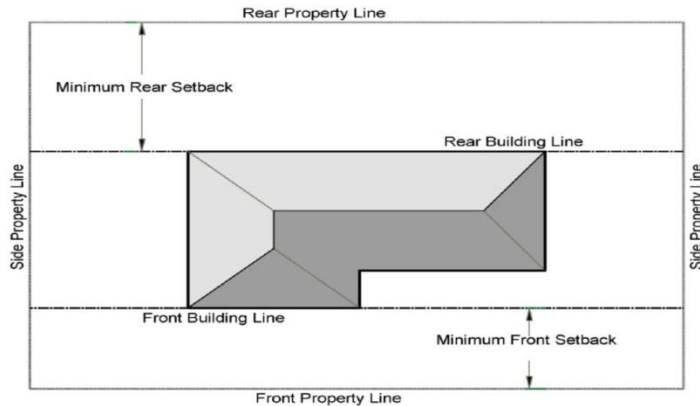


2. **Accessory Dwelling Unit** - A second dwelling unit either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility with provisions within the accessory apartment for cooking, eating, sanitation, and sleeping. Such a dwelling is an accessory use to the main dwelling.

3. **Accessory Use** - A use that is incidental and subordinate to that of the main building or use of land and that is located on the same lot and under the same ownership in all respects.
4. **Administrative and Professional Office** - -- Generally typified by uses that have very minimal impact to surrounding properties or the general public, which usually have low traffic volume and common business hours (if open to the public), such as 8:00AM-6:00PM. Examples include, but are not limited to banks, general business offices, accounting and tax preparation, law offices, etc. The office may or may not be open to the general public.
5. **Adult Companion Home** - means any home or establishment, funded and certified by the Department of Human Services, which provides homelike residential accommodations and supportive assistance to three or fewer developmentally disabled adults.
6. **Adult Novelty Store** – A commercial establishment that displays, sells, or offers for sale instruments, devices, or paraphernalia designed or marketed primarily for use to stimulate human genital organs or for use in connection with sadomasochistic practices.
7. **Agriculture** - The use of land for agricultural purposes, including farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, and animal and poultry husbandry, and the necessary accessory uses for packing, treating, or storing produce; providing, however, that the operation, of any such accessory uses shall be secondary to that of the principal use. The operation of commercial feed pens, sales yards and auction yards for horses, cattle or hogs is deemed an industrial and not an agricultural use.
8. **Agricultural Animals** - Animals considered accessory to an agricultural use, whether for personal enjoyment or commercial purposes, including horses, mules, burros, sheep, cattle, rabbits, chickens, duck, geese, pigs, goats, ostrich or emus.
9. **Alcohol Mixed Beverage Establishment** - A business which sells alcohol beverages by the individual drink for on-premises consumption who's alcohol sales make up more than fifty (50%) percent of sales. Typical uses might be a bar or night club.
10. **Alley** - A minor right-of-way dedicated to the public use not more than thirty (30') feet wide affording a secondary means of access to abutting property and not intended for general traffic circulation.
11. **Animals: Grooming and Sales** - Grooming of dogs, cats, and other small animals. Typical uses include dog bathing and clipping salons, pet grooming shops or pet shops. No medical, training, or boarding services are permitted.
12. **Auctioning** - Auctioning of livestock on a wholesale or retail basis with incidental on-site storage of animals on a temporary basis not to exceed forty-eight (48) hour periods. Typical uses include animal auctions, livestock auctions or livestock auction yards.
13. **Assisted Living Facility** - A special combination of housing, supportive services, personalized assistance and health care designed to respond to individual needs of those who need help with activities of daily living. Interpreted definition shall be consistent with Oklahoma Continuum of Care and Assisted Living Act.
14. **Automobile Car Wash** - A building or structure designed primarily for washing automobiles using production line methods with a chain conveyor, blowers, steam cleaners, high pressure spray, or other mechanical devices. A self-service system may also be available for manual washing or vehicles.

15. **Automobile Wrecking or Salvage Yard** - An area outside of a building where motor vehicles are disassembled, dismantled, junked, or wrecked, or where motor vehicles not in operable condition or used parts of motor vehicles are stored.
16. **Basement** - A story partly or wholly underground. For purposes of height measurements, a basement shall be counted as a story when more than one-half (1/2) of its height is above the average level of the adjoining ground or when subdivided and used for commercial or dwelling purposes other than by a janitor employed on the premises.
17. **Bed and Breakfast** - A dwelling or area containing one or more structures occupied by the owner, where for compensation, lodging and breakfast are provided for up to a maximum of six (6) guest rooms per building; and the owner thereof intends that the same guest occupy the bed and breakfast facility for less than thirty (30) days.
18. **Billboard (including poster and panel types)** - Shall mean a non-accessory sign or sign structure upon which advertising may be posted, painted, or affixed, and which is primarily designed for the rental or lease of the sign space for advertising not related to the use of the property upon which the sign is located.
19. **Block** - In describing the boundaries of a district, the word "block" refers to the legal description. In all other cases, the word "block" refers to the property abutting on one side of the street between two (2) intersecting streets or between an intersection street and a railroad right-of-way or between an intersecting street and a railroad right-of-way or between an intersecting street and a water course.
20. **Boarding House and Rooming House** - Where meals or lodging are provided for persons other than the family or their relatives and excluding facilities for transient persons such as hotels, motels, inns and other such facilities.
21. **Board of Adjustment** - The Board of Adjustment of the City of Shawnee, Oklahoma.
22. **Building** - Any structure having a roof supported by columns or walls that is used or intended to be used for the shelter or enclosure of persons, animals or property.
23. **Building Coverage (Lot Coverage)** - The percentage of the lot area covered by the building. Overhanging roofs are not included in the area.
24. **Building Height** - The vertical distance from the average line of the highest and lowest points of that portion of the lot covered by the building to the highest point of coping of a flat roof, or the decline of a mansard roof or the average height of the highest gable of a pitch or hip roof.

25. **Building Line** - A line established beyond which no part of a building shall project, except as otherwise provided by this code.



26. **Building Site** - A lot or parcel of land, in single or joint ownership, and occupied or to be occupied by a main building and accessory buildings, or by a dwelling group and its accessory buildings, together with such open spaces as required by this land use code.
27. **Cellar** - An underground structure separate from the foundation of the main building.
28. **Cemetery** - Land used or intended to be used for the burial of the human dead and dedicated for cemetery purposes, excluding columbarium, crematories, mausoleums, and mortuaries.
29. **Child Care Center** – Facilities which provide care and supervision of children and which operate more than thirty (30) hours per week.
30. **Clinic** - A place used for the care, diagnosis and treatment of sick, ailing, infirm and injured persons and those in need of surgical or medical attention but who are not customarily provided with board and room or kept overnight on the premises. The term “clinic” includes immediate care facilities, where emergency treatment is the dominate form of care provided at the facility.
31. **Club** - A non-profit association of persons who are bona fide members, paying regular dues, and organized for some common purpose, but not including a group organized for some common purpose, but not including a group organized solely and primarily to render a service customarily carried on as a commercial enterprise.
32. **Community Development Director** – Also known as the Planning Director. Hereinafter referred to as, the “Director.”
33. **Comprehensive Plan** - The official plan of the City of Shawnee, Oklahoma, as adopted by the City Commission.
34. **Continuum of Care Facility** – means a home, establishment or institution providing nursing facility services as defined in Section 1-1902 of Title 63 of the Oklahoma Statutes.
35. **Convenience Goods and Personal Services** - Establishments or places primarily engaged in the provision of frequently needed, day to day retail commercial goods and services. Such uses are designed and intended to serve a limited local market, and to be generally within walking or short driving distance of a residential area.
36. **Court** - An open unoccupied space, other than a yard on the same lot with a building or group of buildings and which is bordered on two (2) or more sides by such building or buildings.

37. **Coverage** - The lot area covered by all buildings located thereon, including the area covered by all overhanging roofs. Paved areas are not considered improvements within the meaning of this provision.
38. **Drinking Establishment Sitdown, Alcohol Permitted** – Establishments or places of business where customers are seated and served and which are primarily engaged in the sale, mixing or dispensing of beverages containing more than five-tenths (0.5%) percent alcohol by volume for consumption on the premises. Typical uses include a tavern, bar, nightclub, or private club with minimal or no kitchen facilities and little or no food items served.
39. **Dry Cleaning or Laundry, Self-service** - Any attended or unattended place, building or portion thereof, available to the general public for the purpose of washing, drying, extracting moisture from, or dry cleaning wearing apparel, cloth, fabrics, and textiles of any kind by means of a mechanical appliance which is operated primarily by the customer.
40. **Dwelling Unit** - A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Not including a tent, cabin, travel trailer, boarding or rooming house, hotel or motel.
41. **Dwelling, Attached** - A dwelling having a portion of each of two (2) walls in common with adjoining dwellings.
42. **Dwelling, Four-plex** – A single structure containing four (4) dwelling units.
43. **Dwelling, Modular** - A relocatable living unit manufactured off-site and transported on an independent carrier unit, to a permanent site which has been constructed in accordance with the adopted building code.
44. **Dwelling, Multi-Family** - A building containing four or more individual dwelling units with independent living facilities, containing separate or joint entrances, including apartments and condominiums.
45. **Dwelling, Single Family** - A building containing one (1) dwelling unit and designed for or used exclusively by one (1) family.
46. **Dwelling, Townhouse** - A building on its own separate lot containing one (1) dwelling unit, with a private entrance, that occupies space from the ground to the roof and is attached to one or more other townhouse dwelling units by an approved wall.
47. **Dwelling, Triplex** – A building containing three individual dwelling units.
48. **Dwelling, Two-Family** - A building containing two (2) dwellings and designed for or used exclusively by two (2) families; also includes the word “duplex”.
49. **Dwelling Unit** - A room or group of rooms arranged, intended or designed as a habitable unit, containing kitchen, bath and sleeping facilities for not more than one (1) family living independent of any other family.
50. **Eating Establishments, Sitdown with no or incidental consumption of alcohol** - Establishments or places of business where customers are seated and served, and that are primarily engaged in the sale, mixing or dispensing of beverages containing more than 0.5 percent alcohol by volume for on premise consumption as accessory to a restaurant operation. Annual receipts from the sale of permitted beverages containing alcohol may not exceed fifty (50%) percent of the

combined total receipts from food and beverages. All requirements of Title 37 of the Oklahoma Statutes shall apply.

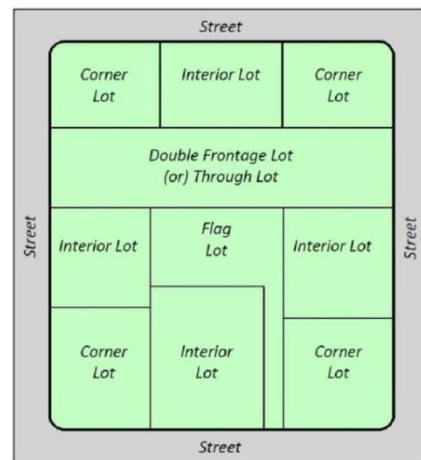
51. **Eating Establishment: drive-in, drive-through restaurant (fast food)** – Restaurants where most customers order and are served their food at a counter or in a motor vehicle in packages prepared to leave the premises, or able to be taken to a table or counter to be consumed.
52. **Essential Services** - The erection, construction, alteration or maintenance by public utilities or municipal or other government agencies of underground or overhead gas, electrical, steam or water transmission or distribution systems, collection, communications, supply or disposal systems, including poles, wires, mains, drains, sewer, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories thereof, reasonably necessary for the furnishing of adequate services by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.
53. **Family** - One (1) or more persons related by blood or marriage, including adopted children, or a group of not to exceed five (5) persons (excluding servants) not all related by blood or marriage, occupying premises and living as a single nonprofit housekeeping unit, as distinguished from a group occupying a boarding house or lodging house, hotel, club, or similar dwelling for group use. A family is deemed to include domestic servants employed by the family.
54. **Family Child Care Home** - Offers care and supervision for up to seven (7) children in a family home for part of a 24-hour day. A **Large Family Child Care Home** means a residential family home that provides care and supervision for 8-12 children for part of a 24-hour day.
55. **Farmers Market** - The seasonal selling or offering for sale a retail of home-grown vegetables or produce, occurring in a pre-designated area, where the vendors are generally individuals who have raised the vegetables or produce or have taken the same on consignment for retail sales.
56. **Fence, Sight-proof** - An opaque screen of earth, fencing or vegetation which conceals a required part of a parcel from view of an adjoining parcel or public way.
57. **Flood - One Hundred (100) Year Frequency** - A flood having an average frequency of occurrence once in 100 years although the flood may occur in any year, based on statistical analyses of the rainfall and run-off characteristics in the general region of the watershed, as determined by the City Engineer, or as determined by the U. S. Corps of Engineers and confirmed by the City Engineer or as determined by a registered professional engineer and certified by the City Engineer.
58. **Floodway** - The channel of a watercourse or drain way and those portion of the adjoining lands which are reasonably required to carry and discharge the floodwater of the 100-year frequency flood.
59. **Flood Hazard Area** - The land areas adjoining a floodway which is not reasonably required to carry and discharge the floodwater of the 100-year frequency flood but which would be inundated by the floodwater of the 100-year frequency flood based on full urbanization of the watershed.
60. **Floor Area** - The sum of the gross horizontal areas of the combined floors of a building or buildings, measured from the exterior faces of the exterior walls or from the center lines of walls separating two (2) buildings.
61. **Garage Apartment** - A Dwelling for one (1) family erected as a part of a private garage.

62. **Garage, Parking** - Any building or portion thereof used for storage of four (4) or more automobiles in which any services which may be provided is incidental to the primary use for storage purposes, and where repair facilities are not provided.
63. **Garage, Private** - A detached accessory building or a portion of the principal building used or intended for use by the occupants of the premises for storage of passenger vehicles, boats or trailers but not commercial vehicles on residential lots.
64. **Garage, Public** - The structure or portion thereof, other than a private garage, used for the storage, sale, hire, care, repairing or refinishing of any vehicles.
65. **Garage, Repair** - A building in which are provided facilities for the care, servicing repair or equipping of automobiles.
66. **Gasoline Service Station** - Any area used for retail sale of gasoline or oil fuels or automobile accessories, and incidental services including facilities for lubricating, and washing and cleaning, but not including painting, major repair, or the sale of butane or propane fuels.
67. **Group Home** - means any establishment for not more than twelve (12) residents who are eighteen (18) years of age or older and who have developmental or physical disabilities, which offers or provides supervision, residential accommodations, food service, and training and skill development opportunities designed to lead to increased independence of the residents and which offers or provides supportive assistance to any of its residents requiring supportive assistance.
68. **Health Spa** - Means and includes any person, firm, corporation, organization, club or association engaged in a program of physical exercise, which includes the use of one or more of a sauna, whirlpool, weight-lifting room, massage, steam room, or exercising machine or device, or exercise rooms. Any interpretation of this definition shall be consistent with Oklahoma Statute, Title 59, Chapter 46.
69. **Home Occupation** - Any occupation or profession carried on by the inhabitants which is clearly incidental and secondary to the use of the dwelling for dwelling purposes, which does not change the use of the dwelling for dwelling purposes, which does not change the character thereof, and which is conducted entirely within the main or accessory buildings.
70. **Homeowners Association** - An incorporated non-profit organization operating under recorded land agreements through which each lot and/or homeowner in a planned unit or other described land area is automatically a member and each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining a common property, and the charge if unpaid becomes a lien against the property.
71. **Hospital** - An institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central service facilities, and staff offices which are an integral part of the facilities.
72. **Hotel, Motel, or Inn** - A building or group of buildings under one (1) ownership containing six (6) or more sleeping rooms occupied, intended, or designed to be occupied as the more or less temporary abiding place of persons who are lodged with or without meals for compensation, but not including a sanatorium, hospital, asylum, orphanage, or building where persons are housed under restraint.
73. **Incidental Repair-Automobile** - Accessory use of repairing automobiles which is incidental to main use of the building or structure.

74. **Industry** - The manufacture, fabrication, processing, reduction, or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof, and includes storage elevators, truck storage yard, warehouses, wholesale storage, and other similar types or enterprises.
75. **Institutional Uses** - Those uses organized, established, used or intended to be used for the promotion of a public, religious, educational, charitable, cultural, social, or philanthropic activity and normally operated on a non-profit basis.
76. **Junk or Salvage Yard** - A place where waste, discarded or salvage materials are bought, sold, exchanged, bailed, packed, disassembled or handled, including all wrecking yards, house-wrecking yards, used-lumber yards and places or yards for storage of salvaged house-wrecking and structural steel materials and equipment; but not including such places where such uses are conducted entirely within a completely enclosed building, and not including pawnshops and establishments.
77. **Kenel** - Establishment where three (3) or more dogs over four (4) months of age are boarded, trained, raised or bred for show or profit.
78. **Kennels and Veterinary, General** - Kennel and veterinary services for domestic animals, with incidental outdoor storage and runs permitted.
79. **Kennels and Veterinary, Restricted** - Kennel and veterinary services for small domestic animals, such as dogs, cats, or other household pets, with all operations and storage conducted within an enclosed building.
80. **Loading Space** - A space on the same lot as the principal use of at least ten (10') feet in width and thirty (30') feet in length and having a vertical clearance of at least fourteen (14') feet, designated for the temporary parking of commercial vehicles while loading or unloading merchandise or materials.
81. **Long-Range Plan/Comprehensive Plan** - The Long-Range Comprehensive physical development plan for the City of Shawnee which has been officially adopted to provide long-range development policies for the area subject to urbanization in the foreseeable future and which includes, among other things, the plan for land use, land subdivision, circulation, and community facilities.

82. **Lots** - For the purpose of this code, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on at least one (1) approved street built according to the subdivision design standards. specified in the Subdivision and Development Standards and may consist of:

- a. A single lot of record;
- b. A portion of a lot of record;
- c. A combination of complete lots of record, of complete lots of record and portions of lots of record and a parcel of land described by metes and bounds;
- d. A parcel of land described by metes and bounds; provided that in no case of division or combination shall any residential lot or parcel be created which does not meet the requirements of this code.



83. **Lot, Corner** - A lot located at the intersection of an abutting two (2) or more streets.

84. **Lot, Depth** - The average distance from the street line of the lot to its rearline, measured in the general direction of the sidelines of a lot.
85. **Lot, Double Frontage** - A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.
86. **Lot, Frontage** - The front of a lot shall be constructed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yard shall be provided as indicated under YARDS in this section.
87. **Lot Measurements** -
- a. **Depth** - Depth of a lot shall be considered to be the distance between the midpoints of the side lot lines in front with the rear most point of the side lot lines in the rear.
 - b. **Width** - Width of a lot shall be considered to be the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than eighty (80%) percent of the required lot width except in the case of lots on the turning circle of cul-de-sacs, where the eighty (80%) percent requirement shall not apply.
88. **Lot-of-Record** - A lot which is part of a subdivision recorded in the office of the County Clerk, or a lot or parcel described by metes and bounds, the description of which has been so recorded.
89. **Manufactured Home** – A single-family dwelling built according to the United States Department of Housing and Urban Development manufactured Home Construction and Safety Standards Act, which is a national preemptive building code. A manufactured home also: (1) includes plumbing, heating, air conditioning, and electrical systems; (2) is built on a permanent chassis; and (3) can be transported in one or more sections with each section at least eight (8') feet wide and forty (40') feet long when transported, or when installed on the site is 320 square feet or greater. Homes built prior to June 15, 1976, even with modifications, do not meet the HUD standards and cannot be accepted as compliant with the HUD Code.
90. **Medical Facilities** -
- a. Nursing home, rest or convalescent homes.
 - b. Dental or Medical Clinic- A building used for the examination and treatment of the physically ill, provided that no facilities are provided for patients remaining overnight except under emergency conditions.
 - c. Dental or Doctor's Office- The same as dental or medical clinic, including the various dental or medical specialties.
 - d. Hospital- An institution provided physical and mental health services primarily for human in-patient medical or surgical care for the sick or injured, and including related facilities such as laboratories, out-patient departments, training facilities, central service facilities, and staff office which are an integral part of the facilities.
 - e. Public Health Center- A facility primarily utilized by a health unit for providing public health services, including related facilities.
91. **Mobile Home** – A factory-built dwelling built prior to June 15, 1976, to standards other than the United States Department of Housing and Urban Development Code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Act.
92. **Mobile / Manufactured Home Park** - Any plot of land upon which one (1) or more mobile homes, occupied for dwelling or sleeping purposes are located, regardless of whether or not a charge is made for such accommodations.

93. **Mobile Home Space** - A plot of land within a mobile home park designed for the accommodation of one (1) mobile home, and not located on a mobile home sales lot.
94. **Night Club** - An establishment which regularly provides facilities for dancing and/or live entertainment, either alone or in conjunction with a restaurant or bar.
95. **Nonconformance** - A conditional that occurs when, on the effective date of adoption of this code or a previous ordinance or on the effective date of an ordinance text amendment or rezoning, an existing lot, structure, building, sign, development, or use of an existing lot or structure does not conform to one or more of the regulations currently applicable to the district in which the lot, structure, building, sign, development or use is located.
96. **Nursery, Plan** - an area where plants (as trees and shrubs) are grown for transplanting, for use as stocks for budding and grafting, or for sale.
97. **Nursing Facility** - An establishment or an institution, a distinct part of which is primarily engaged in providing:
- a. Skilled nursing care and related services for residents who require medical or nursing care,
 - b. Rehabilitation services for the rehabilitation of injured, disabled, or sick persons, or
 - c. On a regular basis, health-related care and services to individuals who because of their mental or physical condition require care and services beyond the level of care provided by a residential care home and which can be made available to them only through a nursing facility.
98. **Off-Street Parking** - A type of parking wherein the maneuvering of the vehicle while parking and un-parking, as well as parking itself, is done entirely off of the street right-of-way, and where access to the area is by means of driveway approach built to the standards of the City of Shawnee.
99. **Open-Space** - Open space areas within a development which are designated or intended for the use and enjoyment of the residents and their guests.
100. **Overlay District** – An area where certain additional requirements are superimposed upon a base zoning district or underlying district and where the requirements of the base or underlying district may or may not be altered.
101. **Parking Space** - A permanently surfaced area, enclosed or unenclosed, sufficient in size to store one (1) automobile together with a permanently surfaced driveway connecting the parking space with a street or alley and permitting ingress or egress of an automobile.
102. **Personal Storage** - Buildings containing enclosed individual rental storage facilities not exceeding eight hundred (800') square feet per unit. These facilities are not used for sales purposes or storage of highly combustible materials. Typical uses include mini-warehouses or mini-storage and storage for recreational vehicles, boats, or trailers. This category does not allow any outdoor storage.
103. **Personal Services** – Establishments providing non-medically related services, including beauty and barber shops; clothing rental, dry cleaning pick-up stores, nail salon, shoe repair shops; tanning salons. These uses may also include accessory retail sales of products related to the services provided.
104. **Planned Unit Development** - A form of development characterized by a unified site design which may include provided common open space, density averaging and mixing of building types and land uses.

105. **Planning Commission** - The Shawnee Planning Commission, as established by the statutes hereinabove cited. The Shawnee Planning Commission shall also be the Zoning Commission for the City of Shawnee.

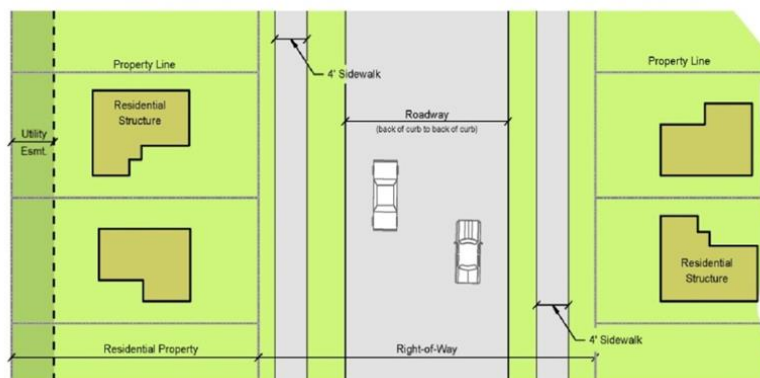
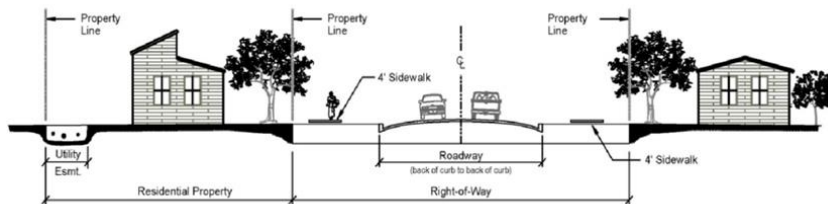
106. **Religious Facility** - A building, together with its accessory buildings and use, where persons regularly assemble for religious purposes and related social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain religious ceremonies and purposes.

107. **Residential Care Home** - Any home, establishment, or institution licensed pursuant to the provisions of the Oklahoma Residential Care Act other than a hotel, motel, fraternity or sorority house, or college or university dormitory, which offers or provides residential accommodations, food service, and supportive assistance to any of its residents or houses any resident requiring supportive assistance. The residents shall be persons who are ambulatory and essentially capable of managing their own affairs, but who do not routinely require nursing care; provided, the term "residential care home" shall not mean a hotel, motel, fraternity or sorority house, or college or university dormitory, if the facility operates in a manner customary to its description and does not house any person who requires supportive assistance from the facility in order to meet an adequate level of daily living.

108. **Residential Child Care Facility** - Means a 24-hour residential facility where children live together with or are supervised by adults who are not their parents or relatives.

109. **Retail Sales and Services** - Establishments engaged in the sale or rental of goods and services, both retail and wholesale of commonly used goods, merchandise, and services.

110. **Right-of-Way** - A strip of land acquired by reservation, dedication, prescription, or condemnation and intended to be occupied by a street, crosswalk, sidewalk, railroad, electric transmission line, oil or gas pipeline, water line, wastewater line, storm water line, other public utilities or facilities, or other similar use.



111. **Setback** - The distance between the lot lines and the building line on which it is located.

112. **Signs** – Any device (including but not limited to letters, words, numerals, figures, emblems, pictures, or any part or combination) used for visual communication intended to attract the attention of the public and visible to the public right-of-way or other properties.
113. **Special Use Permit-Exception** - A use of a design element of a use which is not permitted by right in a particular district because of potential adverse effect, but which is controlled in the particular instance as to its relationship to the neighborhood and to the general welfare, may be permitted by the Board of Adjustments, where specifically authorized by this Code, and in accordance with the substantive and procedural standards of this code.
114. **Site Plan** - A plan showing location and size of water and sewer lines and storm sewers, paving, contours at two (2') foot intervals, building pad elevations, spot elevations at each lot corner for all lots in the subdivision, lot and street drainage arrows, street light locations, water and sewer service connections, top of curb elevations, lot dimensions, fire hydrants, manhole locations, right-of-way widths and utility easements.
115. **Story** - That portion of a building including between the surface of any floor and the surface of the next floor above it; or, if there be no floor above it, then the space between the floor and the ceiling next above it.
116. **Street** - A public right-of-way more than thirty (30') feet in width which provides the primary means of access to abutting property and used primarily for vehicular circulation.
117. **Street, Arterial** - Any street designated on the Comprehensive Plan as an arterial, primary arterial, secondary arterial, major street, etc.
118. **Structure** - Anything constructed, the use of which requires permanent location on the ground or attachment to something having permanent location to the ground (not including sidewalks, driveways and similar improvement areas).
119. **Structural Alteration** - Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, or girders, or any substantial change in the room or in the exterior walls.
120. **Subdivision** – The division or re-division of land as further specified in the Shawnee Subdivision Standards and Oklahoma State Statutes.
121. **Thoroughfare Plan** - The part of the Comprehensive Plan referring to transportation development goals, principles, and standards; also includes use of the words “major street plan” and “trafficway plan.”
122. **Trailer, Hauling** - A vehicles to be pulled behind an automobile or truck which is designed for hauling animals, produce, goods, or commodities, including boats.
123. **Trailer, Travel or Camping** - All vehicles and portable structures built on a chassis, designed as a temporary or permanent dwelling for travel, recreational, and vacation use, this is meant to include tent trailers and motor-driving travel vehicles, not included in the definition of “independent mobile homes”. For the purpose of these regulations, a dependent mobile home is considered the same as a travel trailer, unless otherwise specified.
124. **Treatment Facility** - Any facility that offers either inpatient, intermediate or outpatient treatment to any person suffering from alcohol or drug abuse, or alcohol or drug related problems, and is certified by the Board of Mental Health and Substance Abuse Services. Interpretation of a “treatment facility” and “treatment” shall be consistent with Title 43A, Section 3-403 of Oklahoma Statutes.

125. **Use** - The legal enjoyment of property that consists of its employment, occupation, exercise or practice.

126. **Variance** - A modification of a restriction of the Zoning District Regulations granted by the Board of Adjustment, where by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary or exceptional situation, condition or circumstances of a particular property, the literal enforcement of the restriction would result in unnecessary hardship.

127. **Yard** - A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from thirty (30") inches above the general ground level of the graded lot upward, provided, however, that fences, walls, poles, posts, and other customary yard accessories, ornaments, and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

128. **Yard, Front** – A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot.

129. **Yard, Depth** - The depth of required front yards shall be measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost points of the side lot lines, in the case of rounded property corners as street intersections, shall be assumed to be the point at which the side and front lot lines would have met without such rounding. Front and rear yard lines shall be parallel. Depth of a required rear yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the rear lot line.

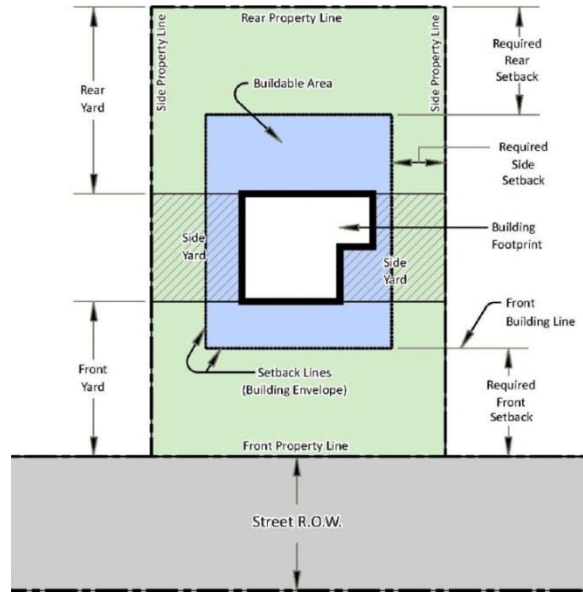
130. **Yard, Interior-Side** - Any side yard that does not abut a street.

131. **Yard, Rear** - A yard extending across the rear of the lot between inner side yard lines. In the case of through lots and corner lots, there will be no rear yards, but only front and side yards.

132. **Yard, Side** - A yard extending from the rear lines of the required front yard to the rear lot line, or in the absence of any clearly defined rear lot line to the point on the lot farthest from the intersection of the lot line involved with the public street. In the case of through lots, side yards shall extend from the rear lines of front yard required. In the case of corner lots, yards remaining after full- and half-depth front yards have been established shall considered side yards.

133. **Yard, Width** - The width of a required side yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the side lot line.

134. **Zoning District** - Any section or sections of the City for which regulations governing the use of buildings and premises or the height and area of buildings are uniform.



ESTABLISHMENT OF DISTRICTS

SECTION 22-150

SECTIONS:

- 22-150.1 ZONING DISTRICTS ESTABLISHED**
- 22-150.2 ZONING MAP INCORPORATED**
- 22-150.3 MAINTENANCE OF OFFICIAL ZONING MAP**
- 22-150.4 INTERPRETATION OF DISTRICT BOUNDARIES**
- 22-150.5 VACATION OF PUBLIC EASEMENT**

SECTION 22-150.1 ZONING DISTRICTS ESTABLISHED

A. For the purpose of this code and the promotion of public health, peace, safety and general welfare of the community, the City of Shawnee is divided into Zoning Districts as shown on the Zoning Map and filed with the City Clerk.

B. Zoning Districts shall be designated as follows:

Agriculture

A-1 Rural Agricultural District

Residential

RE Residential Estates District

R-1 Single Family Residential District

R-2 Combined Residential District

R-3 Multi-Family Residential District

Commercial

C-1 Neighborhood Commercial District

C-2 Suburban Office Commercial District

C-3 Restricted Automotive and Commercial Recreation District

C-4 Central Business District

C-5 General Commercial District

CP Planned Shopping Center District

Industrial

I-1 Restricted Light Industrial District

I-2 Light Industrial District

I-3 Heavy Industrial District

Overlay / Floating Zones

TN Traditional Neighborhood

AP Airport

LPZ Lake Protection Zone

SECTION 22-150.2 ZONING MAP INCORPORATED

The location and boundaries of the Zoning Districts shall be established by ordinance and shall be delineated and shown on a map entitled "Official Zoning Map of the City of Shawnee, Oklahoma," and the Zoning Map is hereby incorporated as a part of this code.

SECTION 22-150.3 MAINTENANCE OF OFFICIAL ZONING MAP

It shall be the duty of the Director to maintain an up-to-date “Official Zoning Map of the City of Shawnee, Oklahoma”, including all amendments directly adopted by the City Commission.

SECTION 22-150.4 INTERPRETATION OF DISTRICT BOUNDARIES

Where uncertainty exists with respect to the boundaries of any of the Zoning Districts as shown on the Zoning Map, the following rules shall apply:

- A. Boundaries indicated as approximately following the center lines of streets, highways, or alleys shall be construed to follow such center line;
- B. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;
- C. Boundaries indicated as approximately following City Limits shall be construed as following such City Limits;
- D. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
- E. Boundaries indicated as following shore lines shall be construed to follow such shore lines, and in the event of change in the shore line, shall be construed as moving with the actual shore line, boundaries indicated as approximately following the center lines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such center lines;
- F. Boundaries indicated as parallel to or extensions of features indicated in subsection A through E, above, shall be so construed. Distances not specifically indicated on the Official Zoning Map, shall be determined by the scale of the Map;
- G. Where physical or cultural features existing on the ground are at variance with those shown on the Official Zoning Map, or in the other circumstances not covered by subsection A through F above, the Board of Adjustment shall interpret the district boundaries; and
- H. Where a district boundary line divides a lot which was in single ownership at the time of passage of this code, the Board of Adjustment may permit, as a variance, the extension of the regulations for either portion of the lot not to exceed fifty (50’) feet beyond the district line into the remaining portion of the lot.

SECTION 22-150.5 VACATION OF PUBLIC EASEMENT

- A. Whenever any street, alley or other public easement is vacated, the district classifications of the property to which vacated portions of land accrue shall become the classifications of the vacated land.
- B. No vacation of any plat or public way, or part thereof, shall operate or invalidate or impair the right-of-way municipal utility or regulated transmission company to continue to possess, occupy, and use that part of the public way, utility easements, or rights-of-way existing within the affected area and occupied and used by any municipal utility or regulated transmission company for the performance of its public service undertaking. Said easements shall be defined in any decree of vacation. The municipal utility or regulated transmission company may maintain, replace, repair, and operate its facilities, have unrestricted ingress and egress to said locations, and remove its facilities without impairment by reason of the vacation or partial vacation of any plat or public way.

AGRICULTURAL USES

SECTION 22-155

SECTIONS:

- 22-155.1 PURPOSE**
- 22-155.2 USES**
- 22-155.3 CLASSIFICATION OF ZONES**
- 22-155.4 DIMENSIONAL STANDARDS**
- 22-155.5 AREA REGULATIONS**

SECTION 22-155.1 PURPOSE

The regulations for the Agricultural Zoning District are designed to protect undeveloped areas from intensive uses until a use pattern is approved.

SECTION 22-155.2 USES

The permitted uses in the agricultural district are set forth in the table below. Where the letter “X” appears on the line of a permitted use and in the column of a district, the listed use is permitted in that district subject to the general provisions of the Zoning Code as set forth in the preceding sections. Where the letter “P” appears instead of the letter “X”, this use is permitted subject to a Conditional Use Permit as set forth in Section 22-205.7

For a complete list of additional requirements, please refer to Section 22-175.

Table 22-155.2.1. Permitted Uses in Agricultural Districts

TABLE OF PERMITTED USES IN AGRICULTURAL DISTRICTS	ZONING DISTRICT
Permitted Uses	A-1
Accessory identification signs	X
Agricultural land uses, buildings, and activities	X
Aircraft transportation (conditional use requirement shall apply only to establishing and enlarging of airports, flying fields and heliports and to establishing, relocating and lengthening of runways	P
Airway beacon or marker	X
Animal hospital (with or without outside runs)	X
Apiary	X
Arboretum or botanical garden	X
Boarding or training animals	X
Carnival, circus, tent revival or similar temporary open air enterprise	P
Cemetery	P
Communication towers/cell phone towers	P
Community center: public	P
Construction facilities, accessory	P
Drilling, operating, equipping, and maintaining of wells for oil and gas	P
Earth moving, excavating or depositing gravel, minerals, rock, sand or stone on the ground	P

Electric regulating substation	X
Family child care home	X
Farm for raising dogs, cattle, goats, horses, sheep, rabbits, poultry, or other farm animals	X
Field crop farm (Farming, grazing, fishery, livestock, poultry)	X
Fire protection and related activities facility	X
Flood control works	P
Golf course; public or private	X
Home occupation (shall comply with Home Occupation provisions)	X
Horticultural specialty farm	X
Large family child care home	P
Library: private or public	P
Manufactured home	P
Mental institution	P
Mining, quarrying or earth extractions	P
Monastery, convent or novitiate	P
Motion picture theater; drive-in	P
Museum or art gallery	P
Nursery (trees and shrubs)	X
Parish house, parsonage or rectory	X
Public buildings and facilities	X
Radio transmitting station or tower, other than amateur	P
Ranching	X
Religious retreat facility	P
Religious Facilities	X
Retail sale of farm products sold on premises	X
Riding Arena or Stable	X
Rodeo grounds	P
Sanitary Landfill	P
School, elementary & secondary: public or equivalent private	X
Single-family detached dwelling	X
Skeet and/or trap shooting range	P
Veterinarian facilities	P
Wildlife area (public)	X
In the cases a use is not listed above and which, in the opinion of the Director, is similar in character and is not more obnoxious or detrimental to the area in which it is located, by reason of noise, offensive odor, smoke, dust, vibration, traffic congestion or danger to life and property is also permitted.	

SECTION 22-155.3 CLASSIFICATION OF ZONES

A-1, RURAL AGRICULTURAL DISTRICT

The A-1 Rural Agricultural District is intended to provide an area primarily for agricultural uses or extraction of the various products such as oil, minerals, rock and gravel from the earth and/or to prevent such land from being prematurely developed for urban purposes. The rural nature and low density of population in this district requires only that buildings and facilities related to the uses of this district have a reasonable setback from streets and highways. It is the purpose of this district to protect such agricultural or extractive uses from unplanned urbanization so long as the land is not programmed for essential municipal services.

SECTION 22-155.4 DIMENSIONAL STANDARDS

Table 22.155.4.1 provides the density and dimensional standards for each zone. No building, structure or use shall hereafter be erected, constructed or established on a lot that does not meet the requirements for lots as contained in this chapter and for the district in which said lot is located, except for nonconforming lots of record.

Table 22-155.4.1. Agricultural Dimensional Standards

Standard	Agricultural Zoning Districts
Minimum lot size	Five (5) Acres
Minimum lot width (all lots of 10 acres or less) (feet)	330'
Minimum street frontage (feet)	None
Front yard setback (feet)	50'
Side yard setback (feet)	30'
Side yard setback – Accessory Building (feet)	10'
Rear yard setback (feet)	50'
Maximum site coverage (Interior lot)	30%
Maximum site coverage (Corner lot)	35%
Maximum site coverage (Accessory buildings)	20% of rear yard
Maximum building height (feet)	35'
*See each classification of zones for additional regulations that may apply to specific zonings.	

SECTION 22-155.5 AREA REGULATIONS

- A. There shall be a lot area of not less than five (5) acres including street dedications, and not more than one (1) principal building shall be permitted on any one (1) lot.
- B. Where a lot has less area than required in this chapter and all the boundary lines of that lot touch lands under other ownership on the effective date of these regulations codified in this Code. That lot may be used for any of the uses permitted by this section.
- C. The raising of animals or poultry in accordance with the ordinances of the City of Shawnee and in accordance with the following provisions:
 - 1. There shall be provided a fenced area of not less than twenty thousand (20,000') square feet exclusive of the area covered by main buildings and required front and side yards, for each large animal, including horses, cattle, sheep and all structures and buildings for the care and protection of animals shall be located not closer than twenty (20') feet to a side or rear lot line.
 - 2. Animals and poultry may not be kept on any lot of less than two (2) acres which does not contain an occupied dwelling.
 - 3. The raising of hogs shall be prohibited on all tracts of less than forty (40) acres. The number of hogs over two (2) months of age shall not exceed twenty (20) grain-fed or five (5) garbage-fed hogs. Hogs shall not be located closer than one hundred (100') feet to the property line of the tract on which they are located.
- D. If twenty-five (25%) percent or more of the lots on one (1) side of the street between two (2) intersecting streets are improved with buildings, all of which have observed an average setback line of greater than fifty (50') feet, and no building varies more than five (5') feet from this average setback line, then no building shall be erected closer to the street line than the minimum setback so established by the existing buildings; but this regulation shall not require a front yard of greater depth than sixty-five (65') feet.

RESIDENTIAL USES

SECTION 22-160

SECTIONS:

22-160.1	PURPOSE
22-160.2	USES
22-160.3	CLASSIFICATION OF ZONES
22-160.4	DIMENSIONAL STANDARDS
22-160.5	TOWNHOUSE DEVELOPMENT STANDARDS
22-160.6	TRADITIONAL NEIGHBORHOOD INFILL STANDARDS
22-160.7	MULTIFAMILY DEVELOPMENT STANDARDS
22-160.8	OTHER RESIDENTIAL STANDARDS
22-160.9	LARGE FAMILY CHILD CARE HOME

SECTION 22-160.1 PURPOSE

It is the City of Shawnee’s intent that residential neighborhoods and uses be developed and preserved against intrusions by incongruous land uses. These zone classifications are established, in order to permit a variety of housing and population densities with minimal conflict. Protection is provided against hazards, objectionable influences, traffic and building congestion, undue strain on municipal services, and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in these districts.

There are four primary residential zoning districts established for the city, including one rural residential designation (RE), one low density designation (R-1), one medium density designation (R-2) and one high density zone (R-3). In addition, a Traditional Neighborhood (TN) Floating Zone is also established to address infill development on lots legally existing prior to 1960. More limited (secondary) residential development is allowed in some commercial zone designations as provided for in other sections.

SECTION 22-160.2 USES

The permitted uses in the residential districts are set forth in Table 22-160.2.1. Where the letter “X” appears on the line of a permitted use and in the column of a district, the listed use is permitted in that district, subject to the general provisions of the Zoning Code as set forth in the preceding sections. Where the letter “P” appears, the use is permitted subject to acquiring a Conditional Use Permit as set forth in Section 22.205.7.

Table 22-160.2.1. Permitted Uses in Residential Districts

TABLE OF PERMITTED USES IN RESIDENTIAL DISTRICTS	RE	R-1	R-2	R-3	TN
Accessory Dwelling Unit (ADU) to single family residential	—	—	P	P	P
Accessory structure and/or use, not including dwelling unit	X	X	X	X	X
Apartments, multi-family dwellings (high density)	—	—	—	X	—
Duplex or triplex	—	—	X	X	—
Home occupation (shall comply with the home occupation provisions set forth Section 22-175.18)	X	X	X	X	X
Mobile and/or manufactured home parks	—	—	—	P	—
Single family detached dwelling (on individual lots)	X	X	X	X	X

Townhouse (single family attached on individual lots)	—	—	X	P	—
Institutional and/or Nonresidential Uses					
Adult companion home	X	X	X	X	—
Assisted living, nursing, continuum of care facility	—	—	—	P	—
Bed and breakfast	P	P	P	P	—
Boarding or rooming house	—	—	—	P	—
Cemetery or memorial garden	P	P	P	P	—
Communication towers/cell phone towers	—	P	P	P	—
Community uses (swimming pools, community centers)	P	P	P	P	—
Family child care home	X	X	X	X	—
Golf course	P	P	P	P	—
Group home	X	X	X	X	—
Hospital, outpatient medical facilities	—	—	—	P	—
Large family child care home	P	P	P	P	—
Privately owned primary and secondary educational facilities	P	P	P	P	—
Public buildings and facilities, including schools	X	X	X	X	—
Religious facilities	X	X	X	X	—
Residential care home	—	—	P	P	—
Residential child care facility	—	—	P	P	—
Agricultural Uses					
Agricultural land uses, buildings and activities on tracts over 2 acres	X	—	—	—	—
Apiary	X	—	—	—	—
Community garden	X	X	X	X	X
Greenhouses/nursery- no products sold on the premises	X	X	X	X	—
In the cases a use is not listed above and which, in the opinion of the Director, is similar in character and is not more obnoxious or detrimental to the area in which it is located, by reason of noise, offensive odor, smoke, dust, vibration, traffic congestion or danger to life and property is also permitted.					

SECTION 22-160.3 CLASSIFICATION OF ZONES

A. RE, Residential Estates District

This Residential Estates District is intended to provide for very low density single family housing with rural amenities, where partial urban services are provided by the municipality and health and safety standards may be otherwise insured by the individual on large lots. It is anticipated that the tracts in this district will be in close proximity to residential and commercial uses and be adequately served by police and fire protection and all City services when available.

B. R-1, Single Family Residential District

The principal use of land is for single family dwellings and related recreational, religious, and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities, and through consideration of the proper functional relationship of each element.

C. R-2, Medium Density Residential District

This is a residential district to provide for a slightly higher population density but with basic restrictions similar to the R-1 District. The principal use of land is for medium density and related recreational, religious, and educational facilities normally required to provide a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities, and through the consideration of the proper functional relationship and arrangement of each element.

D. R-3, Multi-family Residential District

This R-3 Multi-family Residential District is intended to provide for multiple family developments which have a concentration of dwelling units served by open spaces including common areas and facilities. The principal use of land is for townhouses and multiple family dwellings and recreational, religious, and educational uses normally located to serve the basic elements of convenient, balanced, and attractive living areas.

SECTION 22-160.4 DIMENSIONAL STANDARDS

Table 22-160.4.1 provides the density and dimensional standards for each zone. Note that other dimensional standards may be approved as part of an approved PUD. No building, structure or use shall hereafter be erected, constructed or established on a lot that does not meet the requirements for lots as contained in this chapter and for the district in which said lot is located, except for nonconforming lots of record.

Table 22-160.4.1. Density and Dimensional Standards by Zone.

STANDARD	RESIDENTIAL ZONING DISTRICTS				
	RE	R-1	R-2	R-3	TN
Minimum lot size (square feet)	One acre or larger if required by Health Department or Oklahoma DEQ	6,000'	1,800 (townhouse) 6,000 (one unit) 10,000 (2-3 units) *maximum density for townhouse development is 3 units per 10,000 square feet	1,800' (townhouse) 6,000' (one unit) 10,000' (2-3 units) 10,000' + 2,000' per unit over three (multifamily)	As established per legal lot of record (see Section 22-160.6)
Minimum lot width (feet)	120'	60'	20' (townhouse) 60' (one unit) 80' (2-3 units)	20' (townhouse) 60' (one unit) 80' (2-3 units) 100' (more than 3 units)	As established per legal lot of record (see Section 22-160.6)
Minimum street frontage (feet)	75'	35'	20' (townhouse) 35' (one unit) 50' (2-3 units)	20' (townhouse) 35' (one unit) 50' (2-3 units) 80' (over 3 units)	As established per legal lot of record (see Section 22-160.6)
Front yard setback (feet)	40'	25' 20' (cul-	25'	25'	See Section 22-160.6

		de-sac lot)			
Front yard setback – rear loading or front recessed loading garage (feet) ¹	N/A	15'	15'	Only approved through PUD process	N/A
Side yard setback (feet)	10'	5'	5'	5'	5'
Side yard setback – corner lot (feet)	15'	15'	15'	10'	See Section 22-160.6
Rear yard setback (feet)	40'	20'	10'	10'	10'
Setback, side and rear for unattached accessory structures (feet)	10'	10'	10'	10'	5'
Maximum site coverage (building footprint)	15%	35%	35%	50%	60%
Maximum building height – residential (feet)	35'	35'	35'	45'	35'
Maximum building height – accessory structure (feet)	20'	20'	20'	35'	20'

¹Applicable only to residences with attached or detached garages located in the rear of the yard and accessed from an alleyway or if accessed from the front yard, the garage shall be setback five (5') feet from the front building line of house.

SECTION 22-160.5 TOWNHOUSE DEVELOPMENT STANDARDS

Townhouse development on new or existing lots shall adhere to the following standards:

- A. Each townhouse shall be located on its own legal lot of record.
- B. Townhouse buildings shall include no more than eight (8) townhouse units and shall be separated by not less than fifteen (15') feet, inclusive of setback areas.
- C. Townhouse development shall be designed so that garage doors do not dominate the ground level street-facing facade and do not project beyond the front plane of the residence. This can be accomplished by incorporating alley access into site design and locating garage and parking areas to the rear. Garage doors shall not comprise more than fifty (50%) percent of the front yard facing

facade of a townhouse and shall not extend beyond the front building elevation (plane of the structure).

- D. Townhouses with street-facing garages may have one driveway access located between the street and the primary building entrance for every two (2) dwelling units, provided they meet the following criteria:
 - 1. Where two abutting townhouses have street-facing garages, they shall share one driveway access that does not exceed twenty (20') feet in width where it intersects the street;
 - 2. All primary building entrances shall be connected to a driveway (and sidewalk) via a pedestrian walkway that is not less than three feet wide;
 - 3. The maximum number of consecutively attached townhouses with garages facing the same street is six (three shared driveways).
- E. Building facade modulation or appropriate architectural treatment shall occur at least every thirty (30') feet along the length of facades facing adjacent properties or a public street. Minimum modulation depth shall be two (2') feet. The use of covered front porches, end wall windows, building offsets/modulation, dormers and other design techniques shall be included in the design, although there is not a specific architectural requirement.
- F. Additional conditions for townhouse developments including provisions for landscaping, architectural design, recreation and open space, stormwater management, street and infrastructure improvements and other topic, may be required by the city as part of the platting, PUD and development process in accordance with applicable rules.

SECTION 22-160.6 TRADITIONAL NEIGHBORHOOD INFILL STANDARDS

The Traditional Neighborhood (TN) floating zone is applied to legally created lots that are located in plats or replats recorded prior to 1960. The underlying base zoning of the lot does not change, but rather additional zoning standards are applied (as an overlay) to the base zoning to ensure that construction is compatible with the neighborhood. Nothing in this section shall be interpreted as limiting the re-platting of existing lots.

- A. Build-to line. The intent of a build-to line is to ensure that new residences constructed in established neighborhoods are placed in a manner that is compatible and consistent with the placement characteristics of existing neighborhoods, and to maintain a consistent building line. If existing residences are close to the street with shallow front yards, so too should be the residential infill development.
- B. Requirement. The build-to line in an established neighborhood shall be as determined by the Director pursuant to this intent. In the case of residential infill development on a corner lot, the prevailing principal building setbacks along the side street shall establish the build-to line along the side street.
- C. Setback Averaging. The front-yard setback shall be as required by the build-to-line as established by the Director, unless the adjacent residential setbacks vary in distance. In this case, the setback is based on the average of the respective as-built setbacks on the two adjoining lots. See Figure 22-160.6.1 for an example of setback averaging. The resulting average setback shall be the minimum setback. The maximum setback shall not exceed the adjacent residence with the greatest setback. If the undeveloped lot is a corner lot, the build-to-line shall be consistent with the residential structures on either side. Figure 22-160.6.2 illustrates such a scenario.
- D. Setback Variance. The Zoning Board of Adjustment may grant a variance to any build-to line established by the Director, in cases where site constraints (e.g., protection of existing trees, topographic limitations, etc.) or other practical difficulty would warrant such a variance.

Figure 22-160.6.1. Setback averaging for interior lots.

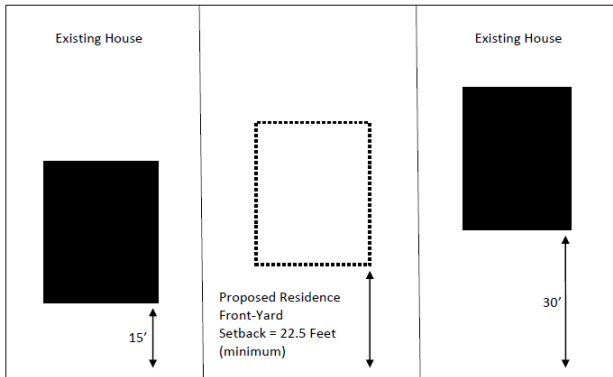
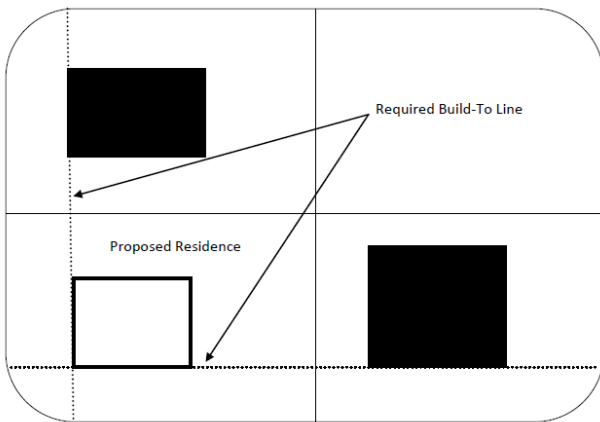


Figure 22-160.6.2. Setback averaging for corner lots.



SECTION 22-160.7 MULTIFAMILY DEVELOPMENT STANDARDS

Multifamily housing (more than three units) developments shall be constructed in accordance with the following standards:

- A. Parking lots shall be located to the side and/or behind buildings and shall not dominate the front yard area. A five foot landscape buffer shall rim the perimeter of the parking lot and planting islands shall be included in accordance with the established landscaping requirements.
- B. Units adjacent to public or private streets shall have the primary building entrances located on the façade facing the street.
- C. Pedestrian access routes shall be provided from the public or private street(s) to all primary building entrances in the form of a continuous separated pathway of at least five feet in width.
- D. Building facade modulation or appropriate architectural treatment shall occur at least every thirty (30') feet along the length of facades facing adjacent properties or a public street. Minimum modulation depth shall be two (2') feet. All buildings shall incorporate design features such as varying roof lines, offsets, balconies, projections (e.g., overhangs, porches, or similar features), recessed or covered entrances, window reveals, or similar elements to break up large expanses of uninterrupted building surfaces (blank walls).
- E. Developments with multiple buildings shall use appropriate architectural variations and use of colors to differentiate buildings within the development.

- F. Large multifamily complexes that have more than 25 units shall include an open space and recreational component into the site design, which comprises at least fifteen (15%) percent of the gross site area. This requirement can be accomplished through the use of landscaping, play areas and common open space.
- G. Lighting shall be directed downward, inward and away from public rights-of-way and adjoining uses. All lighting shall be shielded so that the direct illumination shall be confined to the property boundaries of the light source.
- H. The Director reserves the right to approve an alternative design that does not meet the above standards when unique site conditions make strict adherence to the standards of this section impractical; provided, that in doing so, the Director may levy additional conditions as mitigation.

SECTION 22-160.8 OTHER RESIDENTIAL STANDARDS

The following supplemental standards apply to all zoning districts in the City, but are located in this Section because they are most often applied to residentially-zoned property. The regulations set forth in this section qualify or supplement, as the case may be, the specific zoning district regulations appearing in Section 22-160.4.

- A. Street access for dwellings. The following standards apply:
 - 1. No dwelling shall be erected on a lot which does not abut on an approved street built according to the subdivision and development standards specified in the adopted Shawnee Subdivision and Development Standards. This abutment shall be at in accordance with the dimensional standards in Section 22-160.4. A street shall form the direct and primary means of ingress and egress of all dwelling units. Alleyways are a permitted as a means of providing access to parking locations and ease of access to main structure. The front façade of the structure shall generally face the public right of way, even if the street is not the main point of access to the residence.
 - 2. Provided however, the provisions herein relating to streets built according to said the Subdivision and Development Standards shall not apply to dwellings built on dedicated streets constructed prior to the adoption of said standards and accepted by the City for maintenance, or to dwellings built on streets constructed prior to their being annexed to the Corporate Limits of the City, if such streets were part of the county road system prior to annexation.
- B. Sight line at intersections. On all corner lots on which a front and side yard is required, no wall, fence, sign, structure or any plant growth having a height in excess of three (3') feet above the elevation of the lowest point of the crown of the adjacent roadway shall be maintained in a triangle formed by measuring from the point of the intersection of the front and exterior side lot lines a distance of thirty (30') feet along said front and side lot lines and connecting the points so established to form a right triangle on the area of the lot adjacent to the street intersection.
- C. Adjoining property. Where a lot has less area than required and all the boundary lines of that lot abut land under other ownership on the effective date of these regulations, the lot may be used for any of the uses permitted.
- D. Accessory building construction. Except in the A-1 Zone, no accessory building shall be constructed upon a lot until the construction of the main building has been commenced and no accessory building shall be used unless the main building on the lot is also being used. Accessory uses shall not include the conduct of trade unless permitted in conjunction with a permitted use. The accessory building and use must be clearly incidental to and customarily found in connection with the principal use or building.
- E. Institutional and nonresidential development standards. In order to address impacts and compatibility issues between residential and nonresidential development, nonresidential uses and

institutional uses not addressed elsewhere in this chapter shall comply with the following provisions:

1. The multifamily design standards set forth in Section 22-160.7 shall apply to new institutional and nonresidential buildings.
 2. For the purposes of this section, institutional and nonresidential development shall include hospitals, medical clinics, congregates/elder care facilities, office buildings, hotels, motels, churches, community centers, fraternal lodges, schools and similar nonresidential/institutional uses.
 3. Those uses that require a Conditional Use Permit are also required to meet all applicable criteria set forth in this Section.
- F. Area requirements for dwellings not served by sanitary sewer system. Sites for dwellings which are not served by a sanitary sewer system shall conform to the requirements of the Oklahoma State Department of Health.
- G. Trailer and boat parking. No trailer used for hauling or boat shall be stored or parked in any residential front yard or unscreened side yard or public utility easement; nor shall such trailer or boat project beyond the front of any building in a residential district. However, any boat that is tagged for the current year and is in working condition may be parked on a trailer in a residential, hard-surfaced (asphalt/concrete) driveway providing the boat is covered with a tarpaulin.
- H. Accessory Dwelling Units (ADUs). Accessory dwelling units are designed to allow for a secondary residence which is attached to the main structure or over a current detached garage. The intent of this regulation is to allow additional options for homeowners in relation to allowing family members or renters housing while still maintaining a neighborhood feel. In addition to a Conditional Use Permit, accessory dwelling units must also meet the following criteria:
- General Requirements:
1. The property owner must reside in either the principal structure or the ADU.
 2. Only one ADU is allowed per lot in conjunction with a single family house. ADUs are not allowed in conjunction with duplexes, triplexes or multi-family dwelling units.
 3. An instrument shall be recorded with the register's office covenanting that the structure is being established as an accessory dwelling unit and may only be used under the conditions expressed herein.
 4. The ADU may only be located in the established rear yard.
 5. The living space of the ADU shall not exceed 900 square feet.
 6. The footprint of a single story detached accessory dwelling shall not exceed 50% of the first floor area of the principal structure.
 7. The footprint of a two-story detached accessory dwelling shall not exceed 40% of the first floor of the principal structure.
 8. ADUs with a second story dwelling unit shall enclose the stairs interior to the structure.
 9. The ADU shall be of similar style, design and material color and used for the principal structure and shall use similar architectural characteristics, including roof form and pitch, to the existing principal structure.
 10. A home occupation shall not be based out of the ADU.
 11. The ADU must provide, at minimum, one off-street parking space.
 12. A separate driveway providing exclusive access to the ADU from a road shall not be allowed unless problematic lot-specific circumstances exist which requires approval from the Director.
 13. The lot area shall be larger than 10,000 square feet.
- I. In all residential districts, churches and main and accessory buildings, other than dwellings, and buildings accessory to dwellings, shall set back from all exterior and interior side lot lines a distance of not less than thirty-five (35') feet.

SECTION 22-160.9 LARGE FAMILY CHILD CARE HOME

Large Family Child Care Homes may be permitted as an accessory use to a permitted residential use within a Single Family Residential Zoning Districts provided that such use shall:

- A. Be permitted only with a Conditional Use Permit;
- B. Comply with all rules, regulations, and licensing requirements adopted by the State of Oklahoma through its Department of Human Services;
- C. Provide off street (on-site) loading areas convenient to customers;
- D. Provide adequate off-street (on-site) parking for employees, volunteers, and visitors;
- E. Shall limit the operation and provision of services thereof to the hours between 6:00 am and 9:00 pm daily;
- F. Be designed such that there is no play equipment or care of children in the front or exterior side yard, and such that all outdoor facilities shall be enclosed by a fence with an automatically closing and latching gate;
- G. Be developed, maintained and operated so that the building and yards have the appearance and character of a single family dwelling, and do not detract from abutting single family dwelling properties;
 - 1. Meet the distance separation requirements
 - 2. Have a capacity not exceeding twelve (12) children who are not related to the owner or operator thereof.

COMMERCIAL USES

SECTION 22-165

SECTIONS:

- 22-165.1 PURPOSE**
- 22-165.2 USES**
- 22-165.3 CLASSIFICATION OF ZONES**
- 22-165.4 DIMENSIONAL STANDARDS**
- 22-165.5 COMMERCIAL BUILDING DESIGN STANDARDS**
- 22-165.6 MAJOR NONRESIDENTIAL OFFICE OR RETAIL BUILDING
STRUCTURE DESIGN STANDARDS**
- 22-165.7 RESIDENTIAL STANDARDS IN C-4 ZONE**
- 22-165.8 OUTDOOR STORAGE**

SECTION 22-165.1 PURPOSE

It is the City of Shawnee’s intent that commercial districts and uses be developed with minimal intrusion on incongruous land uses. These zone classifications are established, in order to permit a range of commercial uses and varying levels of intensity. Protection is provided against hazards, objectionable influences, traffic and building congestion, undue strain on municipal services, and lack of light, air and privacy.

There are six (6) primary commercial zoning districts established for the city, including one neighborhood commercial district (C-1), one suburban office commercial district (C-2), one automotive and commercial recreation district (C-3), one central business district (C-4), one general commercial district (C-5), and one planned shopping center district (CP).

SECTION 22-165.2 USES

The permitted uses in the commercial districts are set forth in Table 22-165.2.1. Where the letter “X” appears on the line of a permitted use and in the column of a district, the listed use is permitted in that district, subject to the general provisions of the Zoning Code as set forth in the preceding sections. Where the letter “P” appears, the use is permitted subject to acquiring a Conditional Use Permit (CUP) as set forth in Section 22-205.7. If the box is blank or the use is not listed, it is not permitted outright or conditionally.

Table 22-165.2.1. Permitted uses in Commercial Zoning Districts

USES	ZONING DISTRICTS					
	C-1	C-2	C-3	C-4	C-5	CP
Accessory uses commonly secondary and accessory to a permitted use	X	X	X	X	X	X
Accessory uses that require parking, but utilize a very small footprint such as ice-vending machines, snow cone stands, and similar-type businesses/uses	P	—	X	—	—	—
Administrative and professional office (with drive-through facility)	P	—	X	X	X	X
Administrative and professional office, stand-alone (without drive-through facility)	X	X	X	X	X	X
Animal boarding, kennel	—	—	P	P	P	P
Animal sales, pet store, grooming, incidental use of kennel	X	—	X	X	X	X
Automotive repair, tires and service, towing and other road services	—	—	X	X	X	X
Automotive sales and service	—	—	X	X	X	—
Bakery, food manufacturing and preparation, catering business (not associated with another permitted use)	X	—	X	X	—	—
Drinking Establishments: Sitdown, Alcohol Permitted	—	—	P	P	P	P

Bed and breakfast inn	X	—	—	X	—	—
Beer, wine, or liquor store (off-premise consumption of alcohol)	—	—	P	P	P	P
Bus, motorcycle, all-terrain vehicle dealers, truck, or large vehicle dealers	—	—	X	—	X	X
Car washes or car care centers	P	—	X	—	X	X
Car, truck, trailer or recreational vehicle rental and leasing	—	—	X	X	X	—
Communication towers/cell phone towers	—	—	P	P	P	—
Eating establishment: drive-in, drive-through restaurant (fast food)	—	—	X	P	X	X
Eating establishment: sit-down, with no or incidental consumption of alcoholic beverages	P	—	X	X	X	X
Farm equipment sales and service, including feed store, nursery	—	—	X	X	X	X
Department store / superstore building	—	—	X	X	X	X
Gasoline service station	—	—	X	X	X	—
Grocery stores, food markets	X	—	X	X	X	X
Hotel, motel, inn	—	—	X	X	P	X
Laundry service, dry cleaning	—	—	X	X	X	X
Light automobile dealer	—	—	X	—	P	P
Lumberyard, building materials, hardware store	—	—	X	X	X	X
Outdoor sales and storage of materials	—	—	X	X	—	—
Pawnshops	—	—	X	—	X	—
Personal services	X	X	X	X	X	X
Retail sale of low-point beer for off-premise consumption	—	—	X	X	X	X
Retail sales and service	X	—	X	X	X	X
Sales and service for mobile homes, travel trailers, campers, trailers, large trucks and equipment	—	—	X	—	P	P
Scrap operators, automobile towing with storage, and salvage	—	—	P	—	—	—
Sidewalk dining, seating within public right-of-way	—	—	—	X	—	—
Personal storage (mini-storage)	—	—	X	—	—	—
Tattoo parlors	—	—	X	X	X	X
Veterinary clinic, including: pet services and grooming, incidental boarding	—	—	X	X	—	—
Warehousing, light industrial assembly, manufacturing	—	—	—	X	—	—
Wholesaling, storage and distribution	—	—	X	X	—	—
Residential Uses						
Home occupation	X	—	X	X	—	—
Multifamily dwellings	P	—	P	X	—	—
Residential uses within existing buildings, subject to Section 22-165.7	—	—	—	X	—	—
Townhouses	X	—	—	X	—	—
Public Assembly Uses						
Active open space/athletic fields / golf courses, except City parks	P	P	P	P	P	P
Amusement, sports, or recreation establishment (not specifically enumerated)	—	—	P	P	P	P
Bowling, billiards, pool etc.	—	—	P	P	P	P
Fitness, recreational sports, gym, health spa or athletic club	X	—	X	X	P	P
Outdoor miniature golf establishment	—	—	P	P	P	P
Performance or movie theater	—	—	X	X	X	X

Indoor recreation, amusement activities (mini-golf, arcade, bowling, etc.)	—	—	X	X	X	X
Religious facilities	X	X	X	X	X	X
Community or Institutional Use						
Assisted living, nursing, continuum of care facility	—	—	X	X	—	—
Cemetery, monument, tombstone or mausoleum	—	—	X	—	—	—
Child and youth services	P	—	X	X	X	X
City, County or Federal facilities	X	X	X	X	X	X
Clubs or lodges	P	—	X	X	—	—
Communication facilities, towers, except public emergency communication facilities	P	P	X	X	X	X
Community centers, library services	X	X	X	X	X	X
Community gardens	X	X	X	X	X	X
Cremation facilities	—	—	P	P	—	—
Child care center	P	P	X	X	X	X
Funeral homes	—	—	X	X	—	—
Hospital building, medical clinic over 15,000 square feet	P	—	X	P	P	X
Medical clinic building, hospital, under 15,000 square feet	P	—	X	X	X	X
Museum, exhibition, or similar structure	P	—	X	X	X	X
Public safety-related or public administration facility, including ambulance service	X	X	X	X	X	X
Public services or utilities	X	X	X	X	X	X
Residential care home	—	—	—	P	—	—
Residential child care facility	—	—	—	X	—	—
School or university buildings (privately owned)	—	—	X	X	X	X
Services for elderly and disabled	P	—	X	X	X	X
Social assistance, welfare, and charitable services (not otherwise enumerated)	P	—	X	X	X	X
Treatment facility	—	—	P	P	—	—
Transportation-Related Facilities						
Automobile parking facilities	X	X	X	X	X	X
Bus stop shelter	X	X	X	X	X	X
Bus terminal	—	—	X	X	X	P
Bus or truck maintenance facility	—	—	X	—	X	—
School and employee bus transportation	X	X	X	X	X	X
In the cases a use is not listed above and which, in the opinion of the Director, is similar in character and is not more obnoxious or detrimental to the area in which it is located, by reason of noise, offensive odor, smoke, dust, vibration, traffic congestion or danger to life and property is also permitted.						

SECTION 22-165.3 CLASSIFICATION OF ZONES

A. C-1, Neighborhood Commercial District

This C-1, Neighborhood Commercial District is intended for a unified grouping in one or more buildings of retail shops and stores and personal services of limited size and service area that provide for the regular needs and are for the convenience of the citizens residing in the adjacent residential neighborhood where retail shops and personal services are not otherwise readily available. Because these shops and offices are lower intensity uses, they may be designed to be located along arterial streets in close proximity to housing areas or as limited service facilities in larger planned high density housing areas. This district is limited to the types of uses that will not cause an adverse impact (i.e. noise, lighting traffic) upon the surrounding areas. This district is

also intended to reduce auto trips by permitting a limited group of commercial uses to be located in close proximity to residential areas. It is intended that the suburban convenience center be developed as a unit with adequate off-street parking space for customers and employees, and with appropriate screening and landscaping.

B. C-2, Limited Office District

This commercial district is intended primarily for business and professional offices that are compatible with residential use. The district is suitable for business, consulting, executive or administrative offices which can occupy low rise structures in a low density landscaped setting. This district is designed to serve as a transition zone between commercial and residential districts, and to provide a district for office space without the more intensive retail uses of the commercial zone.

C. C-3, Highway Commercial District

This C-3, Automotive and Commercial Recreation District is established as a district in which the principal use of land is for establishments offering accommodations, supplies or services to motorists, and for certain specialized uses such as retail outlets, extensive commercial amusement and service establishments which serve the entire community but do not, and should not necessarily, locate in more restrictive commercial districts.

All servicing of vehicles and assembly of equipment carried on as an incidental part of the sales operation shall be conducted within a completely enclosed building.

D. C-4, Central Business District

This C-4 Central Business District is designed for the conduct of the personal and business services and the general retail trade of the community. It is designed to accommodate a wide variety of commercial uses in the Central Business District or areas of mixed business enterprises. It will not normally be applied in the case of new commercial areas.

Direct Location Restriction

Request for C-4 CBD zoning district shall only be granted as an extension of an existing CBD zoning district. To be eligible for rezoning to this district, a parcel shall abut or be adjacent across from a street or alley from the existing CBD district. The C-4 zoning district is a limited geography associated with the historic downtown.

E. C-5, General Commercial District

The C-5, General Commercial District is intended to provide a place for those types of commercial activities that require separate buildings and building groups surrounded by landscaped yards, open space and adequate parking with major access available. This district should be utilized at points of direct access from freeways and arterial intersections or in areas identified for heavy commercial activity that will be well separated from nearby residential areas. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

F. CP, Planned Shopping Center District

This CP, Planned Shopping Center District is established as a district intended for a unified grouping, in one (1) or more buildings, of retail shops and stores that provide for the regular needs and are for the convenience of the people residing in the adjacent residential neighborhoods. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased

traffic, noise, and general nonresidential activity which will be generated. It is intended that the neighborhood shopping center be developed as a unit, with adequate off-street parking spaces for customers and employees, and with appropriate landscaping and screening materials.

1. Area Regulations

The following shall apply to all uses permitted in this CP District:

Gross Floor Area: There shall be more than one (1) shop or store in the CP, Planned Shopping Center and the combined total gross floor area shall be a minimum of seven thousand (7,000) square feet.

2. Common Parking Facilities

Off-Street parking requirements set forth in Section 22-185, may be complied with by providing a permanent common off-street parking facility for all of the uses within a permanent common off-street parking facility for all of the uses within the planned shopping center, provided that the lot of spaces provided shall not be less than the sum of the individual requirements; provided, however, that in no case shall the amount of off-street parking area, including driveways required for ingress and egress and circulation, be less than two and one-half (2-1/2) times the gross floor area of the shopping center.

SECTION 22-165.4 DIMENSIONAL STANDARDS

Table 22-165.4.1 provides the density and dimensional standards for each zone. Note that other dimensional standards may be approved as part of an approved PUD. No building, structure or use shall hereafter be erected, constructed or established on a lot that does not meet the requirements for lots as contained in this chapter and for the district in which said lot is located, except for nonconforming lots of record.

Table 22-165.4.1. Density and Dimensional Standards by Zone.

STANDARD	COMMERCIAL ZONING DISTRICTS*					
	C-1	C-2	C-3	C-4	C-5	CP
Minimum lot size (square feet)	5,000'	5,000'	10,000'	2,500'	10,000'	200,000'
Minimum lot width (feet)	50'	50'	100'	25'	100'	300'
Minimum street frontage (feet)**	50'	50'	100'	25'	100'	300'
Front yard setback (feet)	25'	25'	25'	0'	25'	25'
Front yard setback – with parking in rear. (feet)	15'	15'	25'	0'	25'	25'
Side yard setback (feet)	0	0	0	0'	0	0
Side yard setback – abutting a residential district (feet)	2' for every 1' of building height.	2' for every 1' of building height.	2' for every 1' of building height.	0'	2' for every 1' of building height.	2' for every 1' of building height.
Side yard setback-abutting a public right of way (feet)	15'	15'	15'	0'	15'	15'
Rear yard setback-business serviced from rear (feet)	30'-Does not include parking spaces	30'-Does not include parking spaces	30'-Does not include parking spaces	0'	30'-Does not include parking spaces	30'-Does not include parking spaces
Rear yard setback-business not serviced from rear (feet)	15'	15'	15'	0'	15'	15'
Accessory structure	Rear Yard only- must meet all setbacks	Rear Yard only- must meet all setbacks	Rear Yard only- must meet all setbacks	NONE	Rear Yard only- must meet all setbacks	Rear Yard only- must meet all setbacks
Maximum site coverage (building footprint)	No more than 40%	No more than 40%	30%- The gross floor area of main building shall not exceed area coverage.	NONE	No more than 40%	25%-The gross floor area of main building shall not exceed area coverage.
Maximum building height – Commercial (feet)	35' 45' (with CUP)	35' 45' (with CUP)	45'	35' 45' (with CUP)	35' 45' (with CUP)	35' 45' (with CUP)

*See each classification of zones for additional regulations that may apply to specific zoning districts.

** An access agreement may be approved by the Director in lieu of public street frontage in the C-3, C-5 and C-P zones to allow for outlot development that utilizes an internal roadway network that is privately maintained. Such allowance shall not require a variance.

SECTION 22-165.5 COMMERCIAL BUILDING DESIGN STANDARDS

A. Purpose

This section is intended to promote architectural design standards and aid in the creation of structures that are visually interesting and an asset to the Community. With building design standards, the image residents hold of the Community are reflected in the style of construction and enhance the attractiveness of streetscapes and reflect the community as a whole. With the use of design standards the Community can insure variety and create a positive Community image that can improve the quality of life for all residents.

B. General Requirements

The provisions of this subsection shall apply to all commercial, nonresidential structures, including development, renovation or redevelopment. This includes major nonresidential office or retail building structure.

1. Metal Construction

All metal construction must include masonry facades as outlined below. These requirements shall apply to all principal structures and accessory buildings larger than 200 square feet. For purposes of this section of the ordinance, *masonry materials* shall mean and include brick, slump-faced or decorative concrete masonry unit (CMU), stucco, concrete (poured in place, pre-cast or tilt-wall) with aggregate, sandblasted or textured coating finish, stone, rock or other structural material of equal durability and architectural effect.

- a. Masonry requirements on building sides: All metal buildings constructed on non-residential property, or residential property whose use is non-residential, zoned RE, R-1, R-2, R-3, C-1, C-2, C-3, C-4, C-5 or CP, according to the City of Shawnee's official Zoning Map, shall have exterior walls constructed using masonry material covering at least sixty (60%) percent of the façade, except in the C-4 Zone, which shall require eighty (80%) percent coverage. Windows and standard doors shall be included in the coverage total, but garage doors shall not.
- b. Façade shall mean any exterior wall or face of a building that fronts on a dedicated public street.
- c. Metal roofs are permitted and coated aluminum siding may be used to cover clapboards on existing buildings.
- d. Additions to existing buildings shall be deemed new construction under these provisions and the façade requirements shall apply to the new portion.

2. New Infill Construction

The construction of new buildings on vacant lots downtown should be encouraged. Buildings should be designed to look appropriate and compatible with surrounding buildings. The central idea behind good infill construction is to be consistent with the design around it. These design guidelines shall be adhered to:

- a. Height. Infill construction should share a similar height to surrounding buildings. It shall, at the least, be the average height of the adjacent buildings.
- b. Width. The infill building shall reflect the style of the facades on either side along the street. If the site is large, the mass of the façade can be divided into a number of small bays.
- c. Proportion. The relationship between height and width of existing facades shall be respected.
- d. Consistent Setback. The new building shall have consistent front setback with that of its neighboring building.
- e. Composition. The composition of infill façade should be similar to that of surrounding facades.

3. Refuse Facilities

A concrete approach loading pad shall be constructed in front of all refuse enclosures. Such pad shall be at least twelve (12') feet wide by twelve (12) feet long, and a minimum of six inches thickness of concrete at a standard of 3500 PSI.

- a. All refuse shall be enclosed and screened on all four sides so that they are not visible from adjacent public right-of-way.
- b. Required enclosures shall have a minimum inside dimension of twelve (12') feet by twelve (12') feet with an enclosure gate opening of not less than twelve (12') feet in width. The height of any such enclosure shall be that necessary to prevent refuse material from protruding above the enclosure.
- c. Waste container enclosures shall have steel framed grates with spring-loaded hinges and fasteners. Keeper latches shall be required to hold gates in the fully opened position while refuse containers are being serviced. Four-inch diameter pipe bollards shall be required inside each enclosure to protect the enclosure from truck operation.
- d. All required enclosures shall be at a minimum a combination of brick columns matching the building and sight-proof wood fencing.
- e. An unobstructed approach path of not less than fifty (50') feet in length shall be required for a 35-foot long collection truck to access the refuse facility. A turn-around area shall be provided of sufficient length to allow the collection truck to exit without backing onto a public right-of-way.

SECTION 22-165.6 MAJOR NONRESIDENTIAL OFFICE OR RETAIL BUILDING DESIGN STANDARDS

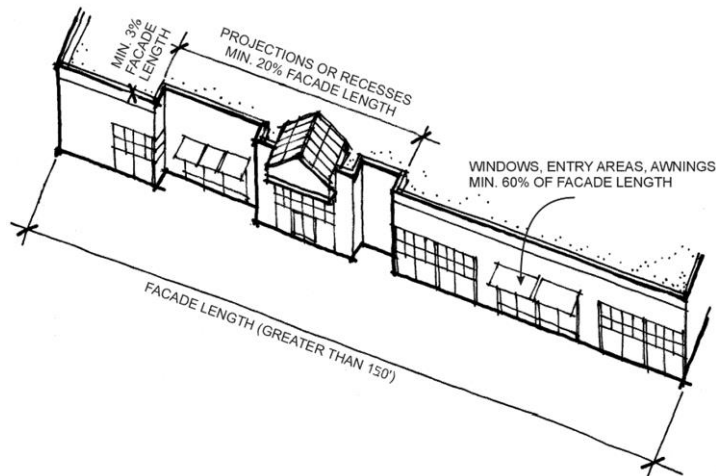
A. Applicability

1. This subsection shall apply to new development, with a gross floor area of more than 40,000 square feet and/or when a building wall length is 150 feet or greater along a public right of way.
2. These standards shall be in addition to the general requirements of the building design standards. In case of conflict, the standards in this section shall overrule general requirements.

B. Facades and Exterior Walls

1. Facades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recessed having a depth of at least three (3%) percent of the length of the façade and extending at least twenty (20%) percent of the length of the façade. No uninterrupted length of any façade shall exceed one hundred (100') horizontal feet.
2. Ground floor facades that face public right-of-way shall have arcades, display windows, entry areas, awnings or other such features a long no less than sixty (60%) percent of their horizontal length.
 - a. Building structure façades shall include a repeating pattern that includes no less than three of the following elements:
 - i. Color changes
 - ii. Texture change
 - iii. Material module change; or
 - iv. An expression of architectural or structural bays though a change in plane no less than twelve (12'') inches in width, such as an offset, reveal or project rib.

Figure 22-165.6.1. Facades and Exterior Walls



C. Roofs

Roofs shall have no less than two of the following features:

1. Overhanging eaves, extending no less than three (3') feet past supporting walls.
2. Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of vertical rise for every three (3') feet of horizontal run and less than or equal to one foot of vertical rise for every one foot of horizontal run, or
3. Three or more roof slope planes

D. Materials and Colors

1. Predominant exterior buildings materials shall be high quality materials, including but not limited to, brick, sandstone, other native stone and tinted/textured concrete masonry units.
2. Façade colors shall be low reflectance, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.
3. Building trim and accent areas shall be no more than 15% of the exterior finish and may features EIFS, brighter colors, including primary colors, but neon tubing, fiber optic or similar lighting shall not be an acceptable feature for building trim or accent areas.

E. Entryways

1. Each applicable establishment shall have clearly defined, highly visible customer entrances featuring no less than three of the following:
 - a. Canopies or porticos
 - b. Overhangs
 - c. Recessed/projections
 - d. Arcades
 - e. Raised corniced parapets over the door
 - f. Peaked roof forms
 - g. Arches
 - h. Outdoor patios
 - i. Display windows
 - j. Architectural details such as tile work and moldings which are integrated into the building structure and design; or
 - k. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting

2. Where additional stores are located in the applicable establishment, each such store shall have at least one exterior customer entrance, which shall conform to the above requirements.

F. Sidewalks and Walkways

1. Perimeter sidewalks shall at a minimum meet the City Standards and be provided where required along all public rights-of-way.
2. Walkways of not less than five (5') feet in width should be provided along the length of any building façade with a customer entrance, and along any façade abutting a parking area.
3. Internal pedestrian walkways should provide weather protection features such as awnings and arcades within thirty (30) feet of all customer entrances.
4. All internal pedestrian walkways should be distinguished from driving surfaces.

G. Central Features and Community Space

Each structure subject to these standards shall contribute to the establishment or enhancement of community and public spaces by providing at least two (2) of the following features. Any such feature shall have direct access to the public sidewalk network and shall not be constructed of materials that are inferior to the principal materials of the building and landscape.

1. Patio / seating area
2. Pedestrian plaza with benches
3. Transportation center
4. Window shopping walkway
5. Outdoor playground area
6. Kiosk area
7. Water feature
8. Clock tower
9. Public art or
10. Other such deliberately shaped area and/or focal feature or amenity that, in the judgment of the Planning Commission adequately enhances such community and public space.

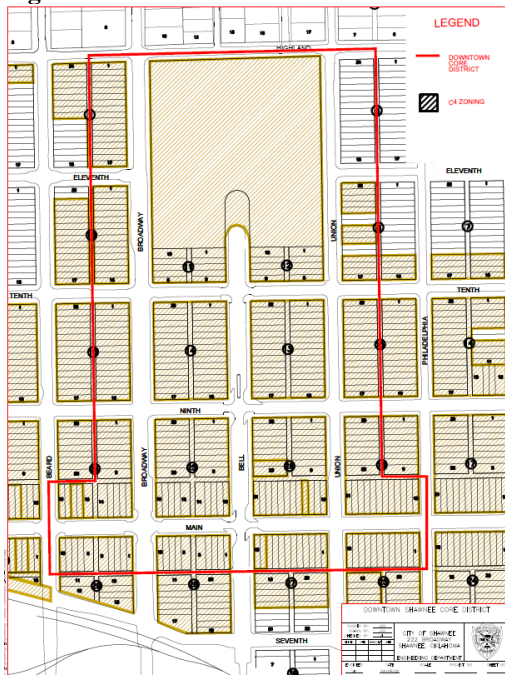
SECTION 22-165.7 RESIDENTIAL STANDARDS IN C-4 ZONE

All residential construction in the C-4 Zoning District shall adhere to the following standards:

- A. For the purposes of implementing this Section, “existing” shall mean structures that were in existence at the time of original adoption of this ordinance.
- B. For the purposes of implementing this Section, “ground floor” shall mean the first floor of a building other than a cellar or basement.
- C. Permitted residential uses shall be allowed on the ground floor level, only on properties located outside of the Downtown Core area as shown in Figure 22-165.7.1.
- D. Residential uses are permitted on upper floors of all buildings, existing or new, within the Downtown Core as shown in Figure 22-165.7.1.
- E. New multi-family or townhouse development not within existing structures shall be constructed in accordance with the following standards within the C-4 Zone:
 1. Parking lots shall be located to the side and/or back of buildings and shall not front upon Main Street.
 2. Units adjacent to public streets shall have the primary building entrances located on the façade facing the street.

3. All building elevations facing a public street right-of-way shall provide clearly marked and prominent primary entrances, and a combination of windows, porches, and/or balconies. A minimum of thirty-five (35%) percent of front (i.e., street-facing) elevations and a minimum of twenty-five (25%) percent of side and rear building elevations shall meet this standard. "Percent of elevation" is measured as the horizontal plane (lineal feet) containing doors, porches, balconies, terraces and/or windows. The standard applies to each full and partial building story.
4. Townhouse and multi-family development shall be designed so that garage doors do not dominate the ground level street-facing façade and do not project beyond the front plane of the residence. This can be accomplished by incorporating alley access into site design and locating garage and parking areas to the rear or by limiting and including design elements. Garage doors shall not comprise more than 40% of the front yard facing façade of a townhouse and shall not extend beyond the front building elevation (plane of the structure). There shall be no garage doors along Main Street.
5. Sidewalks are required along any public street that fronts a multi-family or townhouse development in the C-4 Zone and shall be installed by the developer. The minimum width shall be eight (8') feet.

Figure 22-165.7.1. Downtown Core District



SECTION 22-165.8 OUTDOOR STORAGE

- A. With the exception of permanent outside sales and display areas for retail stores, such as garden centers, no article or material shall be kept, stored or displayed outside the confines of the building unless it is so screened by fences, walls, or planting so that it is substantially screened from all public streets.
- B. If sight-proof screening is required, no outdoor sales and displays, and outdoor storage shall be stacked or extended above the required sight-proof screening.
- C. Special sales merchandise may be temporarily displayed outdoors for up to three times per year and for no longer than thirty (30) consecutive days. An extension may be permitted for up to thirty (30) days, at the discretion of the Director.

- D. No required parking lot area shall be used as a display or sales area.
- E. With the exception of the C-4 designation, no public sidewalk or street right-of-way shall be used for outside sales or display, except for an approved temporary special merchant promotion authorized by City regulation.
- F. Outside sales and display shall be only material or products actively offered for sale and may remain outside only during the normal working hours of the business.

INDUSTRIAL USES

SECTION 22-170

SECTIONS:

22-170.1	PURPOSE
22-170.2	USES
22-170.3	INDUSTRIAL PERFORMANCE STANDARDS
22-170.4	CLASSIFICATION OF ZONES
22-170.5	DIMENSIONAL STANDARDS

SECTION 22-170.1 PURPOSE

It is the City of Shawnee’s intent that industrial districts and uses be developed with minimal intrusion on incongruous land uses. These zone classifications are established, in order to permit a range of industrial uses and varying levels of intensity. Protection is provided against hazards, objectionable influences, traffic and building congestion, undue strain on municipal services, and lack of light, air and privacy.

There are three (3) primary industrial zoning districts established for the city, including one restricted light-industrial designation (I-1), one light industrial (I-2) designation, and one heavy industrial (I-3) designation. More limited commercial activity is designated. The intent is to preserve this land for industry in a location beneficial to industries and to limit non- industrial uses.

SECTION 22-170.2 USES

The permitted uses in the Industrial Districts are set forth in the table below. Where the letter “X” appears on the line of permitted uses and in the column of a district, the listed uses are permitted in that district, subject to the general provisions of the Zoning Code as set forth in the preceding sections. Where the letter “P” appears instead of the letter “X”, this use is permitted subjected to acquiring a Conditional Use Permit as set forth in Section 22.205.7.

For a complete list of additional requirements, please refer to Section 22-170.3.

TABLE 22-170.2.1: PERMITTED USES IN INDUSTRIAL DISTRICTS

Permitted Uses	Zoning District			Permitted Uses	Zoning District		
	I-1	I-2	I-3		I-1	I-2	I-3
Accessories for vehicles or equipment whose sale is permitted, but not including the rebuilding or recapping of tires	—	X	X	Carpentry, woodworking or furniture works	X	X	X
Acid Manufacturer	—	—	P	Ceramic or glass products	X	X	X
Adult Novelty Store	P	P	P	Chemicals, compounding or packaging	—	—	X
Advertising agency	X	X	X	City, county, school district, state or federal facilities	X	X	X
Aerosol containers: filling on contract basis	—	X	X	Communication towers/cell phone towers	P	P	P
Agricultural services and sales	—	X	X	Compounding or cosmetics, toiletries, drugs and pharmaceutical products	—	X	X
Air conditioning and heating equipment	—	X	X	Construction equipment repair, sales or storage	X	X	X
Aircraft parts: sales, services, rental or repair, including airframes and engines	—	X	X	Contract sorting, grading and packing of fruits and vegetables for grower	—	—	X
Aircraft transportation	—	P	P	Contractor (general or heavy construction) facilities	—	X	X
Animal bones, offal or waste: assembly incinerator, processing or utilization	—	—	P	Disinfecting, deodorizing or exterminator service	X	X	X
Animal and poultry slaughter and processing	—	—	P	Drug and pharmaceutical products manufacturing	—	X	X
Apparel and other textile products or manufacturing	X	X	X	Dry cleaning and dyeing plant	—	X	X
Armored car service	X	X	X	Electric generating plant	P	P	X
Auction barn, excluding sale or trade of livestock	X	X	X	Electric utility maintenance facility	—	X	X
Automobile body shop or accessory, tire or battery stores, and wash services, including self-service	X	X	X	Electronic equipment assembly and manufacture and electrical appliance, equipment and supplies.	P	X	X
Automobile, bus, truck dismantling, salvaging, assembly, wrecking and repair	—	—	P	Extraction of sand, gravel, clay and quarrying of rock	—	—	P
Automobile parking or storage, as a principal use	X	X	X	Farm equipment: sales, services, rental, repair and supplies	X	X	X
Automobile sales, new or used	X	X	X	Farm products, wholesaling or public warehousing	—	X	X
Batching or mixing plant, asphaltic or Portland cement, concrete, mortar or plaster	—	P	P	Feed and fertilizer sales	X	X	X
Battery manufacturing	—	—	P	Fertilizer mixing	—	—	P
Blacksmiths, tinmiths, and sheet metal shop	—	X	X	Food products, including bakery products, candy, fruit and vegetable processing and canning, bottling, packing and processing of meats, poultry, and grains, but not including slaughtering of animals or poultry	P	X	X
Blueprinting, photocopying and similar reproduction services	X	X	X	Foundry, lightweight non-ferrous metal	—	—	P
Boarding or training of animals	X	X	—	Freight depot, railroad or truck	X	X	X
Boat rental, storage, or accessory storage	X	X	X	Furniture manufacturing and upholstery	X	X	X
Bottling gas	X	X	X	Gas pressure control station	P	P	X
Brick, tile or clay manufacturing	—	—	X	Gas utility maintenance facility	—	P	X
Buildings materials sales maintained inside building	X	X	X	Gases or liquids, flammable, storage	—	—	P
Building materials or lumber: outside building	—	X	X	Gasoline service station	X	X	X

TABLE OF PERMITTED USES IN INDUSTRIAL DISTRICTS

Permitted Uses	Zoning District			Permitted Uses	Zoning District		
	I-1	I-2	I-3		I-1	I-2	I-3
Hair, felt, feather or leather products	—	P	X	Radio transmitting station or tower	X	X	X
Hardware, industrial sales	—	X	X	Railroad equipment storage or maintenance	—	—	X
Hay, grain or feed store	X	X	X	Railroad freight terminal	X	X	X
Heating, air conditioning or plumbing sales or service	X	X	X	Railroad yard	—	P	X
Laundry (except self-service) and laundry services	X	X	X	Repair, renting and servicing of commodities	—	—	X
Leather goods fabrication	X	X	X	Retail sales on premise as an accessory use, but in relation to the current industrial use.	P	X	X
Linen supply or industrial laundry	—	X	X	Rubber products, natural or synthetic manufacturing	—	—	P
Livestock feeding, sales, shipment, auction sales barn and pens	—	—	P	Rug cleaning or repairing	X	X	X
Lumberyards	X	X	X	School, commercial or trade	X	X	X
Machine shop	X	X	X	Scraps and waste materials handling, including building and vehicles wrecking establishments and junkyard	—	—	P
Medical supplies, manufacturing and sales	X	X	X	Scrap steel cutting on control basis	—	—	X
Metals or minerals (except petroleum products or scrap) sales	—	X	X	Sporting or athletic equipment manufacturing	X	X	X
Mini-storage warehouse	X	X	X	Steel products, fabrication and assembly	—	X	X
Mobile homes, travel trailers – or campers – sales and services	X	X	X	Tar or tar products	—	—	X
Monument works and engraving	—	X	X	Textile production and distribution	—	X	X
Motion picture theater – drive-in	X	X	X	Transfer station (trash-garage)	—	P	P
Musical instruments production and distribution	—	X	X	Truck, bus, train terminals	—	X	X
Nonmetallic mineral preparation	—	—	X	Truck sales, service, rental or repair	X	X	X
Office: professional, business	X	X	X	Vending machines: sales, service, rental or repair	X	X	X
Oil field equipment and supplies: sales, service, rental or repair	X	X	X	Warehousing, other than warehousing	X	X	X
Optical goods manufacturing	X	X	X	Water treatment plant, storage facility or pressure control station	P	P	X
Packing and crating service	X	X	X	Welding Shop	X	X	X
Paint, enamel, lacquer, turpentine, varnish manufacturing	—	—	P	Wood or lumber processing	—	—	X
Paper manufacturing or processing, paper products including envelopes, stationery, wallpaper manufacturing	—	P	X				
Petroleum pipeline or pressure control station	P	P	X				
Petroleum products, storage	—	—	X				
Petroleum or its products, refining of	—	—	P				
Photo finishing service	X	X	X				
Pipeline pressure control station	P	P	X				
Poultry and small game dressing and packing	—	—	X				
Production of crude petroleum, natural gas and natural gas liquids	—	—	P				
Propane gas, sales and storage	—	P	P				
Public buildings and facilities	X	X	X				
Quarrying of stone	—	—	P				

SECTION 22-170.3 INDUSTRIAL PERFORMANCE STANDARDS

Any use constructed, established, altered or enlarged in any Industrial District after the effective date of the code, shall be operated so as to comply with the following standards. No use already established on the effective date of said code shall be so altered or modified as to conflict with, or further conflict with, the applicable standards established hereinafter for any Industrial District:

- A. No building shall be used for residential purposes, except that a watchman may reside on the premises.
- B. No retail sales or services shall be permitted except those listed in Table 22-170.2.1.
- C. All operations, activities and storage (but not to include off-street parking and loading of motor vehicles in operating condition) shall be conducted and maintained wholly inside buildings, except that storage may be maintained outside a building if no part is less than fifteen (15') feet from any lot line of the tract on which the use is located, and provided any such storage area is screened from other property with a decorative sightproof fence or planting.
- D. No noise from any operation conducted on the premises, other than that emanating from vehicular traffic, either continuous or intermittent, shall be detectable at any boundary line of the district.
- E. All manufacturing, fabricating, assembly, disassembly, repairing, storing, cleaning, servicing and testing of goods, wares and merchandising shall be carried on in such a manner so as not to be injurious or offensive by reasons of the emission or creation of noise, vibration, smoke, dust or other particulate matter, toxic or noxious matter, odor, glare or heat, fire, or explosive hazards.
- F. No fuel or energy with the exception of electricity, natural and/or liquefied petroleum, and solar, should be used.
- G. All buildings shall be furnished with all-weather hard-surfaced sidewalks, and the grounds shall be planted and landscaped.
- H. The manufacture, or the use, of any materials which produce explosive vapors or gases is prohibited.
- I. No activities involving storage, utilization, or manufacture of materials or products which decompose by detonation shall be permitted.
- J. Any operation that produces intense glare or heat shall be performed within a completely enclosed building, and exposed sources of light shall be screened so as not to be detectable beyond the lot lines.
- K. No vibration shall be detectable beyond the lot lines of the lot on which the use is located.

The following shall apply only to I-3: Heavy Industrial District:

- A. No building shall be used for residential purposes, except that a watchman may reside on the premise.

- B. No retail sales or services shall be permitted except those listed in Table 22-170.2.1 for I-3 District.
- C. No storage, manufacturing, or assembly of goods shall be conducted outside of a building unless the nearest point of said activity is more than three hundred (300') feet from the boundary of any residential zoning district.
- D. Exterior lighting fixtures shall be shaded wherever necessary to avoid direct light upon property located in any residential district.
- E. All manufacturing, fabricating, assembly, disassembly, repairing, storing, cleaning, servicing and testing of goods, wares and merchandise, shall be carried on in such a manner as not to be injurious or offensive by reasons of the emission or creation of noise, vibration, smoke, dust, or other particulate matter, toxic or noxious matter, odor, glare or heat, fire or explosive hazards.
- F. No activities involving storage, utilization or manufacture of materials or products which decompose by detonation shall be permitted.

SECTION 22-170.4 CLASSIFICATION OF ZONES

A. I-1, Restricted Light Industrial District

This I-1 Restricted light Industrial District is intended primarily for production and assembly plants that are conducted so as the noise, odor, dust and glare of each operation is completely confined within an enclosed building. These industries may require direct access to rail, air or street transportation routes; however, the size and volume of the raw materials and finished products involved should not produce the volume of freight generated by the uses of the light and heavy industrial districts. Building in this district should be architecturally attractive and surrounded by landscaped yards.

B. I-2, Light Industrial District

The purpose of the I-2 Light Industrial District is to provide a location for industry which may generate low levels of noise, odor, smoke, dust or glare which shall be contained within an enclosed building, and is not a hazard to the surrounding areas. The intent is to preserve this land for industry in a location beneficial to industries and to prohibit non-industrial uses.

C. I-3, Heavy Industrial District

The purpose of I-3 Heavy industrial District is to provide a location for industries which may by their very nature create nuisances, but which do not create noxious nuisances or a hazard to surrounding areas. The intent is to preserve this land especially for industry in locations with access to primary major arterials and rail service. Even though this district caters to industries which may create a substantial nuisance, it does not permit industries which by the nature of their operation emit odors, gases, dust, noise, smoke, heat, glare or vibrations in sufficient quantities so as to constitute a hazard to the public health, safety and general welfare.

SECTION 22-170.5 DIMENSIONAL STANDARDS

Table 22-170.5.1 Density and Dimensional Standards by Zone.

STANDARD	INDUSTRIAL ZONING DISTRICTS		
	I-1	I-2	I-3
Minimum lot size (square feet)	10,000'	20,000'	20,000'
Minimum lot width (feet)	100'	150'	150'
Minimum street frontage (feet)	60'	60'	60'
Front yard setback (feet)	35'	35'	35'
Side yard setback within district (feet)	0'	0'	0'
Side yard setback – abutting a residential district (feet)	2' with every 5' of height with minimum 15'	2' with every 5' of height with minimum 15'	2' with every 5' of height with minimum 50'
Side yard setback-abutting secondary street (feet)	15'	15'	15'
Side yard setback- abutting a federal, state or county highway public right of way (feet)	50'	50'	50'
Rear yard setback (feet)	30'	30'	30'
Rear yard setback- abutting a residential district (feet)	50'	50'	50'
Maximum site coverage (building footprint)	No more than 35%	45%	60%
Maximum building height – (feet)	35'	45'	No limit- defer to fire and building code
*See Industrial Use Unit Classification and Classification of Zones for additional regulations that may apply to specific zonings.			

GENERAL USE RESTRICTIONS

SECTION 22-175

SECTIONS:

- 22-175.1 OPEN SPACE TO SERVE ONE BUILDING
- 22-175.2 PROJECTIONS INTO YARDS
- 22-175.3 FENCES AND WALLS
- 22-175.4 LIGHTING
- 22-175.5 STREET RIGHT-OF-WAY WIDTH
- 22-175.6 STREET ACCESS FOR DWELLINGS
- 22-175.7 SIGHT LINES AT INTERSECTIONS
- 22-175.8 LOCATION OF PRIVATE GARAGES
- 22-175.9 ACCESSORY BUILDING CONSTRUCTION
- 22-175.10 SITE PLANNING REQUIREMENTS
- 22-175.11 AREA REQUIREMENTS FOR DWELLINGS NOT SERVED BY SANITARY SEWER SYSTEM
- 22-175.12 HEIGHT REQUIREMENTS
- 22-175.13 STORAGE AND PARKING OF TRAILERS AND COMMERCIAL VEHICLES
- 22-175.14 STORAGE OF LIQUIFIED PETROLEUM GASES
- 22-175.15 SIGHTPROOF SCREENING
- 22-175.16 SERVICE STATION REQUIREMENTS
- 22-175.17 HOME OCCUPATIONS
- 22-175.18 BOARDING/ROOMING HOUSE/OVERNIGHT SHELTER
- 22-175.19 ADULT NOVELTY STORES
- 22-175.20 COMMUNICATION TOWERS/CELL PHONE TOWERS

SECTION 22-175.1 OPEN SPACE TO SERVE ONE BUILDING

No open space or lot area for a building or structure shall, during its life, be occupied by, or counted as open space for, any other building or structure.

SECTION 22-175.2 PROJECTIONS INTO YARDS

Open eaves, cornices, windowsills, and belt courses may project into any required yard a distance not to exceed two (2') feet. Open porches may project into a front or rear yard a distance not to exceed five (5') feet.

SECTION 22-175.3 FENCES AND WALLS

Fences, walls and hedges may be permitted in any required yard or along the edge of any yard; provided, that no fence, wall or hedge located in front of the front building line shall exceed three (3') feet in height. On corner lots, with the condition that appropriate sight-line restrictions provided in Section 22-175.7 are adhered to, fencing along the secondary frontage shall not exceed six (6') feet in height.

Fences shall be constructed with customarily used fencing materials, and shall be designed and arranged to provide visual separation of uses irrespective of vegetation. Fences shall be kept in an attractive state, in good repair, and in safe and sanitary condition at all times by the property owner. Any required fence or screening which are damaged shall be repaired.

Residential	An opaque, ornamental fence, wall or dense evergreen hedge not less than six (6') feet high shall be constructed and maintained in good condition alongside rear lot lines up to, but not beyond, the abutting building setback line, except where front yard is used for off-street parking, then the provisions of Section 22-185, pertaining to off-street parking lots shall apply. Fences, walls and hedges in residential districts may be permitted in any required
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	yard or along the edge of any yard; provided that no fence, wall or hedge located in front of the front building line shall exceed three (3') feet in height, and no other wall or fence shall exceed six (6') feet in height. On corner lots, fencing shall not obstruct established building lines.
Commercial	Whenever any commercial district or parking or parking area is established so as to abut the side or rear line of a lot in a residential district, an opaque, ornamental fence, wall or dense evergreen hedge of not less than six (6') feet high and no greater than eight (8') feet high shall be constructed and maintained in good condition alongside rear lot line up to, but not beyond, the abutting building setback line, except where the front yard is used for off-street parking, then the provisions of Section 22-185, pertaining to off-street parking lots shall apply.
Industrial	Whenever any industrial district or parking lot or parking area is established so as to abut the side or rear line of a lot in any other zoning district, an opaque, ornamental fence, wall or dense evergreen hedge not less than six (6') feet high shall be constructed and maintained in good condition and rear lot lines up to, but not beyond, the abutting building setback line, except where front yard is used for off-street parking, then the provision of Section 22-185, pertaining to off-street parking lots shall apply.

SECTION 22-175.4 LIGHTING

Lighting, including any permitted illuminated sign, shall be arranged so that there will be no annoying glare directed or reflected toward residential buildings in a residential district.

SECTION 22-175.5 STREET RIGHT-OF-WAY WIDTH

Where the dedicated right-of-way is less than fifty (50') feet, the depth of the front yard setback shall be measured at a starting point twenty-five (25') feet from the existing street easement unless otherwise approved by the Director.

SECTION 22-175.6 STREET ACCESS FOR DWELLINGS

No dwelling shall be erected on a lot which does not abut on at least one paved and approved street. This abutment shall be at least thirty-five (35') feet in length and the lot shall have a width of at least sixty (60') feet at the building line. A street shall form the direct and primary means of ingress and egress of all dwelling units. Alleys, where they exist, shall form only as a secondary means of ingress and egress.

Provided however, the provisions herein relating to streets built according to said Subdivision and Development Standards shall not apply to dwellings built on dedicated streets constructed prior to the adoption of said standards and accepted by the City for maintenance, or to dwellings built on streets constructed prior to their being annexed to the Corporate Limits of the City, if such streets were part of the county road system prior to annexation.

SECTION 22-175.7 SIGHT LINE AT INTERSECTIONS

On all corner lots on which a front and side yard is required, no wall, fence, sign, structure or any plant growth having a height in excess of three (3') feet above the elevation of the lowest point of the crown of the adjacent roadway shall be maintained in a triangle formed by measuring from the point of intersection of the front and exterior side lot lines a distance of thirty (30') feet along said front and side lot lines and connecting the points so established to form a right triangle on the area of the lot adjacent to the street intersection.

SECTION 22-175.8 LOCATION OF PRIVATE GARAGES

An attached or detached private garage which faces on a street shall not be located closer than twenty-five (25') feet to the street right-of-way line, unless in a cul-du-sac where the setback shall be twenty (20') feet. If specific zoning districts require a greater setback, then the greater shall be observed.

SECTION 22-175.9 ACCESSORY BUILDING CONSTRUCTION

Except in the A-1 Rural Agricultural District, no accessory building shall be constructed upon a lot until the construction of the main building has actually been commenced and no accessory building shall be used unless the main building on the lot is also being used.

SECTION 22-175.10 SITE PLANNING REQUIREMENTS

Whenever one or more residential, institutional, commercial, or industrial buildings are proposed to be located in a cluster or grouping which has a different arrangement, orientation, or innovative site planning variation from that of other buildings, structures, or uses in the area or on adjacent properties, the architectural design, location, orientation, service and parking areas of such buildings shall be planned so as not to adversely affect the use of adjacent or other properties in the area, as determined by the Planning Commission.

SECTION 22-175.11 AREA REQUIREMENTS FOR DWELLINGS NOT SERVED BY SANITARY SEWER SYSTEM

Sites for dwellings which are not served by a sanitary sewer system shall conform to the requirements of the Oklahoma State Department of Health.

SECTION 22-175.12 HEIGHT REQUIREMENTS

The regulations set forth in this section qualify or supplement, as the case may be, the specific zoning district regulations appearing in Section 22-155 through Section 22-170.

- A. In measuring height, a habitable basement or attic shall be counted as a story; provided, that a story in a sloping roof, the area of which story at a height of four (4') feet above the floor does not exceed two-thirds (2/3) of the floor area of the floor immediately below it and which does not contain an independent apartment, shall be counted as a half (1/2) story.
- B. Chimneys, elevators, poles, spires, tanks, towers, and other projects not used for human occupancy may extend above the height limit.
- C. Churches, schools, hospitals, sanatoriums and other public and semi-public buildings may exceed the height limitations of the district if the minimum depth of the rear yards and the minimum width of the side yards required in the district are increased one (1') foot for each two (2') feet by which the height of such public or semi-public structure exceed the prescribed height limit.

SECTION 22-175.13 STORAGE AND PARKING OF TRAILERS AND COMMERCIAL VEHICLES

The parking and/or storage of trailers and commercial vehicles in residential districts are restricted by the regulations set out in Section 19-487 of the Code of the City of Shawnee.

SECTION 22-175.14 STORAGE OF LIQUEFIED PETROLEUM GASES

The use of land or buildings for the commercial wholesale or retail storage of liquefied petroleum gases shall be in accordance with the Code of the City of Shawnee and regulations of the Liquefied Petroleum Gas Administration of the State of Oklahoma.

SECTION 22-175.15 SIGHTPROOF SCREENING

Sightproof fencing and/or landscaping, as herein defined, composed of decorative fencing, evergreen vegetation or landscaping earth berms maintained for the purpose of concealing from view the property or

structure behind such fence, evergreen vegetation, or berms which is sought to be screened from the abutting property.

When the provisions of this code require the construction of a sightproof screen as a condition for the initiation and subsequent continuance of a use, the screening shall meet the following standards:

- A. Sightproof Fence:
 - 1. A minimum of six (6') feet but not more than eight (8') feet in height; and
 - 2. Attractive; and
 - 3. Made of wood, masonry, decorative metal, stockade poles, or other suitable materials; and
 - 4. Stable and able to withstand wind forces of fifteen (15') pounds of pressure per square foot; and
 - 5. Permanently anchored to the ground by a base which is wholly upon its owner's property; and
 - 6. Sufficient to screen from view the property or structure sought to be screened from the abutting properties; and
 - 7. Kept in an attractive state and in good repair at all times by the property owner.

- B. Sightproof Landscaping:
 - 1. Consisting of evergreen vegetation or landscaped earth berms; and
 - 2. A minimum of six (6') feet in height; and
 - 3. Sufficient to screen from view the property or structure sought to be screened from the abutting properties; and
 - 4. Kept in an attractive state and in good repair at all times by the property owner.

SECTION 22-175.16 SERVICE STATION (GAS STATION) REQUIREMENTS

- 1. Motor vehicle fuels shall be transferred from underground storage tanks by means of approved dispensing units located at least fifteen (15') feet from all property lines. All dispensers shall be protected from vehicle damage by rigidly mounting them in a concrete platform of at least (6") inches in height extending a minimum of twelve (12") inches beyond the dispenser in all directions. When adequate protection is not provided by the concrete platform alone, additional safeguards shall be provided by a pipe bollard or guard rails.
- 2. Underground tanks for the storage of flammable or combustible liquids shall be located at least five (5') feet from any wall, foundation or property line. The top of the flammable liquid tanks shall be below the lowest floor elevation of any building within twenty (20') feet of said tanks.
- 3. All service station, gas station canopies constructed as an accessory building to any said building or any commercial establishment dispensing flammable liquids shall be constructed at a minimum vertical clearance of fifteen (15') feet. All canopies shall be set back fifteen (15') feet from all property lines.

SECTION 22-175.17 HOME OCCUPATIONS

Home occupations shall be subject to the following regulations:

- A. No exterior alterations of the structure shall be made which are of a nonresidential nature, and shall change the character of the residence.

- B. Except for one (1) non-illuminated name plate attached to the building entrance which is not more than two (2) square feet in area, no evidence of any home occupation shall be perceptible to an observer in the street or on any other property in the Agricultural or Residential District.

- C. No trading in merchandise shall be carried on and in connection with which there shall be no display of merchandise.
- D. No mechanical equipment shall be used or activity conducted which creates any noise, dust, odor, or electrical disturbance beyond the confines of the lot on which said occupation is conducted.
- E. Outside storage or display of materials or items associated with the home occupation shall be prohibited.
- F. No person shall be employed at any time, other than a member of the immediate family residing on the premises.
- G. Home occupation shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes.
- H. The use shall be conducted entirely within the main or accessory building.
- I. No home occupation shall cause excessive traffic. Excessive traffic shall be considered more than twenty (20) vehicle trips per day in accordance with the most current addition of the Trip Generation Manual, published by the Institute of Traffic Engineers.
- J. All associated parking shall be accommodated on the property upon which the home occupation is conducted. All parking areas shall be hard surfaced as either concrete or asphalt.
- K. The total square footage of the home occupation shall not occupy more than thirty (30%) percent of the structure within which it is conducted.
- L. Any type of repair or assembly of vehicles or equipment with internal combustion engine or of large appliances or any other work related to automobiles and their parts is prohibited.
- M. A home occupation may not serve as headquarters or dispatch centers where employees come to the site and are dispatched to other locations.

SECTION 22-175.18 BOARDING/ROOMING HOUSE/OVERNIGHT SHELTER

The purpose of this section is to authorize the operation of shelters for homeless persons in the community under circumstances which protect and enhance the health, safety and welfare of city residents, while ensuring that adequate support services exist for shelter occupants. In addition to filing for a Conditional Use Permit, a Homeless Shelter must also meet the following requirements in addition to any other conditions the City Commission may require.

- A. The shelter shall be fully contained within a building owned and/or operated by a governmental agency or nonprofit organization.
- B. A homeless shelter shall not be located within one thousand (1,000') feet of a city park, public school, or residential property.
- C. The operator of a shelter for the homeless shall provide continuous, on-site supervision by an employee and/or volunteer during all hours of operation. Fulltime security may be required as a condition of approval.
- D. Any organization proposing to establish a homeless shelter shall provide a detailed operations plan specifying their target clientele, proposed operation expenses, funding and staffing levels.
- E. No retail sales shall take place on the property of shelter for the homeless.

- F. Maximum occupancy. The City may set a maximum occupancy load for the shelter based on documented need.
- G. The Fire Marshal shall inspect the site before occupation and provide a letter noting the number of residents to be permitted.
- H. There shall be a permit from the Health Department on file at all times as applicable by Oklahoma Statute. In addition, the applicant is strongly encouraged to consult the health department and other pertinent health providers about measures that may be taken to prevent the spread of diseases like tuberculosis and other communicable diseases.
- I. All homeless shelters shall create and adopt a Code of Conduct that shall be enforced at all times. The Code of Conduct shall include at a minimum the following language:
 - 1. Possession or use of illegal drugs is not permitted on the premises.
 - 2. Alcohol is not permitted on the premises.
 - 3. Weapons are not permitted on the premises.
 - 4. Violence is not permitted on the premises.
 - 5. Fires are not permitted on the premises.
 - 6. Loitering in the surrounding neighborhood is not permitted.
 - 7. Littering on the premises or surrounding neighborhood is not permitted.
- J. A copy of this Code of Conduct shall be provided to the Planning Commission at the time of the Conditional Use Permit request.
- K. Lighting. Adequate external lighting shall be provided for security purpose. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and of intensity compatible with the neighborhood.
- L. Laundry facilities. The development shall provide laundry facilities or laundry services adequate for the number of residents.
- M. Common Facilities. The development may provide one or more of the following specific common facilities for the exclusive use of the residents and staff.
 - 1. Central cooking and dining room(s).
 - 2. Recreation room.
 - 3. Counseling center.
 - 4. Childcare facilities.
 - 5. Other support services.
- N. Outdoor activity. For the purposes of noise abatement in residential districts, organized outdoor activities may only be conducted between the hours of 8:00 a.m. and 9:00 p.m.
- O. Staff and services shall be available to assist residents in obtaining permanent shelter and income.
- P. The operator of a shelter for the homeless shall have a written management plan including, as applicable, provisions for staff training, neighborhood outreach, security, screening of residents to insure compatibility with services provided at the facility, and for training, counseling, and treatment programs for residents.
- Q. Revocation. The City Commission may revoke a permit issued under this section if it determines that the shelter is not operating in accordance with the terms of the permit.
- R. Exception. This chapter does not apply to a temporary emergency homeless shelter established immediately after a natural disaster which results in a local disaster proclamation by the city commission. A temporary emergency homeless shelter may operate for a maximum of forty-five

(45) days. The city manager may extend that period for additional periods of forty-five (45) days each upon approval of the City Commission.

SECTION 22-175.19 ADULT NOVELTY STORES

Requirements for adult novelty establishments. The location of an adult novelty shop shall be specifically prohibited within one thousand (1,000') feet of:

- A. Any building primarily and regularly used for worship services and religious activities;
- B. Any public or private school;
- C. Any public park or playground;
- D. Any public library; or
- E. Any land zoned or used for residential purposes.

Provided, that if any such building used for worship and religious activities, any public or private school, any public park or playground, any public library or any land zoned or used for residential purposes shall be established within one thousand (1,000) feet of any such premises after the premises have been established, this shall not be a bar to the continuation of the business so long as it has been in continuous force and effect. The distance indicated in this subsection shall be measured from the nearest property line of such church or school to the nearest public entrance door of the premises of the adult novelty store along the street right-of-way line providing the nearest direct route usually traveled by pedestrians between such points. For purposes of determining measured distance, property situated on the opposite side of the street from such church or school shall be considered as if it were located on the same side of the street with such church or school.

Any interpretation of this Section shall be consistent with Section 22-109.1 of Title 11 of Oklahoma Statutes.

SECTION 22-175.20 COMMUNICATION TOWERS/CELL PHONE TOWERS

A radio, television or microwave communication tower, either commercial or amateur, as defined herein is allowed within the city limits of the City of Shawnee pursuant to site restrictions, appropriate permitted use tables and the following conditions:

- A. Definitions:
 - 1. **Monopole** – A self-supporting pole type structure with no guy-wire support, tapering from base to top and so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.
 - 2. **Lattice tower** – A steel lattice, self-supporting structure with no guy-wire support, so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.
 - 3. **Guyed tower** – A steel lattice supported by guy wires, so designed to support the tower which holds one or more antennas and related equipment for wireless communication.
- B. Conditions for approval:
 - 1. Maximum height of all towers shall not exceed one hundred ninety-nine (199') feet.

2. All monopole towers shall maintain a setback one hundred twenty (120%) percent of the tower height from the property line. All sectional towers shall maintain a setback of eighty (80%) percent of the tower height from the property line.
3. Any unmanned equipment building shall not contain more than seven hundred fifty (750') square feet of gross floor area and shall not be more than twelve (12') feet in height.
4. Satellite and microwave dishes attach to a monopole shall not exceed one (1) meter in diameter or two (2) meters in diameter if attached to a lattice tower.
5. A sight-proof fence not less than seven (7) feet in height from finished grade shall be installed around a transmission tower or monopole and equipment building with access through a locked gate.
6. No excess equipment or parts shall be stored within the site.
7. Lights for illumination shall be determined by the Federal Aviation Administration (FAA) and the City of Shawnee on all tower locations.
8. No commercial advertising or signage shall be allowed on any tower.
9. All towers shall meet the minimum construction and structural load standards specified in the adopted building code.
10. All towers must setback its height distance from any structure that is being occupied.
11. Monopole and lattice towers are allowed to affix themselves to existing city or private structures as long as they meet all other requirements. These towers are not to exceed twenty (20') feet above the roofline of the existing structure. In no case shall the height of the tower be located to fall beyond the edge of the roof line.
12. Any tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such antenna or tower shall remove same within ninety (90) days of receipt of notice from the City of Shawnee notifying the owner of such abandonment. If not removed within ninety (90) days, the City may remove said tower at owner's expense.
13. A site plan shall be submitted which shows parking spaces and access easement to the property line/tower site.
14. The application should look at co-location on an existing tower, and if not feasible, indicate why it is not feasible.
15. Must show written approval from property owner as to placement of the tower.
16. After installation of the tower, the owner must submit as-built plans to be kept on file.
17. The applicant must provide a certificate of design by the design engineer as to compliance with the City Code upon completion of the tower.
18. As part of the approval process the owner must submit annually to the Shawnee City Inspection Department an inspection report on each tower as to compliance with Federal Communications Commission (FCC) and FAA standards.
19. An appeal to any interpretation of this ordinance must be appealed to the Shawnee Board of Adjustment.

LANDSCAPING

SECTION 22.180

SECTIONS:

22-180.1	PURPOSE
22-180.2	LANDSCAPING PLAN
22-180.3	LANDSCAPING SPECIFICATIONS
22-180.4	LANDSCAPING MAINTENANCE

SECTION 22-180.1 PURPOSE

The purpose of these regulations is to use landscaping elements in proposed developments with the intent to enhance, protect and promote the economic, ecological and aesthetic environment of the City of Shawnee for the safety, comfort and enjoyment of its citizens. The City recognizes the value of landscaping in achieving the following goals:

- A. Preserving the existing native trees and other physical site values where possible;
- B. Screen and buffer undesirable views;
- C. Reduce soil erosion and reduce storm water runoff;
- D. Aid in energy conservation for structures;
- E. Soften the visual impact of paved areas, parking lots and adjoining right of way;
- F. Complement the building on the property; and
- G. Mitigate the impact of site lighting.

SECTION 22-180.2 LANDSCAPING PLAN

A landscaping plan shall be submitted concurrent with building permit submittal and be made part of the file. The plan shall be its own document. No landscaping plans are required for single family, two family and three family residential lots or for agricultural uses. Commercial, multi-family and non-residential development within residential zones, shall be subject to these rules. All landscaping plans shall include the following information:

- A. North arrow
- B. The location of existing property lines and dimensions of the tract accurately drawn to scale.
- C. Exact locations and outline of all rights-of-way.
- D. Location of all existing and proposed buildings, and parking areas, including the exact number of parking spaces provided.
- E. The location and size of any permanent fixtures or structures including, but not limited to, sidewalks, fences, trash, enclosures, project storage, lighting fixtures, signs and benches, which are relevant to the landscaping plan.

- F. The location, size and type of all above-ground and underground public utilities with notation, where appropriate, as to any safety hazards to avoid during installation of landscaping. Alternatively, a letter of no objection provided by the utility company may be provided.
- G. The location, size, type, spacing (on center), and quantity of all proposed plant materials and existing plant materials credited for points shall be graphically represented and referenced on the plan by a common name and/or scientific name, or an appropriate key of all plant species.
- H. All screening required by these regulations.
- I. A table listing the square footage of the developed area, number of proposed parking spaces, and all plant materials by scientific and common name, size, type, quantity, point value and totals.

SECTION 22-180.3 LANDSCAPING SPECIFICATIONS

All new development and redevelopment areas shall be landscaped to provide visual buffering, enhance the beautification of the City, and protect the public health, safety and general welfare of the citizens of Shawnee. Property owners in all zoning districts shall be responsible for landscaping the area within the street right-of-way between the curb-line and property line and other utility easements. Landscaping within this area shall not count towards required landscaping. This area shall not be hard surface other than permitted drives, parking, or sidewalk. The following landscaping standards apply to all new non-residential development and to the expansion by more than twenty-five (25%) percent of an existing building mass or site in any zone:

- A. Required landscaping. The applicant shall professionally landscape the lot, according to an approved landscape plan as a condition precedent to receiving a certificate of occupancy for all commercial uses. Landscape plans shall meet the standards set forth in Table 22-180.3.1. The Director or their designee shall evaluate landscape plans for all uses. Landscape plan approval is a condition precedent to issuance of a building permit for the parcel. All landscaping shall be in place prior to issuance of a certificate of occupancy, unless seasonal conditions make installation unfeasible, in which case the improvements shall be bonded. A minimum of ten (10%) percent of any site shall be landscaped.
- B. Landscape materials and plant selection. Permitted landscape materials include trees, shrubs, ground cover plants, non-plant ground covers, and outdoor hardscape features, the selection of which shall be based on local climate, exposure, water availability, potential allergens and drainage conditions. When new vegetation is planted, soils shall be amended, as necessary, to allow for healthy plant growth. In general, planting should consist primarily of native plantings and noninvasive species in accordance with any approved planting/species list maintained by the city. Trees and shrubs shall meet the minimum size and spacing standards set forth in Table 22-180.3.1.
- C. Existing vegetation. Existing noninvasive vegetation may be used in meeting landscape requirements. When existing mature trees are protected on the site (e.g., within or adjacent to parking areas) the decision-making body may reduce the number of new trees required by a ratio of one-inch caliper of new tree(s) for every one-inch caliper of existing tree(s) protected.
- D. Non-plant ground covers. Bark dust, chips, aggregate, or other non-plant ground covers may be used, but shall cover no more than sixty (60%) percent of the area to be landscaped and shall be confined to areas underneath plants. Non-plant ground covers cannot be a substitute for ground cover plants.
- E. Species and irrigation. The use of drought-tolerant native plant species is encouraged, and may be required when irrigation is not available. Irrigation shall be provided for plants that are not drought-tolerant. If the plantings fail to survive, the property owner shall replace them with an equivalent specimen. Table 22-180.3.1 provides a list of recommend species.

- F. Parking areas. Parking areas shall be landscaped in accordance with Table 22-180.3.1. Landscaping shall consist of evenly distributed shade trees with shrubs and/or ground cover plants that conform to the criteria in this section. “Evenly distributed” means that the trees and other plants are distributed around the parking lot perimeter and between parking bays to provide a partial canopy. At a minimum, one tree per six parking spaces on average shall be planted to create a partial tree canopy over and around the parking area. All parking area landscapes shall have dimensions of not less than twenty-four (24) square feet of area, or not less than four (4’) feet in width by six (6’) feet in length, to ensure adequate soil, water, and space for healthy plant growth.
- G. Front yards and frontage landscaping improvements. Front yards, excluding ingress and egress points, shall be landscaped to include landscaping that enhances the property, softens the building and parking areas and provides an aesthetically pleasing streetscape. Landscaping shall be located within the front yard setback area in accordance with the criteria of this section and Table 22-180.3.1. while providing reasonable opportunity for signage, entrance features, parking and ingress/egress areas. Street trees planted within city right-of-way shall not count towards required landscaping. Adequate sight distance as determined by the city engineer shall be maintained.
- H. Deviations. Whenever there are practical difficulties in meeting these standards that result from variations of specific property characteristics, a deviation from this section may be approved by the reviewing authority during the review process. This deviation shall not require a variance. Any such deviation so granted shall be specifically identified in the approval authority decision of a development application. Approved deviations shall not be used to grant a special privilege that is inconsistent with the limitations placed on other properties with similar circumstances.
- I. Any development that utilizes zero-lot line setbacks as permitted by applicable zoning specifications shall be exempt from landscaping requirements for each applicable yard area.

Table 22-180.3.1. Landscaping Requirements by Area for Commercial and Non-Residential Uses

AREA	REQUIREMENT	SPECIFICATIONS
Front Yard	10' landscaped setback	• 1 tree per 35' (linear) of frontage
		• Trees may be clustered as approved by the city
		• Deciduous trees, 2" caliper min.
		• Evergreen trees, 6' min. height
Side Yard	5' landscaped setback, unless greater landscaped area required for residential buffer	• 1 tree per 400 s.f.
		• Deciduous trees, 2" caliper min.
		• Ornamental trees, 1.5" caliper min.
		• Evergreen trees, 6' min. height
Rear Yard	10' landscaped setback, unless greater landscaped area required for residential buffer	• 1 tree per 400 s.f.
		• Deciduous trees, 2" caliper min.
		• Ornamental trees, 1.5" caliper min.
		• Evergreen trees, 6' min. height
Parking Lots	Perimeter landscaping of at least 5' in width on at least three sides, or perimeter landscaping of	For all parking areas:
		• One tree and three shrubs per 6 spaces (average)

	at least 10' on two sides. In addition, one landscaped island for every 12 spaces.	<ul style="list-style-type: none"> • Deciduous trees, 2" caliper min. • Ornamental trees, 1.5" caliper • Evergreen trees, 6' min. height
Overall Site	10% of overall site to be landscaped, where yard areas are legally not required and not provided by the applicant, above standards do not apply, but overall 10% standard shall be met	<ul style="list-style-type: none"> • 50% of landscaping must be evergreen • All irrigation shall be automatic

SECTION 22-180.4 LANDSCAPING MAINTENANCE

The following landscape maintenance standards shall apply:

- A. All landscaping improvements shall be maintained in a live and healthy condition. It shall be the continuing duty of the property owner, its successors, or anyone having beneficial use of the property, to maintain landscaping in a live and healthy condition and, if necessary, to replace any dead, diseased or damaged plants as soon as natural conditions allow.
- B. Nothing herein shall reduce the lines of sight and traffic visibility standards adopted in the zoning regulations. Plantings within the sight triangle shall not exceed a mature height of 24 inches.
- C. Property owners in all zoning districts shall be responsible for landscaping the area within the street right-of-way between the curb-line and property line and other utility easements. Landscaping within this area shall not count towards required landscaping.
- D. The type and location of vegetation shall not interfere with utilities or the safe and efficient flow of street traffic. Approval by the appropriate City Departments responsible for street and utilities shall be required.
- E. Trees that reach a mature height of more than fifteen (15') feet shall not be planted within ten (10') feet of an overhead utility line. This requirement may be waived by the Director providing that the applicant submits a letter stating no objection from the utility company.
- F. Vegetation, other than groundcover or turf grass shall not be planted with three (3') feet of a fire hydrant or above-ground traffic control box.
- G. It shall be the responsibility of the property owner to maintain in good condition all the improvements required by this section. Any required fence or screening which are damaged shall be repaired, and any vegetation which dies shall be replaced no later than the following planting season (spring or fall).
- H. Failure to provide the improvements required by this code or failure to maintain required improvements in the manner prescribed by this code shall constitute an offense and violation of this code.

Table 22-180.4.1. Recommended Tree Species

Common Name	Note	Botanical Name	Recommendations and Cultivars
<i>Large Trees: Trees that mature over 60 feet in height. These trees need spacing of at least 35 feet.</i>			
Cypress, Bald	**	Taxodium disticum	
Ginko (male)	**	Ginko Biloba	Princeton Gold, Autumn

			Gold, Pendula
Hackberry, Common		Celtis occidentalis	Chicagoland, Dleta, Windy City
Oak, Black		Quercus veluntia	
Oak, Burr		Quercus macrocarpa	
Oak, Northern Red		Quercus rubra	
Oak, Pin		Quercus palustris	Plant only in bottomlands
Oak, Shumard	**	Quercus shumardi	
Oak, Southern Red		Quercus falcate	
Oak, Water		Quercus bicolor	
Oak, White		Quercus nigra	
Oak, Willow		Quercus phellos	
Pine, Limber		Fleclis	
Pine, Loblolly		Pinus taeda	
Pine, Shortleaf		Pinus echinata	
Planetree, London		Platanus X acerifolia	Bloodgood, Columbia, Liberty, Yarwood
Tulip Tree		Platanus x acerifolia	
Medium Trees: Trees with mature size from 30 feet to 60 feet. These trees need a spacing of at least 25 feet.			
Ash, Green* (improved cultivars)	**	Fraxinus pennsylvanica	“Urbanite”
Cedar, Atlas		Cedrus atlantica	
Chittamwood		Bumelia lanuginosa	
Coffeetree, Kentucky (male)		Gymnocladus dioica	Espresso, Prairie Titan, Stately Manor
Cypress, Arizona		Cupressus arizonica	
Cypress, Leyland		Cupressocyparis leylandii	
Birch, River		Betula nigra	
Dogwood, Kouse		Cornus kousa	
Elm, Lacebark	**	Ulmus parvifolia	Allen, Athena, True Green and others with approval
Elm, Chinese		Ulmus crassifolia	
Goldenrain Tree* (improved cultivars)	**	Koelreuteria paniculata	Fastigiata, September, Stadher’s Hill, Paniced
Hackberry, Sugar		Celtis, laevigata	
Hophornbeam, Eastern		Ostrya virginiana	
Hornbeam, European		Carpinus betulas	
Japanese Pagoda Tree		Sophora japonica	
Juniper, Rocky Mountain		Juniperus scopulorum	
Linden, Greenspire* (improved cultivars)	**	Tilia cordata “Greenspire”	Bicentennial, Bhjlie, Shamrock, Turesi
Magnolia, Sweetbay		Magnolia virginiana	
Maple, Norway* (improved cultivars)		Acer platanoides	
Maple, Red* (improved cultivars)		Acer rubrum	
Maple, Shantung		Acer truncatum	Norwegian Sunset, Pacific Sunset
Mulberry, White (male)		Morus alba “Fruitless”	Caddo, Legacy, Green Mountain
Oak, Blackjack		Quercus marilandica	

Oak, Chinquapin	**	Quercus muehlenbergi	
Oak, English	**	Quercus robur	
Oak, Live		Quercus virginiana	
Oak, Post		Quercus stellata	
Oak, Sawtooth	**	Quercus acutissima	
Pear, Callary* “improved cultivars”	**	Pyrus calleryana var.	Aristocrat, Autumn Blaze, Callary, Cleveland Select, Chanticleer, Trinity, Capitol
Pine, Austrian		Pinus nigra	
Pine, Japanese Black		Pinus thunbergiana	
Pistache, Chinese	**	Pistacia chinensis	
Western Soapberry		Sapindus drummondii	
Zelkova, Japanese		Zelkova serrate	Aurea, Autumn Glow, Spring Grove
<i>Small Trees: Trees with a mature size of less than 30 feet. These trees need a spacing of at least 15 feet.</i>			
Cherry, Japanese		Prunus serrulata	
Chokecherry		Prunus virginiana	
Crabapple, Flowering* (improved cultivars)	**	Malus spp.	20-30 Crabapple species
Crapemyrtle* (improved cultivars)		Lagerstromia indica	Many Various Species
Hawthorn, Washington* (improved cultivar)		Crataegus phaenopyrum	
Holly, Deciduous		Ilex deciduas	Warren’s Red
Foster Holly		Ilex x attenuate	
Holly, American		Ilex opaca	
Holly, Yaupon		Ilex vomitoria	
Hornbeam, American		Carpinus caroliniana	
Lilac, Japanese		Syringa reticulate	
Magnolia, Saucer		Magnolia aoulangiana	
Maple, Amur		Acer ginnala	
Mockorange, Sweet		Philadelphus coronaries	
Ninebark, Purple “Diabolo”		Physocarpus opulifolius	
Redbud, Eastern	**	Cercis Canadensis	
Redbud, Oklahoma* (improved cultivar)	**	Cercis reniformis	
Russian Olive	**	Elaeagnus angustifolia	
Serviceberry, Downy		Amelanchier arborea	
Smoketree	**	Ctinus coggygia	
Whitebud, Eastern		Cercis Canadensis, alba	
Notes: * Improved cultivars available ** Best trees for parking lot application			

OFF-STREET PARKING AND UNLOADING

SECTION 22-185

SECTIONS:

- 22-185.1 PURPOSE**
- 22-185.2 OFF-STREET PARKING AND LOADING REQUIRED**
- 22-185.3 USE OF PUBLIC RIGHT-OF-WAY PROHIBITED**
- 22-185.4 LOCATION**
- 22-185.5 JOINT PARKING FACILITIES**
- 22-185.6 OWNERSHIP OR CONTROL OF PARKING LOT**
- 22-185.7 DESIGN AND PAVEMENT REQUIREMENTS OF PARKING SPACE**
- 22-185.8 SIGHT TRIANGLE PARKING PROHIBITED**
- 22-185.9 ACCESSIBLE PARKING SPACES**
- 22-185.10 AMOUNT OF PARKING SPACES REQUIRED**
- 22-185.11 PARKING LOT CONSTRUCTION AND MAINTENANCE**
- 22-185.12 OFF-STREET LOADING SPACE REQUIRED**
- 22-185.13 SIZE OF OFF-STREET LOADING SPACES**
- 22-185.14 NUMBER OF OFF-STREET LOADING SPACES REQUIRED**
- 22-185.15 DESIGN OF LOADING SPACES**

SECTION 22-185.1 PURPOSE

It is the intent of these requirements that adequate parking and loading facilities be provided off the street for each use of land covered by these zoning regulations. Requirements are intended to be based on the demand created by each use. Unless otherwise stated, these requirements shall apply to all uses in all districts.

SECTION 22-185.2 OFF-STREET PARKING AND LOADING REQUIRED

Permanent off-street parking and area in the amount specified by this section for each use shall be provided at the time of the erection of any building, or at the time any principal building is enlarged or increased, in the amount required for the enlargement or increase in capacity by adding dwelling units, guest rooms, seats, or floor area; or before conversion from one type of use or occupancy to another. No such parking requirements shall apply to the C-4 (Central Business District).

SECTION 22-185.3 USE OF RIGHT-OF-WAY PROHIBITED

No portion of any required off-street space shall occupy or use any public street, right-of-way, alley, or other public property.

Parking spaces which use any street, or public right-of-way as a direct means of access without the intermediate use of service aisles and entrances of at least the minimum standards specified by this section shall be prohibited. A public alley shall not be the only public right-of-way area permitted for maneuvering space to reach a required parking stall.

SECTION 22-185.4 LOCATION

The off-street parking lot shall be located within three hundred (300') feet, exclusive of street and alley widths, of the principal use.

SECTION 22-185.5 JOINT PARKING FACILITIES

Whenever two (2) or more uses are located together in a common building, shopping center, or other integrated building complex, the parking requirements may be complied with by providing a permanent

common parking facility, cooperatively established and operated, which contains the requisite number of spaces for each use. The total number of spaces provided shall not be less than the sum of the individual requirements. Spaces provided for permanent residents of dwellings shall be clearly designated and separated from spaces provided for employees, customers and service.

SECTION 22-185.6 OWNERSHIP OR CONTROL OF LOT

The land upon which the off-street parking is located shall be owned or controlled by the same entity which owns or controls the land on which the principal use is located.

SECTION 22-185.7 DESIGN REQUIREMENTS FOR OFF-STREET PARKING

Size and Access:

- A. Standard Car Parking Space shall be 9' x 20'.
Compact Car Parking Space shall be 8.5' x 16'.
- B. All maneuvering, except parallel parking, shall be designed so that a vehicle may enter an off-street parking space in one (1) forward motion and may exit in one (1) reverse and one (1) forward motion.
- C. Circulation within a parking area shall be designed so that a car entering the parking area need not enter a street to reach another aisle.
- D. All required parking spaces shall be clearly outlined on the surface of the lot with paint or other easily distinguishable material.
- E. Handicapped parking shall be per Section 22-185.9 of the Zoning Code and the A.N.S.I. Code.
- F. Minimum one way service aisles shall be 14'-0".
Minimum two way service aisles shall be 24'-0".
- G. The off-street parking spaces required may be satisfied with compact or small car spaces, not exceeding twenty-five (25%) percent of the required total.

SECTION 22-185.8 SIGHT TRIANGLE PROHIBITED

On any corner lot formed by two (2) intersecting streets, no parking shall be permitted, and no wall, fence, sign, structure or plant growth shall have a height in excess of three (3') feet above the elevation of the crown of the adjacent roadway. Surface shall be maintained in a triangle formed by measuring a distance of thirty (30') feet along the said front and side lot lines, from their point of intersection, and connecting the points so established to form a triangle on the area of the lot adjacent to the street intersection.

SECTION 22-185.9 ACCESSIBLE PARKING SPACES

Parking lots shall meet the Americans with Disabilities Act standards for accessible design and all applicable building code requirements.

SECTION 22-185.10 AMOUNT OF SPACE REQUIRED

Off-street parking facilities shall be provided in all districts in accordance with the schedule found in table 22-185.10.1. For uses not specifically covered in Table 22-185.10.1, the Director shall make a determination of the parking demand to be created by the proposed use, and the amount of parking thus determined shall be the off-street parking requirements for the permitted use. This decision can be appealed to the Board of Adjustments.

Table 22-185.10.1. Parking Space Requirements

Residential Uses		
Residential		2 spaces per DU up to 4 DU's; 1.5 spaces per DU after 4 DU's
Assisted living, nursing home, continuum of care facility		0.5 spaces per DU
Rooming or boarding home		0.5 spaces per DU
Daycare		1 per 6 children, plus 1 per employee
Public and Civic Uses		
Places for Public Assembly		1 space per each 3 persons at max occupancy
Religious Institution		1 space per each 4 seats (Bench seating equals 1 space per 24 lineal inches)
School	Elementary/Middle	2 spaces per classroom
	High School	6 spaces per classroom
	College	6 spaces per classroom; plus requirements for auditorium, arena, and stadium
Hospital		2 per bed + 1 per 500 SF of emergency room and outpatient care
Commercial Uses		
Service establishment		1 space per 400 SF
Restaurant		1 space per 150 SF
Retail		1 per 250 SF
Hotel/motel		2 spaces per 3 guest rooms plus 1 per 200 SF of GFA in all accessory uses including restaurant and meeting rooms
Office		1 space per 300 SF
Medical		1 space per 250 SF
Wholesaling		1 space per 2 employees
Industrial Uses		
Industrial		1 space for each 2 employees at maximum shift
Unlisted		1 space per 250 SF, or as established by the Director.

SECTION 22-185.11 PARKING LOT CONSTRUCTION AND MAINTENANCE

Off-street parking lots for commercial, industrial, or multiple family complexes of more than two (2) parking spaces shall comply with the following provisions:

- A. All sides of a lot abutting a residential use shall be enclosed with an opaque, ornamental fence, wall or dense evergreen hedge having a height of not less than six (6') feet. Such fence, wall, or hedge shall be maintained in good condition.

- B. No parking shall be permitted within a front yard setback line established ten (10') feet back to the property line of the interior and corner lots whenever the parking lot is located in a residential district or immediately abuts the front of a residential unit. In all other cases no setback shall be required; provided, however, that on any corner lot formed by two (2) intersecting streets, no parking shall be permitted, within the thirty (30') foot sight triangle.
- C. All parking areas shall be landscaped with grass, shrubs, trees and evergreen ground cover, and maintained in good condition the year round as required by Section 22-180 of this code.
- D. Driveways used for ingress and egress shall be confined to and shall not exceed thirty (30') feet in width, exclusive of curb returns.
- E. All of the lot used for parking and driveway purposes shall be paved as follows in a sealed surface pavement and maintained in such a manner that no dust will be produced by continued use. Minimum pavement requirements shall be as follows:
 1. 1-1/2" Asphaltic concrete hot mix with 5" compacted base; or
 2. A double surface treatment with 5" compacted base; or
 3. 4" concrete slab.

Also provided appropriate bumper guards where needed as required by the Director.

- F. The intensity of light and arrangement of reflectors shall be such as not interfere with residential district use.
- G. No sign of any kind shall be erected except information signs used to guide traffic and to state the conditions and terms of the use of the lot. Only non-intermittent incandescent lighting of signs shall be permitted.

SECTION 22-185.12 OFF-STREET LOADING SPACE REQUIRED

Every industrial, commercial, and civic building hereafter erected or expanded shall provide space, as indicated herein, for loading and unloading of vehicles. The number of off-street loading spaces required by this section shall be considered as the absolute minimum, and the owner/applicant shall evaluate his own needs to determine if they are greater than the minimum specified by this section.

SECTION 22-185.13 SIZE OF OFF-STREET LOADING SPACES

Unless otherwise specified, all off-street loading spaces shall have a minimum dimension of twelve (12') feet by fifty (50') feet and an overhead clearance of fifteen (15') feet. In no case shall required off-street loading spaces encroach upon off-street parking spaces required by this section, or on public right-of-way.

SECTION 22-185.14 NUMBER OF OFF-STREET LOADING SPACES REQUIRED

Table 22-185.15.1 illustrates the number of required loading spaces required by use category according to floor area.

SECTION 22-185.15 DESIGN OF LOADING SPACES

The following requirements shall apply to all loading spaces:

- A. Off-street loading spaces shall be designed so that vehicles shall maneuver entirely within the property lines of the premises and not on public right-of-way. Unenclosed off-street loading areas shall be permanently paved with hard surfaced pavement. A six (6") inch header curb must also be constructed to separate a loading area from public right-of-way.

- B.** All motor vehicle loading spaces which abut or are adjacent to a residential district shall be completely screened therefrom by building walls, or a uniformly solid fence, wall or door, or any combination thereof, not less than six (6') feet in height. No permitted or required loading space or berth shall be located within forty (40') feet of the nearest point of intersection on any two (2) streets or highway. No loading space or berth shall be located in a required front or side yard, and any loading space or berth located shall be open to the sky.

Table 22-185.15.1. Truck Berth

COMMERCIAL LAND USE	
Floor Area (sq. ft)	Truck Berths
0 – 5,000	0
5,001 – 50,000	1
50,001 – 250,000	2
Each Additional 100,000	1
INDUSTRIAL USE	
Floor Area (sq. ft)	Truck Berths
0 – 10,000	1
10,001 – 40,000	2
40,001 – 60,000	3
60,001 – 100,000	4
Each Additional 80,000 sq. ft	1
WHOLESALE, STORAGE & DISTRIBUTION	
Floor Area (sq. ft.)	Truck Berths
0 – 2,000	0
2,001 – 10,000	1
10,001 – 25,000	2
25,001 – 40,000	3
40,001 – 60,000	4
60,001 – 100,000	5
Each Additional 80,000 sq. ft.	1
CIVIC USE	
Floor Area (sq. ft.)	Truck Berths
0 – 15,000	0
15,001 – 75,000	1
75,001 and above	2

GENERAL PROVISIONS OF PLANNED UNIT DEVELOPMENT (PUD)

SECTION 22-190

SECTIONS:

- 22-190.1 GENERAL**
- 22-190.2 INTENT AND PURPOSE**
- 22-190.3 PLANNED UNIT DEVELOPMENT AUTHORIZED**
- 22-190.4 EFFECT OF PLANNED UNIT DEVELOPMENT APPROVAL**
- 22-190.5 CRITERIA FOR PLANNED UNIT DEVELOPEMNT REVIEW AND APPROVAL**
- 22-190.6 PLANNED UNIT DEVELOPMENT APPLICATION PROCEDURES**
- 22-190.7 PRE-APPLICATION REVIEW OF PUD**
- 22-190.8 APPLICATION FOR REZONING AND PUD MASTER PLAN SUBMISSION REQUIREMENT**
- 22-190.9 PRELIMINARY PLAT**
- 22-190.10 FINAL PLAT**
- 22-190.11 PLOT PLAN**
- 22-190.12 PLANNED UNIT DEVELOPMENT REVIEW AND APPROVAL**
- 22-190.13 MODIFICATION AND MINOR AMENDMENTS**
- 22-190.14 REVERSION**

SECTION 22-190.1 GENERAL

A Planned Unit Development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls. The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a Master Development Plan. Approval of a PUD is not a substitute for platting property, when required.

The PUD is subject to special review procedures. Once approved by the City Commission, it becomes a special zoning classification for the property it represents.

SECTION 22-190.2 INTENT AND PURPOSE

- A. It is the intent of this section to encourage unified design of residential, commercial, industrial or institutional areas and facilities, or combinations thereof, and to provide for integrated development having harmony of design and variety of function. It is also the intent of this section to encourage the development of planned commercial and industrial sites to eliminate the adverse impacts of traditional strip zoning.
- B. The purpose of the PUD provision is to:
 - 1. Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the Comprehensive Plan;
 - 2. Permit flexibility within the development to maximize the unique physical features of the particular site;
 - 3. Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems, and encourage diversified living environments and land uses;
 - 4. Achieve a continuity of function, and design within the development;
 - 5. To encourage innovative development of smaller parcels of land that have been passed over; and
 - 6. Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

SECTION 22-190.3 PLANNED UNIT DEVELOPMENT AUTHORIZED

A PUD may be authorized by an amendment to the Official Zoning Districts map after public hearing by the Planning Commission and City Commission. A PUD shall be considered a special zoning district; and it may be authorized for any use or a combination of uses permitted in this zoning code. A PUD must comply with the following requirements:

- A. A PUD master plan is required as the basis for review and approval of a PUD application. The PUD Master Plan shall be adopted as a part of the ordinance of rezoning and shall be in conformance with the requirements of these regulations and the following:
 - 1. The PUD Master Plan shall consist of two (2) elements, the Design Statement and the Master Development Plan Map;
 - 2. The PUD Master Plan shall establish residential densities, as well as amounts, type, and general location of all land uses; and
 - 3. The PUD Master Plan shall serve as the basis for review approval of all subdivision plats and building permits within the PUD.

SECTION 22-190.4 EFFECT OF PLANNED UNIT DEVELOPMENT APPROVAL

- A. Approval of a zoning change to PUD adopts the Master Plan prepared by the applicant and reviewed as part of the application. The Master Plan establishes new and specific requirements for amount and type of land use, residential densities, development regulations and location of specific elements of the development, such as open space, landscaping and screening.
- B. The PUD classification replaces any previous zoning district classification on a parcel.
- C. Where there is no provision in the PUD Master Plan for special development regulations, the requirements of the most restrictive conventional zoning district in which a proposed use or a structure is permitted, shall be applied to the development.

SECTION 22-190.5 CRITERIA FOR PLANNED UNIT DEVELOPMENT REVIEW AND APPROVAL

Because the PUD provides the opportunity for higher densities, greater design flexibility, mixed land uses, and improved marketability; the applicant should be prepared to provide amenities and services that might not be required or possible in a conventional development. Review and approval of a PUD is, therefore, a process of negotiation between the City government and the applicant to achieve the intents and purposes of these regulations and the Comprehensive Plan. The following factors should be specifically included as review criteria for the evaluation of a PUD application. Other factors not listed herein may also be considered in the review process in order to respond to specific design and land use proposals.

- A. The following design standards shall be specifically included as review criteria for the evaluation of a PUD application.
 - 1. The proposed PUD shall be designed to provide for the unified development of the area in accordance with the spirit and purpose of the Comprehensive Plan and the land use and zoning districts adjacent to it.
 - 2. Design of the PUD may provide for modifications of any conventional zoning, subdivision, or other development standard requirements set forth in City code. In addition, a unified/master signage plan may be approved which modifies advertising and sign allowances, provided that in no case, shall the overall signage of a development exceed what would have been permissible under the standard code provisions if the development was not part of a PUD.
 - 3. Density, land use, and intensity of use requirements shall be based on the PUD Master Plan and shall be reviewed carefully for conformance to the Comprehensive Plan.
 - 4. Building Code requirements shall not be reduced or modified in the design of a PUD.

5. The maximum number of dwelling units with a PUD shall be based on calculation of gross density. Gross density shall be established in the PUD Master Plan and shall be calculated by dividing the total land area to be developed for residential uses (exclusive of arterial streets) by the number of dwelling units.
 6. Location and type of housing shall be established in a general pattern and shown on the Master Development Plan Map.
 7. Open space and landscaping requirements shall not be reduced in the design of a PUD.
 8. Amenities: Amenities should be considered as an important justification for development and City approval of a PUD. Where gross or net densities are to be increased to promote economy of development, or where other methods of land use intensification are proposed, useable open space should be furnished along with provision for its permanent retention and continued maintenance. Sidewalks and pedestrian ways shall be planned where it is necessary to provide for amenity and public safety.
 9. Minimum Land Area and Frontage: The minimum area and frontage for a PUD request involving office, commercial and industrial land uses should generally be at least the minimum required by the conventional zoning associated with the proposal, provided that a private street network may also be authorized as a substitute for public street frontage.
 10. Streets: The following are general design standards for streets:
 - a. Street design should be innovative and should restrict through traffic from residential areas as much as possible.
 - b. Encouragement should be given to design of short local streets serving limited areas, such as the residential cul-de-sac.
 - c. Development of a private street system should be considered appropriate under certain conditions subject to approval of the City Engineer. However a private street system shall not serve as a reason for reduction in minimum design and paving standards in urban areas.
 - d. On-street parking bays or other similar areas shall not be approved.
 11. Adjacent Land Uses: The following general guidelines shall be used to establish the relationship of the PUD to abutting land uses:
 - a. The Master Development Plan Map shall show graphically the treatments that will be employed to separate the PUD from abutting properties, including commitments to landscaping, screening, earth berms, or similar techniques.
 - b. It is appropriate to specifically establish area with height limitations where a transition to more intense uses is proposed or where a higher intensity development is proposed to abut a lower intensity area.
 12. Mixed Land Use Developments: Where a PUD proposes a mix of uses which would generally be incompatible with a conventional development, the PUD Master Plan should specifically establish appropriate guidelines to assure a harmonious development.
 13. Common Access: In commercial or industrial developments, the PUD Master Plan should establish specific standards and locations for common access driveways both within the development and abutting arterial streets.
- B. Streets and alleys for PUDs shall be designed and constructed in accordance with City Standards and Specifications for right-of-way width and paving cross sections.

SECTION 22-190.6 PLANNED UNIT DEVELOPMENT APPLICATION

- A. The developer and/or builder of a PUD shall follow a five (5) step application and review procedure:
 1. Pre-Application Review.
 2. Application for rezoning if required, submission of PUD Master Plan, including the Design Statement and Master Development Plan.
 3. Preliminary Plat, where required by the Subdivision and Development Standards.
 4. Final Plat, where required by the Subdivision and Development Standards.
 5. Application for building permit and site plan review.

- B. Each required step shall be completed and approved before the following step is reviewed, provide that the Director may waive the pre-application review. Where appropriate, other methods authorized in the Subdivision and Development Standards may be substituted in Steps 3 and 4 above. The Planning Commission and City Commission may, however, review more than one step at the same public meeting.
- C. Public Hearing shall be required as follows:
 - 1. Public Hearing shall be held on the application for rezoning and/or the PUD Master Plan in accordance with regular procedures for zoning applications.
 - 2. Public Hearing on required plats shall be held in accordance with regular procedures established in the Subdivision and Development Standards.

SECTION 22-190.7 PRE-APPLICATION REVIEW OF PUD

Prior to submission of an application for rezoning to a Planned Unit Development (PUD), the applicant shall submit to the Director a draft plan drawn to approximate scale showing streets, lots, public areas, and other significant features. The applicant should discuss with the Director the procedure for adopting a PUD and the requirements for the general layout of streets and utilities, access to arterials, or general design and narrative, the availability of existing services, and similar matters. The intent of the Pre-Application review is to ascertain whether the development is feasible as proposed and to expedite and facilitate the approval of a PUD Master Plan.

SECTION 22-190.8 APPLICATION FOR REZONING AND/OR PUD MASTER PLAN – SUBMISSION REQUIREMENTS

The PUD Application for rezoning shall be filed in accordance with regular procedures and on the application forms of the City of Shawnee. Ten (10) copies of the PUD Master Plan, shall be submitted with the application for rezoning and shall consist of a design statement and a master development plan map. The applicant shall also provide other supporting maps as necessary to meet the submission requirements of this code. The application shall be accompanied by the payment of a five hundred fifty (\$550.00) dollar fee for a single phase project and an additional fee of one hundred fifty (\$150.00) dollars for each additional phase of a multiple phase project.

- A. The Master Development Plan Map shall be a graphic representation of the Development Plan for the area, prepared at a scale appropriate for the size of the project but not less than the minimum required for preliminary plats in the Subdivision and Development Standards. It shall show the following:
 - 1. Location of proposed land uses, residential densities, structures, and facilities;
 - 2. Location of collector streets within the PUD and adjacent arterial streets, in addition to a general circulation plan for the development, including all proposed private streets and drives;
 - 3. Sufficient surrounding area to demonstrate the relationship of the PUD to adjoining uses, both existing and proposed;
 - 4. Location and approximate size of proposed open space, landscaping, and public or private recreation areas;
 - 5. Areas where access to streets will be limited and location of driveways where appropriate;
 - 6. Design of all off-street parking facilities with design of ingress and egress; and
 - 7. Any other pertinent information necessary for review, approval, and administration of the PUD as determined by the Director. This could include but is not limited to showing the location of oil wells, towers, or private utilities.
- B. The PUD Design Statement shall be a written report submitted as a part of the PUD Master Plan containing a minimum of the following elements:

1. Title of PUD;
2. List of owners and developers;
3. Statement of the general location and relationship to adjoining land uses; both existing and proposed;
4. Description of the PUD concept, including an acreage or square foot breakdown of land use areas and densities proposed, a general description of proposed building use types, proposed restrictions and typical site layouts;
5. The existing PUD zoning districts in the development area and surrounding it.
6. A list of all special development regulations or the conventional zoning district regulations which will be applicable;
7. A statement on the existing and proposed streets, including right-of-way standards and street design concept;
8. The following physical characteristics: elevation, slope analysis, soil characteristics, tree cover, and drainage information;
9. A topographical map with minimum two (2') foot contour intervals;
10. Drainage information, including number of acres in the drainage area and delineation of applicable flood levels;
11. A statement of utility lines and services to be installed, including which lines will be dedicated to the City and which will be private;
12. The proposed densities, and the use types and sizes of structures;
13. A description of the proposed sequence of development; and
14. If there is no plat required or if other methods authorized in the Subdivision and Development Standards are appropriate, then paragraphs (1) and (2) of Section 22-190.10(A) shall be submitted and approved as part of the PUD Master Plan at the time of rezoning.

SECTION 22-190.9 PRELIMINARY PLAT

Upon approval of the PUD Master Plan and the Ordinance of rezoning, the developer shall prepare a preliminary plat for the entire development area. Where there is a recorded plat and where there will be no extensive easements, no property owner's association, no plat restrictions, and no sales of lots which do not conform to the platted lot lines, the Planning Commission may waive the Platting Requirements.

SECTION 22-190.10 FINAL PLAT

- A. Where a subdivision plat has been required, the developer shall prepare a final plat for review, approval, and filing of record according to procedures established by the Subdivision and Development Standards. In addition to these procedures, the final plat shall include:
 1. Provisions for the ownership and maintenance of common space. Said open space may be dedicated to a private association or to the public provided that dedication to the public shall not be accepted without the approval of the City Commission;
 2. A homeowner or property owner association shall be created if other satisfactory arrangements have not been made for improving, operating, and maintaining common facilities, including private street drives, service and parking areas, and recreation areas; and
 3. Covenants shall be submitted to reasonably insure the continued compliance with the approved PUD Master Plan, unless not required by the City.

SECTION 22-190.11 PLOT PLAN

A plot plan or site plan shall be submitted upon the application for a building permit and reviewed in accordance with applicable rules. The plot plan shall provide enough detail to ensure full compliance with any approved PUD. The Building Permit may be conditioned to ensure compliance.

SECTION 22-190.12 PLANNED UNIT DEVELOPMENT REVIEW AND APPROVAL

A. Design Review

1. All Planned Unit Development applications shall be reviewed through the internal design review process. Upon receipt of a completed application and application fee for PUD Master Plan review, the Director shall transmit the application and all supporting materials to the various City departments involved with the design review process and to appropriate officials or agencies of other official bodies as deemed necessary or as mandated by law. Each participant shall consider all pertinent information, and shall provide the Director with a report of their findings, comments, and recommendations.
2. After receiving all comments, the Director shall advise the applicant whether or not significant changes or modifications should be made to the PUD Master Plan application prior to the proposal's consideration by the Planning Commission. The applicant may choose to present the application to the Planning Commission without modification.
3. This process shall conform to the design review process in the Subdivision and Development Standards. Where a preliminary plat and a PUD Master Plan are submitted together, they may be reviewed concurrently.

B. Approval

1. Upon final approval by the City Commission of the PUD Master Plan and the appropriate ordinance of rezoning, these elements shall become a part of the Official Zoning District Map. The ordinance of rezoning shall adopt the PUD Master Plan by reference, and it shall be attached to said ordinance and become a part of the official records of the City of Shawnee.
2. The PUD Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accord with said Plan until it is otherwise amended by the City Commission. The developer shall furnish a reproducible copy of the approved Master Development Plan Map for signature by the Chairman of the Planning Commission, the Mayor and attested by the City Clerk. The PUD Master Plan, including the signed map and all supporting data, shall be made a part of the permanent file and maintained by the Planning Department.
3. Public Hearing. Public hearings shall be required prior to approval of the PUD Master Plan. Notice shall be provided in accordance with regular procedures established by these regulations.

SECTION 22-190.13 MODIFICATIONS AND MINOR AMENDMENTS

A. The Director shall be permitted to approve minor amendments and adjustments to the PUD Master Plan provided the following conditions are satisfied:

1. The project boundaries are not altered by more than five (5%) percent.
2. Uses other than those specifically approved in the PUD Master Plan are not added. Uses may be deleted but not to the extent that the character of the project is substantially altered.
3. The allocation of land to particular uses or the relationship of uses within the project are not altered by more than fifteen (15%) percent.
4. The density of housing is not increased by more than ten (10%) percent or decreased by more than thirty (30%) percent.
5. The land area allocated to non-residential uses is not increased or decreased by more than ten (10%) percent.
6. Floor area, if prescribed, is not increased or decreased by more than ten (10%) percent.
7. Floor area ratios, if prescribed, are not increased.
8. Open space ratios, if prescribed, are not decreased.

9. Height restrictions, yard requirements, parking standards, signage allowances, lot coverage restrictions and other areas, height, and bulk requirements prescribed in the PUD Master Plan are not substantially altered.
 10. The circulation system is not substantially altered in design, configuration, or location.
 11. The design and location of access points to the project are not altered either in design or capacity, unless otherwise approved by the City Engineer.
- B. The Director shall determine if proposed amendments to an approved Master Development Plan satisfy the above criteria. If the Director finds that these criteria are not satisfied, an amended PUD Master Plan shall be submitted for full review and approval according to the procedures set forth in these regulations.

SECTION 22-190.14 REVERSION

- A. Property owner request: If the property owner decides to revert the PUD concept and nullify the PUD Master Plan, he shall make application for rezoning either to the original status or to a new classification. Said application shall be heard according to regular procedures by the Planning Commission and City Commission.
- B. Continuing review by City: If development of the PUD has not been started within three (3) years of the date of approval of the PUD Master Plan it shall be deemed expired and the area contained within the PUD boundaries shall revert to the previous zoning designation. The Planning Commission may allow a one-time extension of up to two years from the original approval date, subject to approval by the City Commission, after a public hearing is held. The fee for an extension request shall be five hundred (\$500) dollars.

NONCONFORMING BUILDINGS, STRUCTURES AND USE OF LAND

SECTION 22-195

SECTIONS:

- 22-195.1 INTENT**
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SECTION 22-195.1 INTENT

If within the Districts established by this Code or amendments that may later be adopted, there exists lots, structures, and uses of land and structures which were lawful before this Code was passed or amended but which would be prohibited, regulated, or restricted under the terms of this code or future amendments, it is the intent of this Code to permit these nonconformities to continue until they are removed, but not to encourage their survival. Such uses are declared by this Code to be incompatible with permitted uses in the district involved. It is further the intent of this Code that nonconformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses, except as specified in the following sections.

SECTION 22-195.2 NONCONFORMING LOTS OF RECORD

In any District in which a lot exists of record at the effective date of adoption or amendment of this Code which does not conform in size or area to the provisions of this Code, buildings for the use permitted in such District may be erected on such lot, notwithstanding limitations imposed by other provisions of this Code, provided that all applicable building code rules apply.

SECTION 22-195.3 NONCONFORMING STRUCTURES

Where a lawful structure exists at the effective date of adoption or amendments of this Code that could not be built under the terms of this Code by reason of restrictions on area, lot coverage, height, yards, or other characteristics of the structure or its location on the lot, such structure can be continued so long as it remains otherwise lawful, subject to the following provisions:

- A. No such structure may be enlarged or altered in a way which increases its nonconformity.
- B. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the District in which it is located after it is moved.

SECTION 22-195.4 NONCONFORMING USES OF STRUCTURES

If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Code that would not be allowed in the District under the terms of this Code, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

- A. No existing structure devoted to a use not permitted by this Code in the District in which it is located shall be, enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to a use permitted in the District in which it is located.
- B. Any nonconforming use may be extended throughout any parts of a building which where manifestly arranged or designed for such use at the time of adoption or amendment of this Code, but no such use shall be extended to occupy any land outside such building.
- C. Any structure, in or on which a nonconforming use is superseded by a permitted use shall thereafter conform to the regulations for the District in which such structure is located, and the nonconforming use may not thereafter be resumed.
- D. When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six (6) consecutive months, the structure, or structure and premises in combination, shall not thereafter be used except in conformance with the regulations of the District in which it is located.
- E. Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land.

SECTION 22-195.5 NONCONFORMING USE OF LAND

Where, at the effective date of adoption or amendment of this Code, lawful uses of land exist that are no longer permissible under the terms of this Code as enacted or amended, such uses may be continued so long as they remain otherwise lawful, subject to the following provisions:

- A. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this Code.
- B. No such nonconforming use shall be enlarged or increased or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Code.
- C. If any such nonconforming use of land ceases for any reason for a period of more than six (6) months, any subsequent use of such land shall conform to the regulations specified by this Code for the District in which such land is located.

SECTION 22-195.6 CHANGE IN NONCONFORMITY

The use of nonconforming building or structure may be changed to a use of the same or a more restricted District classification, but, where the use of a nonconforming building or structure is changed to a use of a more restrictive district classification, it shall not thereafter be changed to a use of a less restricted district classification.

SECTION 22-195.7 RESTORATION OF DAMAGED USE

When a nonconforming use of a building is damaged by fire, explosion, natural cause, or public enemy, by more than fifty (50%) percent of its true value, said building shall only be restored when it conforms with the district regulation on which it is located. However, should such damage occur as a result of a Federally-declared or State-declared disaster (e.g., flood, tornado, or similar-type event), rebuilding may occur if it is commenced within twelve-months of the actual disaster event. All building code standards and floodplain regulations apply.

SECTION 22-195.8 REMODELING

Improvements or remodeling which do not increase the building size or intensity of use shall be permitted.

SECTION 22-195.9 NONCONFORMING BUILDINGS AND STRUCTURES THAT HAVE CONFORMING USES

Although a structure or building does not conform to the district regulations of this Code for a minimum lot size, lot width, yard requirement, height, lot coverage, parking, other characteristics of the structure, or its location on the lot, the lawful existence of a structure or building at the effective date of adoption of this Code may continue, subject to the provisions in the following sections.

SECTION 22-195.10 ALTERATION OR ENLARGEMENT OF BUILDING AND STRUCTURES

A nonconforming building or structure shall not be enlarged in any manner unless said building or structure, including additions and enlargements, are made to conform to all of the regulations of the District in which it is located; provided, however, that if a building or structure is conforming as to use, but nonconforming as to yards or height, or off-street parking space, the building or structure may be enlarged or added to provide that the enlargement or addition complies with the yard or height requirements and the existing building and the addition complies with the off-street parking requirements of the District in which said building or structure is located.

SECTION 22-195.11 VIOLATIONS NOT AUTHORIZED

Nothing in this Section shall be interpreted as authorizing approval of a building or premises in violation of zoning regulations in effect at the time of the effective date of this Section.

BOARD OF ADJUSTMENT

SECTION 22-200

SECTIONS:

- 22-200.1 ESTABLISHED
- 22-200.2 MEMBERSHIP
- 22-200.3 MEETINGS AND RULES
- 22-200.4 POWERS
- 22-200.5 EXTENT OF RELIEF
- 22-200.6 SPECIAL EXCEPTIONS GRANTED BY BOARD
- 22-200.7 VARIANCES
- 22-200.8 BURDEN OF PROOF
- 22-200.9 NOTICE OF HEARING – CONTENTS OF NOTICE – MINOR VARIANCES OR EXCEPTIONS
- 22-200.10 PROCEDURE FOR APPEALS TO THE BOARD OF ADJUSTMENT
- 22-200.11 APPEALS FROM THE BOARD OF ADJUSTMENT

SECTION 22-200.1 ESTABLISHED

There is hereby created within and for the City of Shawnee a Board of Adjustment with the powers and duties as set forth in this Section.

SECTION 22-200.2 MEMBERSHIP

The Board of Adjustment shall consist of five (5) members, each to be appointed for a term of three (3) years and removable for cause by the City Commission, upon written charges and after a public hearing. Vacancies shall be for the unexpired term of any member whose term becomes vacant. Members appointed shall be citizens of Shawnee, each appointed by the Mayor and confirmed by the City Commission.

SECTION 22-200.3 MEETINGS AND RULES

The Zoning Board of Adjustment shall elect one (1) of its members as Chairman to serve for a term of two (2) years. The Board shall adopt rules in accordance with the provisions of this Code. Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine. The Chairman, or, in his absence, the Acting Chairman, may administer oaths and compel the attendance of witnesses. The Board of Adjustment shall be subject to the open meeting laws of the State and all meetings, deliberations, and voting of the Board shall be open to the public. The board shall keep the minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of all official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.

SECTION 22-200.4 POWERS

The Board of Adjustment shall have the following powers:

- A. To hear and decide appeals where it is alleged there is error in any order, requirements, decision or determination made by an administrative official in the enforcement of any zoning code;
- B. To hear and decide special exceptions to the terms of the code upon which the Board of Adjustment is required to pass under such codes;
- C. To authorize in specific cases a variance from the terms, standards and criteria that pertain to an allowed use within a zoning district as authorized by the zoning ordinance when such cases are

shown not to be contrary to the public interest if, owing to special conditions, a literal enforcement of the provisions of the Code will result in unnecessary hardship and so that the spirit of the Code will be observed and substantially justice done; and

- D. Exceptions and/or variance may be allowed by the Board of Adjustment only after notice and hearing as provided in this Section.

SECTION 22-200.5 EXTENT OF RELIEF

- A. In exercising the previous mentioned powers, the Board of Adjustment may, in conformity with the provisions of the Code, reverse or affirm, wholly or partly, or modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision or determination as ought be made, and to that end shall have all the powers of the officer from whom the appeal is taken.
- B. The concurring vote of at least three (3) members of the Board of Adjustment shall be necessary to reverse any order, requirement and decision or determination of any such administrative officer, or to decide in favor of the applicant, or to decide any matter upon which it is required to pass under the Code or to effect any variation in such Code.
- C. The Board of Adjustment shall have no power to authorize variances as to use excepting Special Exceptions noted herein.

SECTION 22-200.6 SPECIAL EXCEPTIONS GRANTED BY BOARD

Upon appeal, the Board of Adjustment is empowered to permit the following exceptions:

- A. To authorize, upon application in specific cases such exceptions as hereinafter provided for, provided such exception together with such conditions as may be imposed by the Board of Adjustment is determined to be; (a) consistent with purpose and intent of the district within which the property is located; (b) if granted would not tend to encourage further exceptions of a similar nature in the neighborhood which, when taken together, would be inconsistent with the purposes and intent of the district; and (c) that the exception is necessary to render appropriate relief to the applicant for a fair and reasonable use of this property:
 - 1. Within the "A-1" District, the Board of Adjustment may permit not to exceed one auxiliary single family structure on a lot for the purpose of housing a relative of the owner when it can be shown that such residence is necessary for the health, safety and/or care of the parties involved.

SECTION 22-200.7 VARIANCES

A variance from the terms of the Code may be granted, as provided in this Section, only upon finding by the Board of Adjustment that:

- A. The application of the Code to the particular piece of property would create an unnecessary hardship;
- B. Such conditions are peculiar to the particular piece of property involved;
- C. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the Code or the Comprehensive Plan; and
- D. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship.

SECTION 22-200.8 BURDEN OF PROOF

Applicant for variance has the burden of showing that granting of a variance will not be contrary to public interest, that literal enforcement of the Zoning Code will result in unnecessary hardship, that by granting the variance the spirit of the Code will be observed, and that by granting the variance, substantial justice will be done. The Board of Adjustment shall have the right to establish conditions on any granted variance.

SECTION 22-200.9 NOTICE AND HEARING – CONTENTS OF NOTICE – MINOR VARIANCE OR EXCEPTION

- A. Notice of public hearing before the Board of Adjustment shall be given by publication in a newspaper of general circulation in the municipality where the property is located and by mailing written notice by the clerk of the Board of Adjustment hearing to all owners of property within a three hundred (300') foot radius of the exterior boundary of the subject property. A copy of the published notice may be mailed in lieu of written notice; however, the notice by publication and written notice shall be published and mailed at least ten (10) days prior to the hearing.
- B. The notice, whether by publication or mail, of a public hearing before the Board of Adjustment shall contain:
 - 1. Legal description of the property and the street address or approximate location in the municipality;
 - 2. Present zoning classification of the property and the nature of the appeal, variance or exception requested; and
 - 3. Date, time and place of the hearing.
- C. On hearings involving minor variances or exceptions, notice shall be given by the clerk of the Board of Adjustment by mailing written notice to all owners of property adjacent to the subject property. The notice shall be mailed at least ten (10) days prior to the hearing and shall contain the facts listed in item "B" above. The Board of Adjustment shall have the powers to grant minor variances or exceptions as set forth in the Board of Adjustment Resolution #1-81, subject to the approval or amendment by the City Commission.

SECTION 22-200.10 PROCEDURE FOR APPEALS TO THE BOARD OF ADJUSTMENT

The City Commission shall provide by ordinance for appeals from any action or decisions of an Administrative Officer acting pursuant to any Zoning Code to the Board of Adjustment in the following manner:

- A. Appeals from the action of any Administrative Officer to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the municipality affected by any decision of the Administrative Officer;
- B. An appeal shall be taken within thirty (30) days from the date of the decision by filing with the City Clerk and filing with the Board of Adjustment a notice of appeal specifying the grounds therefore, and by paying a filing fee of ninety (\$90.00) dollars at the office of the City Clerk at the time the notice is filed. The applicant shall provide at the time of application a certified list of property owners within three hundred (300') feet in question prepared by a bonded abstract company. Newspaper publication shall also include a map of the area to be affected which indicates street names or numbers, streams, or other significant landmarks in said area. The officer from whom the appeal is taken shall forthwith transmit to the Board of Adjustment certified copies of all the papers constituting the record of the matter, together with a copy of the ruling or order from which the appeal is taken;
- C. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal

has been filed with him that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property. In such case the proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by a court of record on application or notice to the officer from whom the appeal is taken on due cause shown; and

- D. The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney.

SECTION 22-200.11 APPEALS FROM THE BOARD OF ADJUSTMENT

- A. An appeal from any action, decision, ruling, judgment or order of the Board of Adjustment may be taken by any person or persons, jointly or severally aggrieved, or any taxpayer or any officer, department, board or bureau of the municipality to the District Court in the county in which the sites of the municipality is located.
- B. The appeal shall be taken by filing a notice of appeal with the City Clerk and with the Clerk of the Board of Adjustment within ten (10) days of the decision by the Board. Day one begins the first day following the Board's decision. The notice shall specify the grounds for the appeal. No bond or deposit for costs shall be required for such appeal.
- C. Upon filing the notice of appeal, the Board of Adjustment shall forthwith transmit to the Court Clerk the original, or certified copies, of all papers constituting the record in the case, together with the order, decision or filing of the Board.
- D. The appeal shall be heard and tried de novo (without jury) in the District Court. All issues in any proceedings under this section shall have preference over all other civil actions and proceedings.
- E. An appeal to the District Court from the Board of Adjustment stays all proceedings in furtherance of the action appealed from, unless the Chairman of the Board, from which the appeal is taken, certified to the Court Clerk, after the notice of appeal has been filed, that by reasons of facts stated in the certificate a stay in his opinion cause imminent peril of life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by District Court upon application or notice to the Administrative Officer in charge of the enforcement of the terms and provisions of the Code, and upon notice to the Chairman of the Board from which appeal is taken, and upon due cause being shown.
- F. The District Court may reverse or affirm, wholly or partly, or modify the decision brought up for review. Costs shall not be allowed against the Board of Adjustment unless it shall appear to the District Court that the Board acted with gross negligence or in bad faith or with malice in making the decision appealed from. An appeal shall lie from the action of the District Court as in all other civil actions.

ADMINISTRATION

SECTION 22-205

SECTIONS:

- 22-205.1 DUTY OF THE COMMUNITY DEVELOPMENT DIRECTOR**
- 22-205.2 ZONING CLEARANCE PERMIT REQUIREMENTS**
- 22-205.3 NEW CONSTRUCTION**
- 22-205.4 APPLICATION – ZONING CLEARANCE**
- 22-205.5 ACCOMPANYING MATERIAL**
- 22-205.6 ZONING CLEARANCE FEE**
- 22-205.7 CONDITIONAL USE PERMIT**
- 22-205.8 PLATTING REQUIREMENTS**
- 22-205.9 VIOLATION AND PENALTIES**
- 22-205.10 EXCEPTIONS**
- 22-205.11 REQUIRED INFORMATION ON SITE PLANS**
- 22-205.12 PROCEDURE FOR PROCESSING**
- 22-205.13 APPROVAL, EXTENSION AND REVISION**
- 22-205.14 APPEALS**

SECTION 22-205.1 DUTY OF THE COMMUNITY DEVELOPMENT DIRECTOR

- A. Unless specifically qualified otherwise, the provisions of this Code shall be enforced by the Community Development Director or their designee, hereinafter referred to as the “Director”, and/or their designee(s).
- B. In the administration of this Code, the Director shall be assisted by the appropriate officers, departments, commissions, agencies and boards of the City of Shawnee and such additional officers, departments, agencies, committees, of the City, County, State and Federal governments as shall be specified and referred to under the various sections of this Code.
- C. The Director shall have all necessary authority on behalf of the City Commission to administer and enforce the provisions of this Code. Such authority shall include the ability to order, in writing, the remedy of any condition found in violation of this Code and the ability to bring, in concert with the City Attorney, legal action to insure compliance with the provisions, including injunction, abatement or other appropriate action or proceeding.

SECTION 22-205.2 ZONING CLEARANCE PERMIT REQUIREMENTS

The Zoning Clearance Permit is a permit issued by the Director which states that a particular development meets all of the requirements of the Zoning Code. It is not a building permit and does not authorize construction; it certifies that the land and/or structure is in conformance with the terms of this Zoning Code. A Zoning Clearance Permit shall be required on all building permits, provided that such clearance is not required for single-family residential structures. The Zoning Clearance process can be reviewed concurrently with the building permit process and the City can establish and administrative review process.

SECTION 22-205.3 NEW CONSTRUCTION

No building or other structure shall be erected, constructed, enlarged, altered, nor shall the use of any land or building or other structure be changed without a Zoning Clearance Permit being issued authorizing such construction, alteration, or use changes as being in compliance with the provisions of this Code, unless otherwise exempted. No building or other permit shall be issued for any construction not conforming to a valid Zoning Clearance Permit.

SECTION 22-205.4 APPLICATION – ZONING CLEARANCE PERMIT

An application for a Zoning Clearance Permit shall be made to the Director by the owner or proposed occupant of the building or land to be occupied or used, and said application shall state the location and legal description of said property and set out in detail the character and nature of the use to be conducted thereon. Within ten (10) business days, the Director shall grant or deny said Zoning Clearance Permit in accordance with the terms of this Code.

SECTION 22-205.5 ACCOMPANYING MATERIAL

All applications for Zoning Clearance Permits shall be accompanied by a plot plan, drawn to scale on suitable paper, showing the actual dimensions of the lot to be built upon, the size and location of the building to be erected, and such other information as may be necessary to satisfy the requirements of these regulations.

SECTION 22-205.6 ZONING CLEARANCE FEE

Zoning Clearance Permit shall not be issued until a Fifty Dollar (\$50.00) fee has been paid. This fee shall also include the issuance of a Certificate of Occupancy at the completion of the building permit process.

SECTION 22-205.7 CONDITIONAL USE PERMIT

Where the letter “P” appears for certain uses in the tables of permitted uses, their use may be permitted if a conditional use permit is approved and attaches to the real property. For the purposes of interpreting the City’s Zoning Code and Development Regulations, the term “Conditional Use Permit” shall be seen as having the exact same meaning as the term “specific use permit” as cited in Oklahoma Statutes (11 O.S. § 43-113) and both terms are to be used interchangeably. The uses designated under the various districts herein as “conditional uses” are so classified because they could more intensely dominate the area in which they are located than do other uses permitted in the district; however, the nature of such uses makes it desirable that they be permitted to locate therein under conditions. The following procedures are established to integrate properly the conditional uses with the other land uses located in the district. These uses shall be reviewed and authorized or rejected under the following procedures:

- A. An application shall be filed with the Director for review. Such application shall show the location and intended use of the site. The applicant shall provide a certified property ownership list of all property owners within three hundred (300’) feet. The list shall be prepared by a bonded abstract company. Applicant shall provide the existing land uses adjacent to the site and any other material pertinent to the request which the Director may require. An application for a conditional use permit shall be accompanied by the payment of a fee of two hundred eighty dollars (\$280.00) to cover costs of notice and posting and administrative review.
- B. The Planning Commission shall hold one (1) or more public hearings thereon. Such notice shall follow the same public hearing procedures of this Chapter and State law. In the event any applicant files an application for an amendment concurrently with an application for a conditional use, the Planning Commission may, upon its option, consider both applications concurrently upon proper notice having been given.
- C. The Planning Commission shall within forty-five (45) days of the date of the application, transmit to the City Commission its report as to the effect of such proposed building or use upon the character of the neighborhood, traffic congestion, public utilities and other matters pertaining to the general health, safety and welfare of the public, and the recommendation of the Planning Commission concerning the use thereon. Thereupon, the City Commission may authorize or deny the issuance of a building permit for the use of the land or buildings as requested.

- D. In conducting its review, the Planning Commission and City Commission may set conditions on the approval any Conditional Use Permit, including, but not limited to, conditions on: hours of operation, use restrictions, building design, parking, setbacks, lot sizes, density, landscaping, screening, site design elements, signage, lighting, noise and such other development standards and operational safeguards as are indicated to be important to the welfare and protection of adjacent property and the community as a whole.
- E. If approved, the applicant and all successors shall remain in compliance with any specified conditions of the Conditional Use Permit. The City Commission shall have the authority to revoke any Conditional use Permit that is in violation of established conditions, upon public hearing and notice to the permit holder.

SECTION 22-205.8 PLATTING REQUIREMENTS

For the purpose of providing a proper arrangement of streets and assuring the adequacy of open space for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established, as follows:

For any land which has been rezoned upon application of a private party, no building permit or zoning clearance permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat, as the case may be, submitted to and approved by the City Commission and filed of record in the office of the Pottawatomie County Clerk. Provided, that the City Commission upon the recommendation of the Planning Commission, may waive the platting requirements upon a determination that the above stated purposes have been achieved by previous platting or could not be achieved by a plat or replat.

SECTION 22-205.9 VIOLATION AND PENALTIES

A violation of this Code shall be deemed a misdemeanor and shall be punishable by fine. Any person, firm or corporation who violates or refuses to comply with any of the provisions of this Code shall be fined not less than one hundred (\$100.00) dollars nor more than five hundred (\$500.00) dollars for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 22-205.10 SITE PLAN REVIEW

Site plans, prepared and approved in accordance with the provisions of this section, shall be required to assist City Administrative Officials in the review of certain applications for building permits, and to ensure compliance with all applicable requirements of this Code. All structures and their related accessory uses and structures shall trigger the need for a site plan.

SECTION 22-205.11 EXCEPTIONS

The Director may waive any requirements of this Section upon a finding that the waiver of said requirements will not adversely affect the adequacy of provisions set forth herein. The Director shall also have the right to establish and carry out administrative provisions that are designed to provide for the efficient review and processing of building permit and land use applications.

SECTION 22-205.12 REQUIRED INFORMATION ON SITE PLANS

- A. At least four (4) clearly legible blue or black line copies of all site plans shall be submitted to the Director along with a receipt indicating that all required site plan fees for processing and approval have been paid.
- B. All site plans contain the following information:
 - 1. North Arrow

2. Scale of the site plan is to be indicated with a preferred scale being 1" = 20'. However, in no case shall the scale of any site plan be less than 1" = 50'.
3. The legal description of the property is to be written on the site plan. Identify the location of tract, with regards to corner of the section, block and street corners. For all unplatted property of five (5) acres or less in area and for any property located within an approved subdivision which results from a change of the originally recorded plat, a copy of the first recorded deed to the property must accompany the permit application.
4. All property lines shall be accurately drawn to scale on the site plan with the dimensions of each line numerically illustrated in feet. Each property line shall be distinguished with the symbol "PL".
5. All adjacent street and alley rights-of-way are to be indicated, showing the center line of each, the width and length of each and any street names. Property lines shall be included as a part of these rights-of-way by showing dimensions from the center line.
6. The exact location, dimensions, and type of all easements that abut and are situated on the property shall be shown.
7. The location of driveway approaches, width and length, of every driveway shall be indicated.
8. Show existing and proposed paving. Specify the width and type of paving and whether there is curb and gutter.
9. Indicate the parking and maneuvering arrangement that is proposed. Each parking space and drive is to be indicated. All parking arrangements must comply with City parking standards.
10. Indicated the locations of all existing and/or proposed utility services included:
 - a. Indicate location and size of sanitary sewer facilities, or other sewer disposal system.
 - b. Indicate location and capacity of all drainage structures and pipes (existing and proposed), showing direction of flow of storm water, natural low areas existing on the property, and contour lines. If the location is within a flood prone area, the final elevation also shall be indicated.
11. Show the location of every existing and proposed building on the property:
 - a. Identify the building location by indicating the distance from each building to all rights-of-way and property lines, and between buildings.
 - b. Specify the dimensions and the total square footage in each floor of every existing and proposed building. Specify the square footage in each floor that is contained in areas designed for storage, utilities and building services.
 - c. State the use in detail of every existing and proposed building.
 - d. Indicate the number of dwelling units in each building.
12. Any additional information relating to the proposed improvements as requested by the Director.

SECTION 22-205.13 PROCEDURE FOR PROCESSING

- A. The Director shall check the site plan for general compliance and completeness with the provisions of this section and shall so certify the application.
- B. The Director shall see that all administration reviews are completed within fifteen (15) days. The Director may extend the review by one fifteen (15) day period, and thereafter, the site plan shall be automatically approved if administrative review is not completed.

SECTION 22-205.14 APPROVAL, EXTENSION AND REVISION

- A. Approval of a site plan submitted under the provisions of this Section shall expire one (1) year after the date of such approval unless a building permit(s) has been obtained and the work commenced.

- B. Such approval may be extended by the Director of Community Development for a single one (1) year period, upon his receipt of a written request for an extension not less than thirty (30) days before the expiration of the approved site plan.
- C. The Director shall not approve any site plan that is contrary to the provisions of this Code and other current ordinances or statutes. Neither shall the Director disapprove the site plan on grounds other than a documented deviation from this code or other current ordinances or statutes.

SECTION 22-205.15 APPEALS

Any person aggrieved by any decision of the Director may appeal the decision to the Board of Adjustment in accordance with the procedures set forth in this Chapter.

AMENDMENTS

PROCEDURES

SECTION 22-210

SECTIONS:

- 22-210.1 PLANNING COMMISSION RECOMMENDATION REQUIRED**
- 22-210.2 APPLICATION FOR AMENDMENT**
- 22-210.3 NOTICE AND PUBLIC HEARING**
- 22-210.4 ADDITIONAL NOTICE REQUIREMENTS FOR SPECIFIC USES**
- 22-210.5 PLANNING COMMISSION ACTION**
- 22-210.6 CITY COMMISSION ACTION**
- 22-210.7 PROTEST TO AMENDMENT**
- 22-210.8 MUNICIPALLY PROPOSED ZONING RECLASSIFICATION**
- 22-210.9 WAITING PERIOD REQUIRED**
- 22-210.10 CLASSIFICATION OF NEW ADDITIONS**

SECTION 22-210.1 PLANNING COMMISSION RECOMMENDATION REQUIRED

The regulations, restrictions, prohibitions and limitations imposed and the Districts created may from time to time be amended, supplemented, changed, modified or repealed by ordinance, but no change shall be made until the Planning Commission, after notice and public hearing, files with the City Commission a report and recommendation on the proposed change.

SECTION 22-210.2 APPLICATION FOR AMENDMENT

An owner, or his duly authorized representative, may make application for the amendment of the zoning restrictions applicable to his property by filing with the Planning Commission a written application in such form and content as the Planning Commission may, by resolution, establish. An application for amendment shall be accompanied by the payment of a fee of two hundred eighty dollars (\$280.00) to cover costs of notice and posting and administrative review. The applicant shall also furnish a list of all property owners within three hundred (300') feet of the rezoning applicant's property and shall be prepared and certified by an abstract company. This certified ownership list shall contain the legal description and the mailing addresses of the property owners.

SECTION 22-210.3 NOTICE OF PUBLIC HEARING

Upon receipt of a rezoning application, the Secretary for the Planning Commission shall set dates of the public hearings before the Planning Commission and City Commission. Parties in interest and citizens shall have an opportunity to be heard at both public hearings. At least fifteen (15) days' notice of the rezoning requested, date, time and place, each hearing shall be published in a newspaper of general circulation in the City of Shawnee. Said notice shall also include a map of the area to be affected which indicates street names or numbers, streams, or other significant landmarks in the said area. In addition to the notice required above, notice of a public hearing on any proposed zoning change shall be given twenty (20) days prior to the hearing by mailing written notice by the Secretary of the Planning Commission to all owners of real property within a three hundred (300') foot radius of the exterior boundary of the subject property. The notice shall contain as follows:

- A. Legal description of the property and the street address or approximate location;
- B. Present zoning and classification of the property and the classification sought by the applicant; and

- C. Date, time and place of the public hearing.

In addition to the notice provided above, notice of public hearing of any zoning change shall be given by a sign or signs as may be required, placed on the property affected by such proposed zoning reclassification. Said sign or signs shall be posted on the affected property at least twenty (20) days before the date of the hearing. Such sign or signs and the lettering thereon shall be of sufficient size so as to be clearly visible and legible from the public street or streets which it faces. It shall contain as follows:

- A. The date, time and place of the public hearing;
- B. By whom the public hearing will be conducted;
- C. Existing and desired zoning classification; and
- D. Other information as deemed necessary to provide adequate and timely public notice.

SECTION 22-210.4 ADDITIONAL NOTICE REQUIREMENTS FOR SPECIFIC USES

- A. In accordance with State law, if the zoning change requested permits the use of treatment facilities, multiple family facilities, transitional living facilities, halfway houses and any housing or facility that may be used for medical or nonmedical detoxification as these terms are defined pursuant to Section 3-403 of Title 43A of the Oklahoma Statutes. Written notice shall be provided at least thirty (30) days before the hearing date to all property owners within one-quarter mile where the area to be affected is located. The applicant shall be responsible for costs associated with the notice and shall provide proof of compliance. The content of the notice shall meet the requirements of this Chapter and State law. The City will be responsible for posting the property and providing publication in the newspaper in accordance with the other provisions of the Chapter and State law.
- B. In accordance with State law (Title 60, Chapter 18, Section 863), a group home, although a permitted use, shall only be established after notice is given to all affected real property owners within three hundred (300') feet of the exterior boundaries of the property on which the group home is to be located. The notice shall contain a legal description of the property and the street address or approximate location of the group home. The applicant shall furnish to the City the mailing list prepared by a bonded abstractor.

SECTION 22-210.5 PLANNING COMMISSION ACTION

- A. After notice and public hearing, the Planning Commission shall vote to:
 - 1. Recommend to the City Commission that the application be approved as submitted, or as amended, or be approved subject to such modifications as the Planning Commission shall deem appropriate to carry out the Comprehensive Plan; or
 - 2. Recommend to the City Commission that the application be denied.
- B. An application recommended for approval, or approval subject to modification, shall be transmitted to the City Commission with the report and recommendation of the Planning Commission within fifteen (15) days from the date of Planning Commission action.
- C. In the event the applicant elects to withdraw his application from amendment to the Zoning Code after it has been acted upon by the Planning Commission, no refund shall be provided.

SECTION 22-210.6 CITY COMMISSION ACTION

At the time set for public hearing, the City Commission shall proceed to conduct the public hearing wherein all interested parties and citizens shall have an opportunity to be heard at such public hearing. At least fifteen (15) days notice of the rezoning requested, date, time and place of the hearing shall be

published in a newspaper of general circulation in the City of Shawnee. Said notice shall also include a map of the area to be affected, which indicates street names or numbers, streams, or other significant landmarks in said area. In addition to the notice required above, notice of a public hearing on any proposed zoning change shall be given twenty (20) days prior to the public hearing by mailing written notice by the City Clerk to all owners of real property within a three hundred (300') foot radius of the exterior boundary of the subject property. The notice shall contain as follows:

- A. Legal description of the property and street address or approximate location in the City;
- B. Present zoning and classification of the property and the classification sought by the applicant; and
- C. Date, time and place of public hearing.
- D. Proposed use for the property.

In addition to such written notice, notice shall also be given by posting a sign or signs on the property affected by such proposed zoning reclassification. Said sign or signs shall be posted on the affected property at least twenty (20) days before the date of the hearing. Such sign (or signs) and the lettering thereon shall be of sufficient size so as to be clearly visible and legible from the public street or streets toward which it faces. It shall contain as follows:

- A. The date, time and place of the Public Hearing;
- B. By whom the public hearing will be conducted;
- C. The desired zoning classification and proposed use of property; and
- D. Other information as deemed necessary to provide adequate and timely public notice.

After conducting such public hearing, the City Commission may approve the application as submitted and recommended by the Planning Commission; or approve the application subject to modification; or deny the application; or return the application to the Planning Commission for further study; or approve the application modified to a classification more restrictive than that requested in such application, notwithstanding the fact that notice had been given of the public hearing to be held upon a requested classification which is less restrictive than that which is approved

SECTION 22-210.7 PROTEST TO AMENDMENT

All written protests against proposed changes shall be filed at least three (3) days before the date of the public hearing. If protests are filed by:

- A. The owner of twenty (20%) percent or more of the area of lots included in a proposed change; or
- B. The owners of fifty (50%) percent or more of the area of lots within a three hundred (300') feet radius of the exterior boundary of the territory included in a proposed change;

Then the proposed change or amendment shall not become effective except by a favorable vote of three-fifths (3/5) of all the members of the Board of commissioners of the City of Shawnee.

SECTION 22-210.8 MUNICIPALLY PROPOSED ZONING RECLASSIFICATIONS

Should the City of Shawnee propose a zoning reclassification in order to revise the Comprehensive Plan or the Official Zoning Map of the City, or to identify areas which require specific land use development, due to topography, geography, or other distinguishing features, including but not limited to floodplain,

drainage, historic preservation, and blighted areas, it shall establish guidelines for publication notices for public hearing. The governing body may require, in addition, the notice requirements to abutting property owners where applicable as provided for in this Chapter, a sign to be posted on designated properties within the area affected by the proposed zoning reclassification. The sign and the lettering thereon shall be of sufficient size so as to be clearly visible and legible from the public street of streets toward which it faces. The notice shall state as follows:

- A. The date, time and place of the public hearing;
- B. Who will conduct the public hearing;
- C. The desired zoning classification;
- D. The proposed use of the property; and
- E. Other information as may be necessary to provide adequate and timely public notice.

SECTION 22-210.9 WAITING PERIOD REQUIRED

Applications to amend the Zoning Code heard and decided by the City Commission of the City of Shawnee will not again be set down for public hearing within six (6) months of the date of the decision by the City Commission. Applications may not be refiled with the Planning Commission within six (6) months after the date of such decision by the City Commission. Applications for rezoning of the same property in a different zoning classification may, however, be filed without limitation.

SECTION 22-210.10 CLASSIFICATION OF NEW ADDITIONS

All new additions and annexations of land to the City shall be in an A-1 Rural Agricultural Zoning District unless otherwise classified by the City Commission for a period of time not to exceed one (1) year from the effective date of the ordinance annexing the property. Within this one (1) year period of time; the City Commission shall instruct the Planning Commission to study and make recommendations concerning the use of land within said annexation to promote the general welfare and in accordance with the Comprehensive Plan, and upon receipt of such recommendations, the City Commission shall, after public hearing as required by law, establish the district classification of said annexation; provided, however, that this shall not be construed as preventing the City Commission from holding public hearings prior to or at the same time as annexation and establishing the district classification at the time of annexation.

SHAWNEE MUNICIPAL AIRPORT OVERLAY DISTRICT

SECTION 22.215

SECTIONS:

22-215.1	SHORT TITLE
22-215.2	DEFINITIONS
22-215.3	AIRPORT ZONES
22-215.4	AIRPORT ZONE HEIGHT LIMITATIONS
22-215.5	USE RESTRICTION
22-215.6	NONCONFORMING USES
22-215.7	PERMITS
22-215.8	ENFORCEMENT
22-215.9	APPEALS
22-215.10	JUDICIAL REVIEW
22-215.11	PENALTIES

SECTION 22-215.1 SHORT TITLE

These Regulations shall be known and may be cited as Shawnee Regional Airport Zoning Regulations. These Regulations are subject to any rulings or changes made by the Oklahoma Aeronautics Commission, the Federal Aviation Administration, and the Aircraft Pilot and Passenger Protection Act.

SECTION 22-215.2 DEFINITIONS

As used herein, unless the context otherwise requires:

1. **Airport** – Means Shawnee Municipal Airport.
2. **Airport Elevation** – 1073 feet above mean seal level.
3. **Approach Surface** – A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 22.215.4 of these Regulations. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
4. **Approach, Transitional, Horizontal, and Conical Zones** – These zones are set forth in Section 22-215.3 of these Regulations.
5. **Commission** – Means the Oklahoma Aeronautics Commission or a successor agency
6. **Conical Surface** – Is an imaginary surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
7. **Hazard to Air Navigation** – An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.
8. **Height** – For the purpose of determining the height limits in all zones set forth in these Regulations and shown on the Airport Layout Plan, the datum shall be mean sea level elevation unless otherwise specified.

9. **Horizontal Surface** – Is an imaginary horizontal plane one hundred fifty (150') feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.
10. **Larger than Utility Runway** – A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.
11. **Nonconforming Use** – Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of these Regulations or an amendment thereto.
12. **Nonprecision Instrument Runway** – A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned.
13. **Obstruction** – Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 22-215.4 of these Regulations.
14. **Person** – An individual, firm, partnership, corporation, company, association, joint stock association or government entity; includes a trustee, a receiver, an assignee, or a similar representative of any of them.
15. **Precision Instrument Runway** – A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.
16. **Primary Surface** – A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred (200') feet beyond each end of that runway. The width of the primary surface is set forth in Section 22-215.3 of these Regulations. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
17. **Runway** – A defined area on an airport prepared for landing and take-off of aircraft along its length.
18. **Structure** – An object, including a mobile object, constructed or installed by man, including but without limitation, buildings, towers, cranes, smokestacks, earth formation, and overhead transmission lines.
19. **Transitional Surface** – These surfaces extend outward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven (7') feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000') feet measured horizontally from the edge of the approach surface and at 90 degree angles to the extend runway centerline.

20. **Tree** – Any object of natural growth.
21. **Utility Runway** – A runway that is constructed for an intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.
22. **Visual Runway** – A runway intended solely for the operation of aircraft using visual approach procedures.

SECTION 22-215.3 AIRPORT ZONES

In order to carry out the provisions of these Regulations, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to Shawnee Regional Airport Layout Plan consisting of one sheet, prepared by LBR, INC. dated May 2013, which is available upon request by the Shawnee Regional Airport Staff. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

A. Precision Instrument Runway Approach Zone

The inner edge of this approach zone coincides with the width of the primary surface and is one-thousand (1,000') feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.

B. Runway Larger Than Utility With A Visibility Minimum Greater than $\frac{3}{4}$ Mile Non-Precision Instrument Approach Zone

The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 3,500 feet at a horizontal distance of ten thousand (10,000') feet from the primary surface. Its centerline is the continuation of the centerline of the runway.

C. Utility Runway Visual Approach Zone

The inner edge of this approach zone coincides with the width of the primary surface and is 250 feet wide. The approach zone expands outward uniformly to width of 1,250 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.

D. Transition Zones

Are hereby established adjacent to each instrument and non-instrument runway and approach zone as indicated on the Airport Layout Plan.

E. Horizontal Zone for Instrument and Non-Instrument Runway

Is hereby established by swinging arcs of five thousand (5,000') feet radii for all non-instrument runways and 10,000 feet for all instrument runways from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.

F. Conical Zone for Instrument and Non-Instrument Runway

Is hereby established as the area that commences at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet. The conical zone does not include the instrument and non-instrument approach zones and transition zones and horizontal zone.

SECTION 22-215.4 AIRPORT ZONE HEIGHT LIMITATIONS

No structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any zone created by these Regulations to a height in excess of the applicable height herein established for such zone unless permitted by the Commission. Such applicable height limitations are hereby established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

A. Precision Instrument Runway Approach Zone

Sloped fifty (50') feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes upward of forty (40') feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline.

B. Runway Larger than Utility With a Visibility Minimum Greater than $\frac{3}{4}$ Mile Non-Precision Instrument Approach Zone:

Slopes thirty-four (34') feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.

C. Utility Runway Visual Approach Zone

Slopes twenty (20') feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.

D. Transition Zone

Slopes seven (7') feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface, and extending to a height of one hundred fifty (150') feet above the airport elevation. In addition to the foregoing, there are established height limits sloping seven (7') feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface. Further, where the precision instrument runway approach zone projects through and beyond the conical zone, there are established height limits sloping seven (7') feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of five thousand (5,000') feet from the edge of the instrument approach zone measured at right angles to the extended runway centerline.

E. Horizontal Zone

Established at one hundred fifty (150') feet above the established airport elevation.

F. Conical Zone

Slopes twenty (20') feet outward for each foot upward beginning at the periphery of the horizontal and at one hundred fifty (150') feet above the airport elevation and extending to a height of three hundred fifty (350') feet above the airport elevation.

G. Excepted Height Limitation

Nothing in these Regulations shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to fifty (50') feet above the surface of the land.

SECTION 22-215.5 USE RESTRICTIONS

Notwithstanding any other provisions of these Regulations, no use may be made of land or water within any zone established by these Regulations in such a manner as to create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing takeoff, or maneuvering of aircraft intending to use the airport.

SECTION 22-215.6 NONCONFORMING USES

A. Regulations Not Retroactive

The regulations prescribed herein shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of these Regulations, or otherwise interfere with the continuance of a nonconforming use. Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of these Regulations, and is diligently prosecuted.

B. Marking and Lighting

Notwithstanding the preceding provision of this Section, the owner of any existing nonconforming structure or tree is hereby required to permit the installations, operation, and maintenance hereon of such markers and lights as shall be deemed necessary by the Shawnee Airport Authority to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Shawnee.

SECTION 22-215.7 PERMITS

A. Permits required:

A person shall obtain a permit from the Commission prior to the construction or installation of any of the following near the Shawnee Regional Airport:

1. Any proposed structure for an incompatible purpose in the primary surface or the runway protection zone.
2. Any structure, alteration or addition to a structure within three (3) statute miles from the airport reference point of a public-use airport, that would result in a total structure height in excess of one hundred fifty (150') feet above the airport elevation
3. Any structure, alteration or addition to a structure that would result in a total structure height greater than the horizontal, conical or approach surfaces, as defined in 25:30-1-2 of the Aircraft Pilot and Passenger Protection Act.

B. Future Uses:

Except as specifically provided in Subsection (1) a, b, c, d, e, and f hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established and no tree shall be planned in any zone hereby created unless a permit therefore shall have been applied for and granted. Each application for a permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of these Regulations shall be granted unless a variance has been approved in accordance with Section 22-215.7 (E).

1. In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five (75') feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
2. For mobile or temporary equipment used to construct or install a new structure to perform routine maintenance, repairs, or replace parts of an existing structure.
3. To repair, replace, or alter an existing structure that would not result in a total structure height greater than the horizontal, conical, or approach surfaces as defined in 22-215.4, or change the location of an existing structure.
4. Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation.
5. In areas lying within the limits of the approach zones but a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five (75') feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.
6. In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than seventy-five (75') feet of vertical height above the ground, except when such tree or structure, because of terrain, land contour, or topographic features, would extend above the height limit prescribed for such a transition zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alterations of any structure, or growth of any tree in excess of any of the height limits established by these Regulations except as set forth in Section 22-215.4 (7).

C. Existing Uses:

No permit shall be granted that would allow the establishment or creation of an obstruction or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation, than it was on the effective date of these Regulations or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.

D. Nonconforming Uses Abandoned or Destroyed:

Whenever the Airport Authority determines that a nonconforming tree or structure has been abandoned or more than eighty (80%) percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

E. Variances:

Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use property, not in accordance with the regulations prescribed in these Regulations may apply to the Commission for a variance from such regulations. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that literal application or enforcement of the regulations will result in unnecessary hardship and relief granted, will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice, and will be in accordance with the spirit of these Regulations. Additionally, no application for variance to the requirements of these Regulations may be considered by the Commission unless a copy of the application has been furnished to the Airport Authority for advice as to the aeronautical effects of the variance.

F. Obstruction Marking and Lighting:

Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of these Regulations and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to install, operate, and maintain, at the owner's expense, such markings and lights as may be necessary. If deemed proper by the Commission, this condition may be modified to require the owner to permit the City of Shawnee, at its own expense, to install, operate, and maintain the necessary markings and lights.

SECTION 22-215.8 ENFORCEMENT

It shall be the duty of the Shawnee Airport Authority to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Authority and the Commission upon a form published for that purpose. Applications required by these Regulations to be submitted to the Authority and Commission shall be promptly considered and granted or denied. Appeal of any decision by the Shawnee Airport Authority or its designee shall be made in accordance with Section 22-215.9 of these Regulations.

SECTION 22-215.9 APPEALS

- A. Any person aggrieved, or any taxpayer affected, by any decision of the Authority made in the administration of these Regulations may appeal to the Shawnee Airport Authority and the Commission.
- B. All appeals hereunder must be taken within a reasonable time, but no later than thirty (30) days after the decision of the Commission or Authority by filing with the Authority or its designee a notice of appeal specifying the grounds thereof. The Authority or its designee shall forthwith transmit to the Commission the notice of appeal and all the papers constituting the record upon which the action appealed from was taken.

- C. The Authority shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney and may present evidence and testimony and cross examine adverse witnesses.
- D. The Authority may, in conforming with the provisions of these Regulations and the Commission may reverse or affirm, in whole or in part, or modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as may be appropriate under the circumstances.

SECTION 22-215.10 JUDICIAL REVIEW

Any person aggrieved, or any taxpayer affected, by any decision of the Authority and the Commission, may appeal to the District Court within thirty (30) days after such decision as provided by the rules of the Authority.

SECTION 22-215.11 PENALTIES

Each violation of these Regulations, the Aircraft Pilot and Passenger Protection Act, Commission rulings, or of any regulation, order, or ruling promulgated hereunder shall constitute a misdemeanor and be punishable by a fine of not more than two hundred (\$200) dollars or misdemeanor and be punishable by a fine of not more than five hundred (\$500) dollars or imprisonment not more than thirty (30) days or both; and each day a violation continues to exist shall constitute a separate offense.

LAKE PROTECTION ZONE (LPZ)

SECTION 22-220

The regulations governing the Lake Protection Zone overlay district are codified in Chapter 22, Article V of the Shawnee Municipal Code.

Regular Board of Commissioners

9.

Meeting Date: 06/02/2014

Avedis Foundation Grant

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action accepting grant funding from the Avedis Foundation in the amount of \$641,742 and authorizing signing of the grant agreement. Grant will be used for trail improvements associated with implementation of the Master Trail Plan.

Attachments

Avedis Foundation Grant



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

MEMORANDUM

AGENDA: June 2, 2014

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director

RE: **AVEDIS FOUNDATION – GRANT AGREEMENT**

Nature of the Request

The City of Shawnee has been awarded **\$641,742** from the Avedis Foundation for trail improvements associated with implementation of the City of Shawnee Master Trail Plan. The Grant Agreement is attached and requires the signature of the Mayor.

Staff Analysis, Considerations

The grant funding will be matched with City funding to accomplish the following projects over the next two fiscal years:

Phase 1: (Fiscal Year: 14-15)

- Construction of a 1.6 mile (approximate) multi-purpose trail along Bryan Street. The trail will go from Remington Street north to MacArthur Street and will provide a direct connection to Grove School. A sidewalk connection to the Wyndemere Addition along MacArthur Street will also be made.
- Sidewalk improvements along Independence Street are planned between Center Street and Bryan Street to provide a safe walking route to Sequoyah Elementary. In addition, access to the new trail along Bryan Street will be provided.
- Sidewalk connection from the new sidewalks along Kickapoo Street to the YMCA and the Airport Trail along Saratoga Street.
- Lighting of the Airport Trail along the western and southern portions to enhance security and increase use.

Phase 2: (Fiscal Year: 15-16)

- Facilitate cross-connection of the sidewalk/trail improvements done as part of Phase 1 to the broader sidewalk and trail system to form one large contiguous route. Construct a sidewalk or trail along MacArthur Street (between Bryan Street and Harrison Street) or Federal Street (and

Center Street). In the process of making the connection, additional access to school sites will be provided and many more neighborhoods will be connected.

Recommendation

Staff recommends acceptance and signing of the Grant Agreement with the Avedis Foundation.

Budget Considerations

For fiscal year 2014-2015, \$250,000 has been budgeted for sidewalk improvements as partial match to the Avedis trail funding and the City will match the grant money provided for lighting of the Airport Trail in the amount of \$125,270 or greater. This means that for FY 2014-2015 a minimum of \$1,017,012 is planned to be spent on trail and sidewalk improvements in support of this endeavor.

For fiscal year 2015-2016 a minimum of \$266,472 will need to be allocated for sidewalk and trail improvements.

AVEDIS FOUNDATION GRANT AGREEMENT

On behalf of ____City of Shawnee, Oklahoma____, I ____Wes Mainord____, the authorized agent and legal representative of the City of Shawnee, Oklahoma, do hereby accept the grant from Avedis Foundation in the amount of \$641,742.00 for the Walking Trails Project and agree to comply with the following terms and conditions:

- (1) The grant will be used by Grantee solely for the purpose of the approved grant request. Any request for substantive changes in the use of the grant monies must be submitted to Avedis Foundation and approved in writing prior to any such use.
- (2) Any monies not used for the stated purposes of the grant will be returned promptly to Avedis Foundation.
- (3) The funds will be used in a timely manner as outlined in the grant application. Any portion of the grant unexpended by Grantee shall be returned to Avedis Foundation.
- (4) Spending and progress reports will be required on the funded projects. The Grantee hereby agrees to respond promptly to requests from Avedis Foundation for reports detailing the use of the granted funds. Further, Avedis Foundation representatives shall have reasonable access during business hours to files, records, accounts and personnel that are associated with this grant, for the purpose of conducting financial reviews, verifications or program evaluations as may be deemed necessary by Avedis Foundation.
- (5) Additional requirements:
 - a. Grantee will obtain a minimum of 2 bids on each project.
 - b. Grantee will obtain prior approval from Avedis Foundation for any proposed publicity concerning the grant.

I further certify that the city's status with the Internal Revenue Service, as reflected in our grant application, remains in full force and effect and that we are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code. Grantee shall immediately give written notice to the Avedis Foundation if, prior to receipt of all or any portion of the grant, said organization ceases to be exempt from federal income taxes under the provisions of the Internal Revenue Code or becomes a private foundation under Section 509(a) of the Code.

I understand that any grant dollars received can affect the IRS public support test as calculated on Schedule A, Part IV-A of Form 990, and that failure of the public support test may cause a publically supported charity to be reclassified as a Private Foundation by the IRS.

Avedis Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in Avedis Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully

complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of Avedis Foundation; or (3) to comply with any law or regulation applicable to the Grantee, to Avedis Foundation, or the grant.

Organization's Name: ____ City of Shawnee, Oklahoma _____

Signature: _____
Name (printed) _____
Title: _____
Date: _____

The foregoing instrument was acknowledged before me, this _____ day of _____,
201____, by _____ . My commission expires: _____ .

Signature of Notary: _____

Regular Board of Commissioners

10.

Meeting Date: 06/02/2014

Final Plat amended Shawnee Mall Subdivision

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider acceptance of a public dedication and a performance bond associated with the Final Plat of Lot 2, Block 1 of the Amended Plat of Shawnee Mall Subdivision, Section 2, authorizing obtainment of signatures and recording of the final plat.

Attachments

Final Plat of amended Subdivison Shawnee Mall



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

MEMORANDUM

AGENDA: June 2, 2014

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director

RE: Final Plat: Lot 2, Block 1 AP Shawnee Mall Subdivision, Section 2
"Panda Express Plat"

Staff recommends acceptance of public easements and dedications associated with the Final Plat of Lot 2, Block 1 of the Amended Plat of Shawnee Mall Subdivision, authorizing the recording of the final plat and obtainment of signatures. Approval of this request will facilitate the construction of a restaurant facility at the subject site.

Staff further recommends acceptance of a performance bond (attached) in lieu of completion of the required public improvement (sewer line). Such acceptance is allowed pursuant to Section 70.3 of the Shawnee Subdivision Ordinance.

One lot is proposed and the plat was approved on May 19, 2014 (Case #S05-14) by the Commission. A copy of the plat is attached.

Attachments

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Restaurant Specialties, Inc.
999 Polaris Parkway, Suite 111
Columbus, OH 43240

SURETY (Name and Principal Place of Business):

Western Surety Company
333 S. Wabash Ave., 41st Floor
Chicago, IL 60604

OWNER (Name and Address):

City of Shawnee
16 W. 9th Street
Shawnee, OK 74801

CONSTRUCTION CONTRACT

Date: 5/28/14

Amount: \$119,113.30

Description (Name and Location): installation of an 8" sanitary sewer line from Panda Express to the city main East of Wilson St.

BOND

Date (Not earlier than Construction Contract Date): 5/28/14

Amount: \$119,113.30

Modifications to this Bond:

[X] None

[] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Restaurant Specialties

Signature: [Handwritten Signature]

Name and Title: Gregory S Hunt V. Pres.

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

Western Surety Company

Signature: [Handwritten Signature]

Name and Title: Brian F. Haughn, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: Haughn & Associates, Inc
6050 Tain Drive
Dublin, OH 43017
614-789-6800

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Restaurant Specialties, Inc.
999 Polaris Parkway, Suite 111
Columbus, OH 43240

SURETY (Name and Principal Place of Business):

Western Surety Company
333 S. Wabash Ave., 41st Floor
Chicago, IL 60604

OWNER (Name and Address):

City of Shawnee
16 W. 9th Street
Shawnee, OK 74801

CONSTRUCTION CONTRACT

Date: 5/28/14

Amount: \$119,113.30

Description (Name and Location): installation of an 8" sanitary sewer line from Panda Express to the city main East of Wilson St.

BOND

Date (Not earlier than Construction Contract Date): 5/28/14

Amount: \$119,113.30

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Restaurant Specialties

Signature: [Handwritten Signature]
Name and Title: Gregory S. Hunt, V. Pres.

(Any additional signatures appear on page 6)

SURETY

Company: (Corporate Seal)

Western Surety Company

Signature: [Handwritten Signature]
Name and Title: Brian F. Haughn, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Haughn & Associates, Inc.
6050 Tain Drive
Dublin, OH 43017
614-789-6800

or other party):

OWNER'S REPRESENTATIVE (Architect, Engineer

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael W Haughn, Barry C Fonarow, Brian F Haughn, Chad M Dougherty, Thomas A Gillies Jr, Patricia J Sheets, Individually

of Dublin, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of April, 2014.



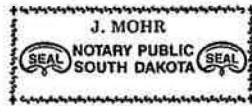
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of April, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of May, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2012

ASSETS

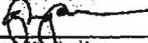
Bonds	\$ 1,544,217,378
Stocks	23,405,721
Cash and short-term investments	83,332,658
Uncollected premiums and agents' balances	37,034,747
Amounts recoverable from reinsurers	163,180
Net deferred tax assets	23,141,708
Electronic data processing equipment and software	47,102
Investment income due and accrued	18,997,674
Other assets	<u>5,203,942</u>
Total Assets	\$ <u>1,732,544,110</u>

LIABILITIES AND SURPLUS

Losses	\$ 310,752,443
Loss adjustment expense	79,546,495
Contingent and other commissions payable	6,404,001
Other expense	1,046,332
Taxes, licenses and fees	1,652,483
Unearned premiums	249,533,793
Other liabilities	<u>31,210,018</u>
Total Liabilities	680,145,567
 Surplus Account:	
Capital paid up	4,000,000
Gross paid in and contributed surplus	280,071,836
Unassigned funds	<u>768,326,707</u>
Surplus as regards policyholders	<u>\$ 1,052,398,543</u>
Total Liabilities and Capital	\$ <u>1,732,544,110</u>

I, OJ B. Magara, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2012, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By 
Assistant Vice President

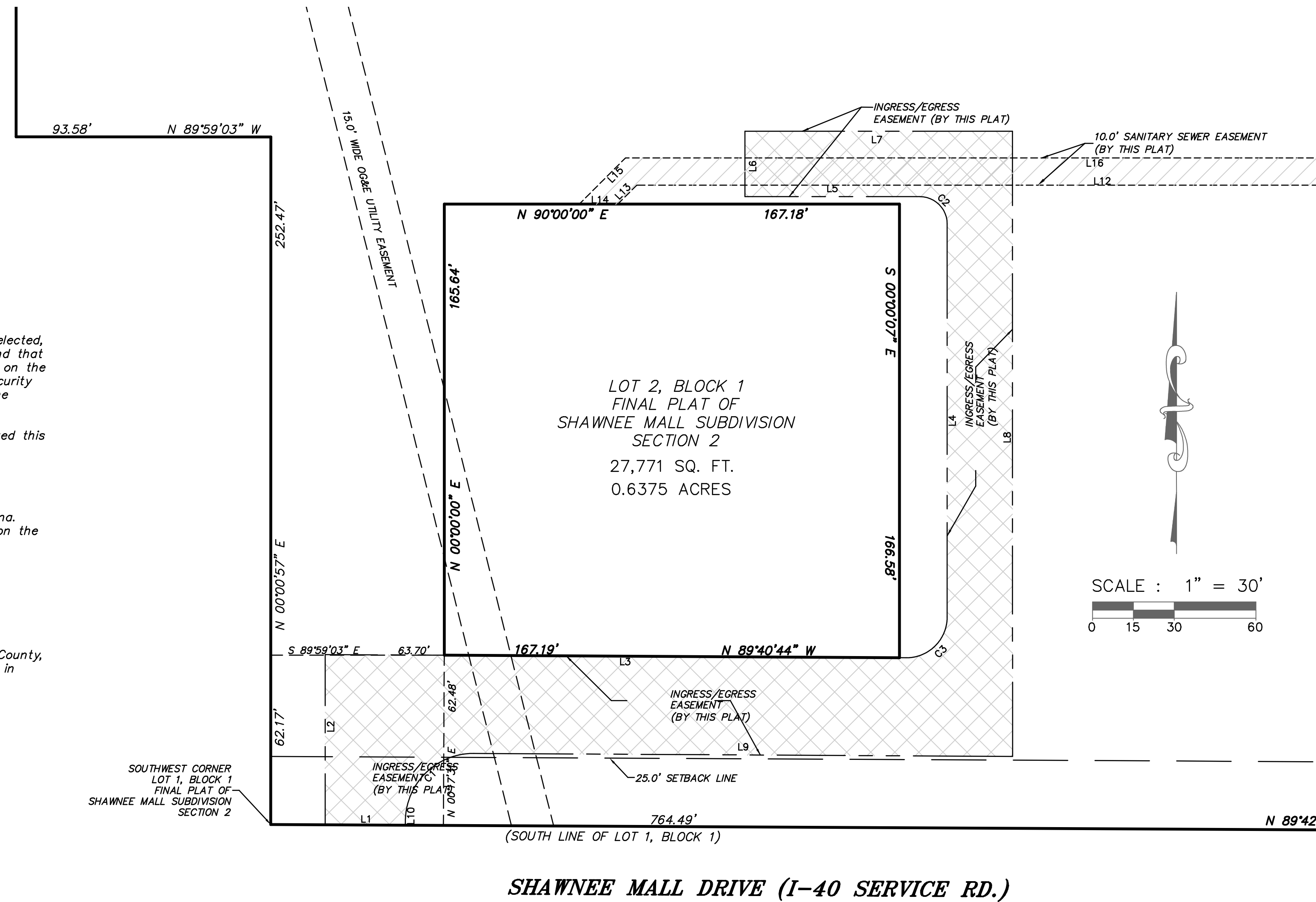
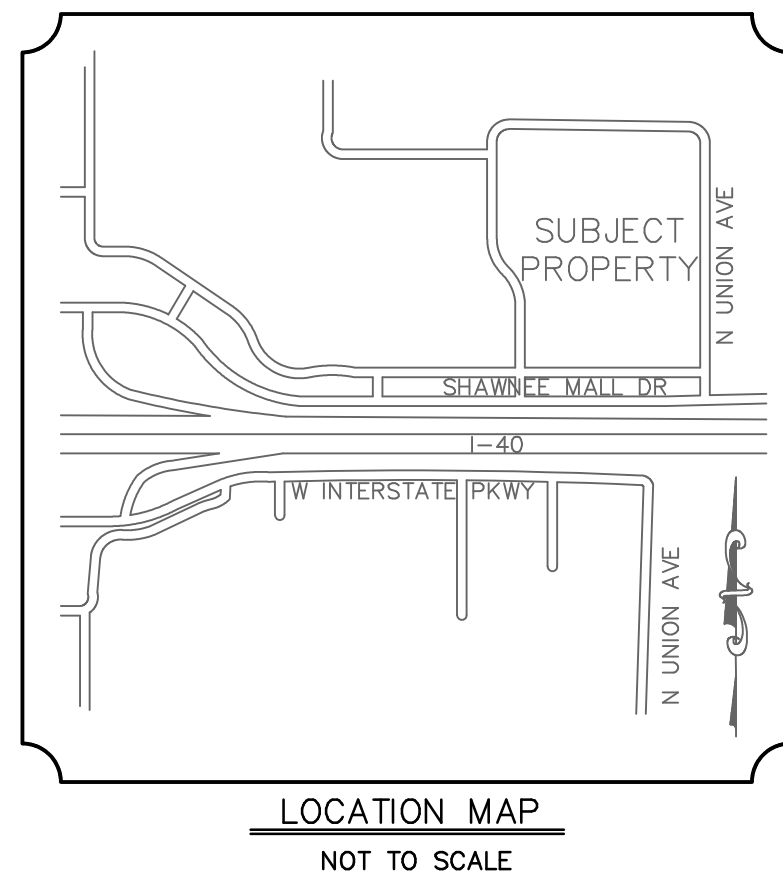
Subscribed and sworn to me this 25th day of March, 2013.

My commission expires:


Notary Public



LOT 2, BLOCK 1
OF THE AMENDED PLAT OF THE FINAL PLAT OF SHAWNEE MALL SUBDIVISION, SECTION 2
A REPLAT OF LOT 1, BLOCK 1 OF SHAWNEE MALL SUBDIVISION, SECTION 2
BEING A PART OF THE NORTH 1/2, SECTION 31, T11N-R4E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA



SHAWNEE MALL DRIVE (I-40 SERVICE RD.)

Oklahoma County Clerk
 COUNTY TREASURER'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Pottawatomie County, State of Oklahoma, and that the tax records of said County show all taxes are paid for the year and prior years, on the land shown on the annexed plat of shown hereon and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed this _____ day of _____, 2014.

COUNTY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the County Planning Commission for the County of Oklahoma, State of Oklahoma, hereby certify that the said Commission duly approved this plat on the _____ day of _____, 2014.

Pottawatomie County Planning Commission

COUNTY COMMISSIONER'S APPROVAL

I, _____, Chairman of the Board of County Commissioners of Oklahoma County, Oklahoma, hereby certify that the said County Commissioners duly approved this plat in Pottawatomie County, Oklahoma, on the _____ day of _____, 2014.

Chairman of the Board of Pottawatomie County Commissioners

SURVEYOR'S CERTIFICATE

I, Bradley G. Wells, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Oklahoma and that this plat represents a survey made under my supervision on the 20th day of October, 2013 and that the corner monuments actually existed as noted on that date.

Bradley G. Wells R.P.L.S. #1575 Date Signed _____

SURVEYOR'S NOTARY

State of Oklahoma)
) SS
 County of Oklahoma)
 Before me the undersigned, a Notary Public in and for County and State on the day of _____, 2013,

personally appeared xxxxxxx, to me known to be the identical person who signed the name of the maker to this instrument and acknowledged me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth. Given under my hand and seal the day and year above mentioned.

My Commission #: _____ My Commission Expires: _____

Notary Public _____

BONDED ABTRACTOR'S CERTIFICATE KNOW ALL MEN BY THESE PRESENTS:

The undersigned a duly qualified and lawfully bonded abstractor of titles in and for Pottawatomie County and the State of Oklahoma, hereby certify that the records of said County show that the title to the land shown on this plat is vested in (NAME), NAME, and that on the _____ day of _____, 2013, there are no actions pending or judgements of any nature in land or the owners thereof, that the taxes are paid for the year _____, and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens or other encumbrances of any kind against the land included in this plat except easements, mortgages, and mineral conveyances of record. In witness whereof the undersigned has caused this instrument to be executed this _____ day of _____, 2013.

BY: _____

ABSTRACTOR'S NOTARY

State of Oklahoma)
) SS
 County of Pottawatomie)
 Before me the undersigned, a Notary Public in and for County and State on the day of _____, 2013,

personally appeared xxxxxxx, to me known to be the identical person who signed the name of the maker to this instrument and acknowledged me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth. Given under my hand and seal the day and year above mentioned.

My Commission #: _____ My Commission Expires: _____

Notary Public _____

LINE	BEARING	DISTANCE
L1	N 89°42'29" W	29.45'
L2	S 00°00'57" W	62.50'
L3	N 89°40'44" W	213.51'
L4	S 00°00'07" E	144.34'
L5	N 90°00'00" E	64.28'
L6	S 00°00'00" E	24.00'
L7	N 90°00'00" W	98.28'
L8	N 00°00'07" W	229.56'
L9	S 89°40'44" E	197.83'
L10	S 00°00'57" W	0.76'
L11	N 00°01'05" E	10.00'
L12	N 90°00'00" E	641.01'
L13	N 45°00'00" E	9.86'
L14	N 90°00'00" E	14.14'
L15	S 45°00'00" W	24.00'
L16	N 90°00'00" W	645.15'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.00'	25.00'	91°40'24"	S 44°29'04" W	35.87'
C2	15.71'	10.00'	89°59'53"	N 45°00'04" W	14.14'
C3	23.65'	15.00'	90°19'23"	N 45°09'34" E	21.27'

OWNER'S CERTIFICATE AND DEDICATION KNOW ALL MEN BY THESE PRESENTS:

That we, _____, the undersigned, Wal-Mart Stores East, L.P., a Delaware limited partnership, Wal-Mart Realty Company, an Arkansas corporation, and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of Lot 2, Block 1, Amended Plat of Shawnee Mall Subdivision Section 2, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements, as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of Shawnee Mall Subdivision Section 2 and more particularly described as follows:

A tract of land lying in the North Half (N 1/2) of Section Thirty-one (31), Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, and being described as follows: Commencing at the Southwest Corner (SW/C) of Lot 1, Block 1, Final Plat of Shawnee Mall Subdivision, Section 2; Thence North 00°00'57" East, along the West line of said Lot 1, a distance of 62.17 feet; Thence leaving said West line, South 89°59'03" East, a distance of 63.70 feet to the Point of Beginning; Thence North 00°00'00" East, a distance of 165.64 feet; Thence North 90°00'00" East, a distance of 167.18 feet; Thence South 00°00'07" East, a distance of 166.58 feet; Thence North 89°40'44" West, a distance of 167.19 feet to the Point of Beginning. Containing an area of 27,771 square feet or 0.6375 acres, more or less.

Wal-Mart Stores East, L.P., a Delaware limited partnership, Wal-Mart Realty Company, an Arkansas corporation, and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, dedicate all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors, and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstractor's Certificate.

OWNER(S) NOTARY _____ OWNER(S) _____ DATE _____
 State of _____)
) SS

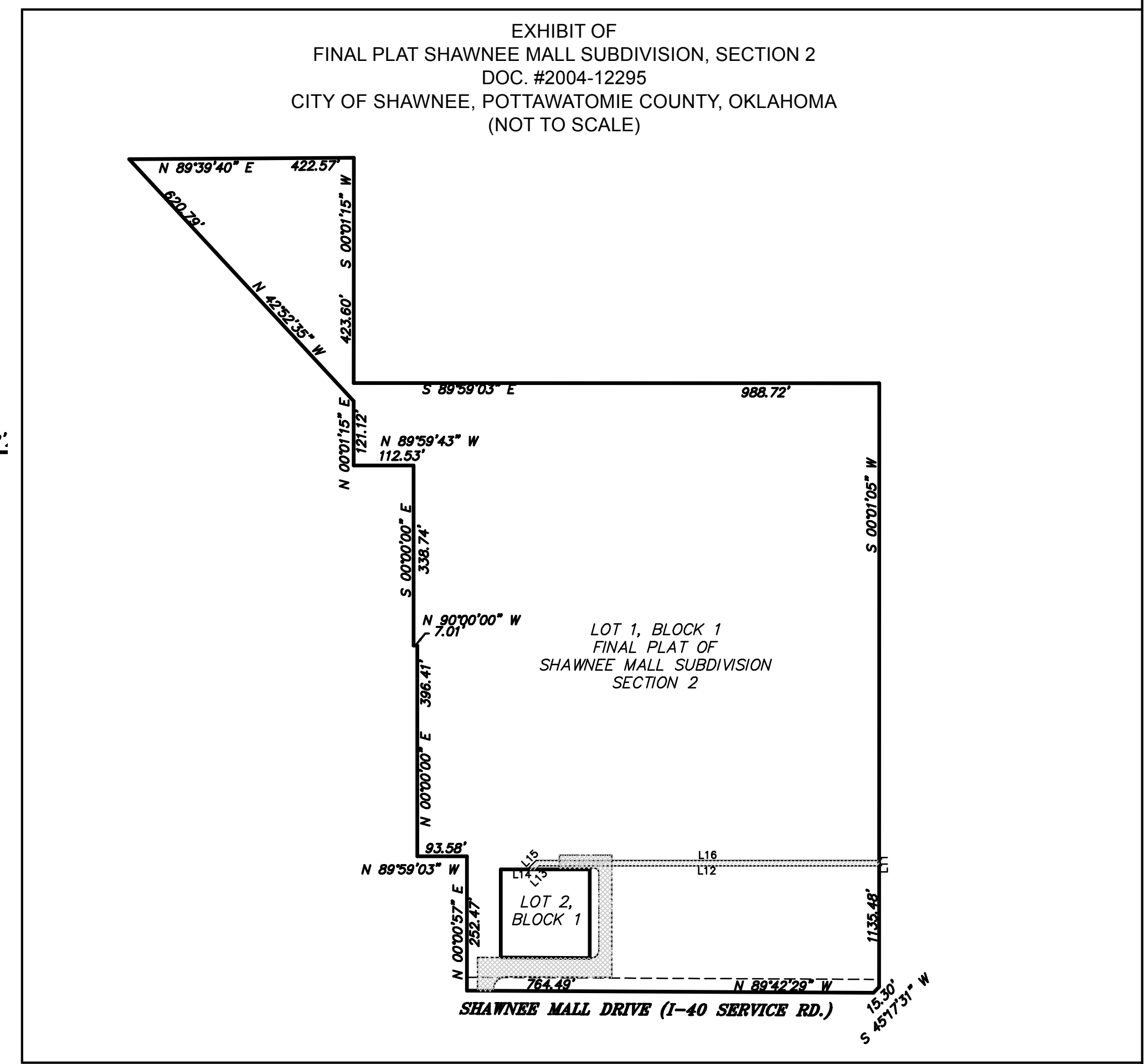
County of _____)
 Before me the undersigned, a Notary Public in and for County and State on the day of _____, 2013,

personally appeared _____, to me known to be the identical person who signed the name of the maker to this instrument and acknowledged me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth. Given under my hand and seal the day and year above mentioned.

My Commission #: _____ My Commission Expires: _____

Notary Public _____

EXHIBIT OF
 FINAL PLAT SHAWNEE MALL SUBDIVISION, SECTION 2
 DOC. #2004-12295
 CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA
 (NOT TO SCALE)



Prepared By:
 Red Plains Surveying Company
 1917 S. Harvard Avenue, Oklahoma City, OK 73128
 Phone: 405-603-7842 / Fax: 405-603-7852
 Email: Comments@rpsurveying.com
 Certificate of Authorization No. 3948-Expires 6/30/2015

Regular Board of Commissioners

11.

Meeting Date: 06/02/2014

CDGB 1 yr Action Plan

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on approval of the CDBG FY2014-15 One (1) Year Action Plan for fiscal year beginning July 1, 2014 through June 30, 2015.

Attachments

CDBG 1 Year Action Plan

Executive Summary

§91.220

The City anticipates receiving **\$289,180** CDBG funds, with a projected **\$50,000** in program income, for FY 2014-2015 for an overall projected budget of **\$339,180** (with program income). This is the City's 5th year Action Plan of a 5-year Strategic Plan that identifies activities we will undertake in FY 2014 – FY 2015 to address priority needs in the community. The Plan describes the resources available, the programs and projects to be funded and the proposed accomplishments for FY 2014 – FY 2015.

Programs and activities described in this plan are intended to primarily benefit low-income and moderate-income residents of the City of Shawnee, neighborhoods with high concentrations of low-income and moderate-income residents, and the city as a whole.

The proposed activities include general administration, housing program activities, public improvements and public and human service programs. The Action Plan outlines other housing and community development actions to be taken in accordance with the Strategic Plan. These include removal of barriers to affordable housing development, the reduction of lead-based paint hazards, and addressing of underserved needs.

Summary of Objectives:

The objective for 2014-2015 is to provide safe, decent, affordable housing for low and moderate-income families. The 2014-2015 program is designed to rehabilitate owner-occupied structures to meet housing quality standards, conduct home repair projects for system replacements, provide emergency assistance and demolishing blighted structures.

Summary of Outcomes:

Outcomes for the 2014-2015 program year will include the completion of fifteen (15) projects. It is projected to perform three (3) home repairs and twelve (12) emergency assistance projects this fiscal year.

Evaluation of Past Performance

During FY 2013-2014, the City assisted seventeen (17) low to moderate-income families. The following projects were performed:

- Seven (7) emergency assistance projects
- Three (3) home repair projects
- Two (2) owner-occupied rehabilitation projects
- Five (5) SURA projects rehabilitated and placed back out to sell to low to moderate FTHB persons.

CITIZEN PARTICIPATION

The City of Shawnee's Citizen Participation Plan (CPP) details a process by which citizens and local governments are involved in the development of the Consolidated Plan and subsequent Annual Action Plans. **A copy of the updated adopted CPP is included.**

Shawnee's citizen participation process is designed to encourage citizens, interested parties and public and private agencies opportunity for reasonable and timely access to information and records relating to the Action Plan. An Agenda and Notice and the Notice of Public Hearing was published in the legal section of the local newspaper on April 18th and April 20th, 2014 that the hearing was to be held for citizen's review and comment on April 28, 2014 at City Hall located in the City Commissioner Chambers at 10:00 a.m. ****NOTE: the news-star failed to get the notice of public hearing in the April 13th run date. They are making amends by running on Friday and Sunday in the legal section of the paper.****

The City provides written response to every written or verbal complaint within 15 working days, where practical. No comments written or verbal were received from any citizens of Shawnee.

Participation of all citizens of Shawnee is encouraged. Special attention is provided to minorities, non-English speaking persons with mobility and visual and hearing impairments. Upon request the City provides accommodations for citizens with special needs who wish to attend public meetings. In addition to provisions to accommodate citizens with special needs, the City posts virtually all notices in areas of low income and minority concentrations (places likely to be visited by low income families, minorities and people with special needs).

The City reserves the right to make non-substantive changes to the Action Plan without opening the Plan for public comment. Changes to the Plan which will require a public comment period include a change which adds or deletes a priority, proposal of an activity that is not consistent with an existing strategy, or deletion of an activity that was previously included.

A **“DRAFT”** for the FY 2014-2015 5th Annual Action Plan was made available to the public at the Shawnee Urban Renewal Authority Office, 23 E. 9th, Room 319, Shawnee, OK, and at the Public Hearing. The Public Hearing requested the views of Citizens, Public Agencies and other interested parties. A public hearing was held on Monday, April 28, 2014. An Agenda and Notice and the Notice of Public Hearing was published in the legal section of the local newspaper on April 18th and April 20th, 2014 that the hearing was to be held for citizen’s review and comment on April 28, 2014 at City Hall located in the City Commissioner Chambers at 10:00 a.m. requesting any comments or views to be taken into consideration for inclusion in the 5th Year Action Plan to the Five Year Consolidated Plan FY 2010-2014. Several agencies were contacted by mail on February 21, 2014 for their input in the Action Plan, with follow up telephone calls for current/projected information. An extended invitation to the Public Hearing April 28th, 2014 was also given to the agencies.

Consideration of the views of citizens, public agencies and other interested parties were solicited. No written or verbal comments were received.

The **“FINAL”** FY 2014-2015 5th Annual Action Plan was approved by the Shawnee City Commissions regularly scheduled meeting of May 19, 2014 and submitted to the Housing and Urban Development Local Field Office on May 20, 2014.

Regular Board of Commissioners

12.

Meeting Date: 06/02/2014

Budget Presentation and Public Hearing

Submitted By: Donna Mayo, Administration

Department: Administration

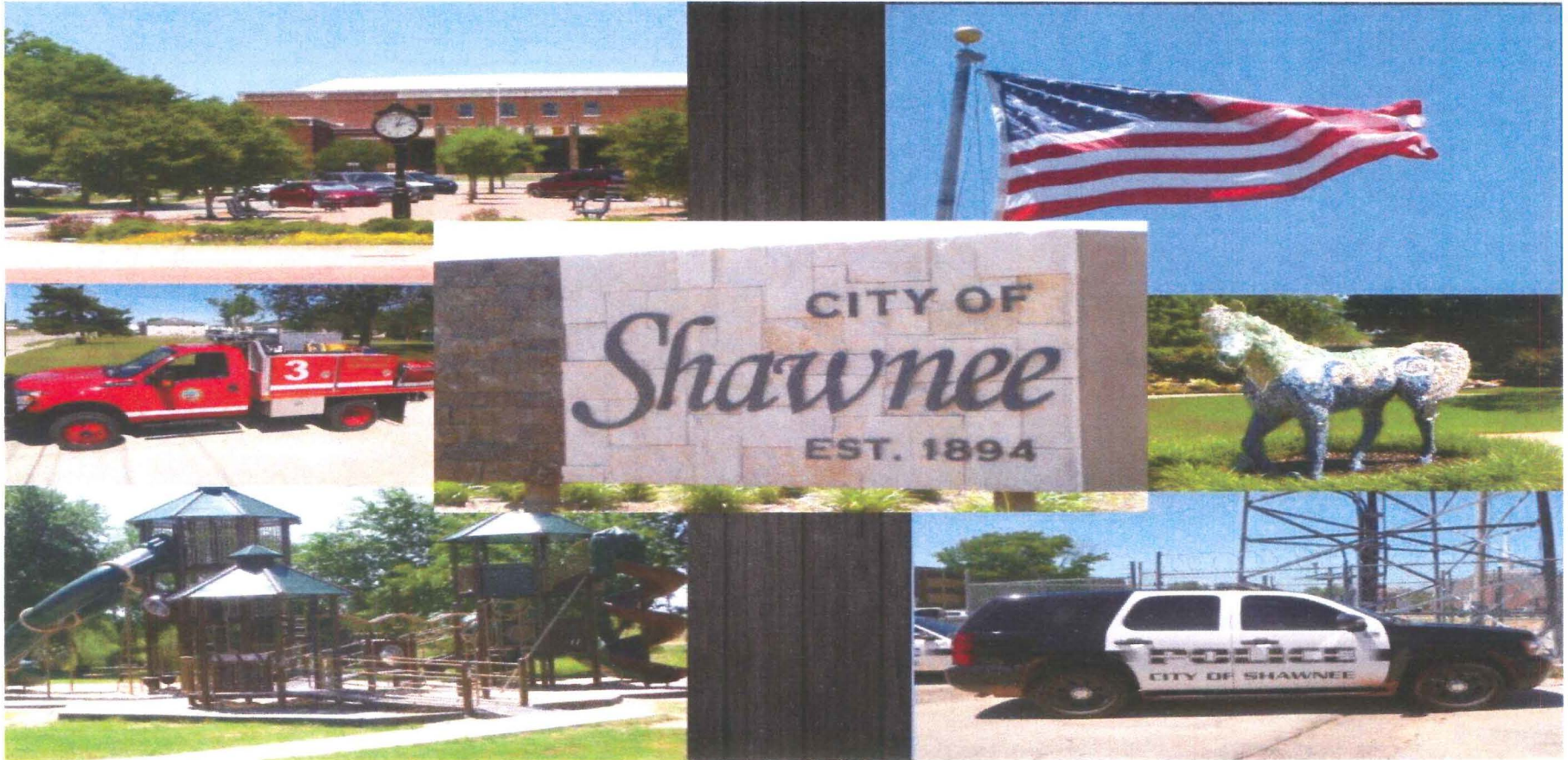
Information

Title of Item for Agenda

Public hearing and presentation of budget for Fiscal Year 2014-2015.

Attachments

Draft Budget



CITY OF SHAWNEE, OKLAHOMA
DRAFT BUDGET 2014-2015

06/02/2014

Budget 2014-2015

Assumptions:

This budget has \$200K unencumbered money

There is no fund balance used this year to balance the general fund

Merit for all employees 2.5%

COLA 1.5% for all employees

Workman's Comp \$650,000 (we are keeping it the same this year- we anticipate claims being down but we do have some large settlements that are anticipated next budget year)

Retirement for DB plan is up to 18.12%

State on Behalf of State- you will see this in fire and police-we have to make an entry on revenue for a million and allocate to police and fire- just booking keeping item that is required

Revenues:

Sales Tax- Estimate of 3% increase

COPS Grant- this is the last year and we have \$123K left to help fund the 2 police officers this year

SAFR- for this year \$338K is being used to fund 3 firefighters- These firefighters are offsetting OT expenses

SMA still owes approx \$625K to the General Fund so we are taking another \$250K this fiscal year

Administration fees from SMA are remaining the same \$1,100,000

Expenses:

City Manager:

The City manager's office will take on the branding campaign

001-5-0110-5330- Comm Service Contracts- removed COTS because contract review committee recommends not funding

Shaughnessy Group \$25k

SEFF \$18k

001-5-0110-5339-other contractual services-

Fireworks \$22K

Branding \$30K

001-5-0110-5347 Membership and Dues

OML \$30K

ICMA -\$1800

Chamber \$3600

Area agency for Aging and Economic Development (COEDD)

\$10,000

Dues for Mayor- \$350 (US Conference of Mayors)

Oklahoma mid size initiative - \$12K

City Attorney

Increase legal to the 2013-2014 level

Accounting

001-5-0210-5339 Other Contractual Services \$42K

Crawford & Associates to help write CAFR and get prepared for the auditors- Oklahoma law requires that someone else besides the auditors do financials and CAFR the work papers and do the CAFR

001-5-210-5351 Software Support Contracts \$34K Incode support for all modules that we use

Information Technology

5-0230-5351 \$31,680- support contracts and seats for Microsoft

Municipal Court

5-0320-5360 Bank Charges- \$16K for credit card fees we have to pay when someone uses credit cards

City Clerk

5-0330-5339- Other Contractual Services- \$28K is for codification

Human Resources

001-5-0410-5317- Medical Services- this is for pre-employment physicals

001-5-0410-5339 – Other contractual services – this is for GASB 45, EAP program and COBRA services

Community Development

001-5-0510-5339- Other contractual services- this is for demolition – we do about 35 per year the rest is for mowing etc

Police Administration

001-5-0610-5103- Part Time salaries- last year he was a contract employee and in CID. For IRS standards he had to become an employee- he does the fingerprinting

Police Patrol

001-5-0620-5150 Other benefits- this has increased over the years due to more officers choosing the phone allowance verses city phones

001-5-0620-5205-Uniforms and Clothing- this increased due to needing uniforms for swat team. Replacement for color guard and K9 units

001-5-0620-5351-Software Support – was used to be in purchases but needs to be moved to this line item

CID

001-5-0630-5351 Software support-clear, celibrite, preblan software programs that CID uses

Animal Control

001-5-0640-5205 Uniforms and Clothing- increase to get new uniforms

001-5-0640-5215 Chemicals- increase to clean with a special solution to prevent Parvo and for lethal injection

Additional Money was added to this cost center for Euthanasia Lethal Injection equipment

Dispatch

001-5-0660-5340 Training- increased due to all the new dispatchers and they need EMD/EPD/EFD training

Unzer

Cost center is 100% funded by the DA office

Fire Prevention

Nothing out of the ordinary

Fire Suppression

001-5-0720-5102- Overtime there is a mandatory \$398K of overtime because of shift work

001-5-0720-5114- Fire pension- we contribute 14% and employee 9%

001-5-0720-5339 Other Contractual Service 8K for geosafe ipad program and for turn out gear-we send them every year to be inspected and we now have additional firefighters

Fire Training

Nothing unusual

Emergency Management

001-5-0740-5325- Telephone- Increased by \$30K for a t-1 line for new tower

001-5-0740-5360-Mass Communication- this is Blackboard connect

Engineering

001-5-0810-5302-Repair and Maint- there is some minor things that they would like to do to building like move a/c unit off floor

Streets

Nothing Unusual

Traffic

Nothing Unusual

Cemetery

Nothing Unusual

Parks

001-5-0940-53369 -Other Contractual Services – South Central for cleaning restrooms and CEO (Parole Crew) for additional workers \$175K but general will pay \$100K or \$125K depending if the expo will contribute- SMA is going to contribute 50K

Building Maintenance

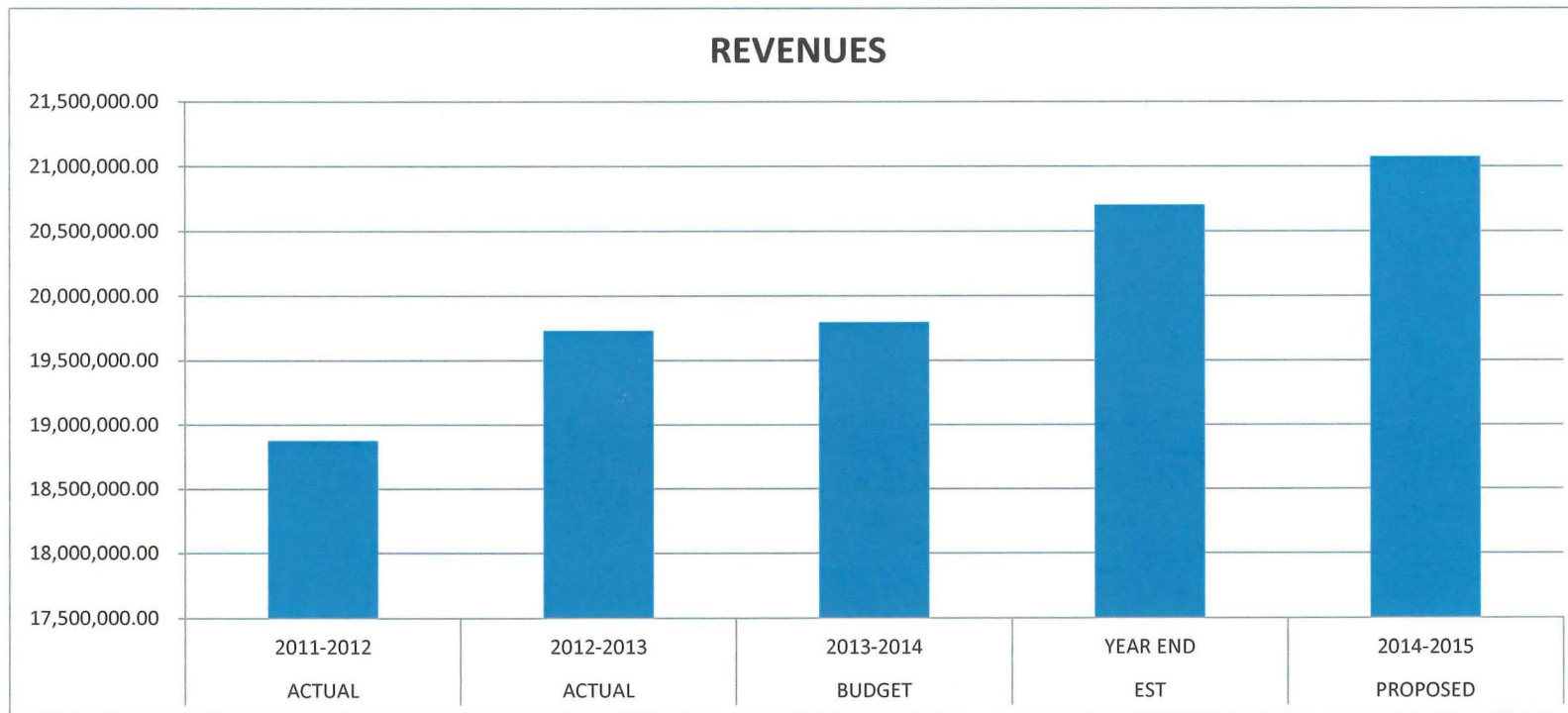
5-4020-5339 Other Contractual Services- Pest control and Elevator Maintenance

Equipment Services

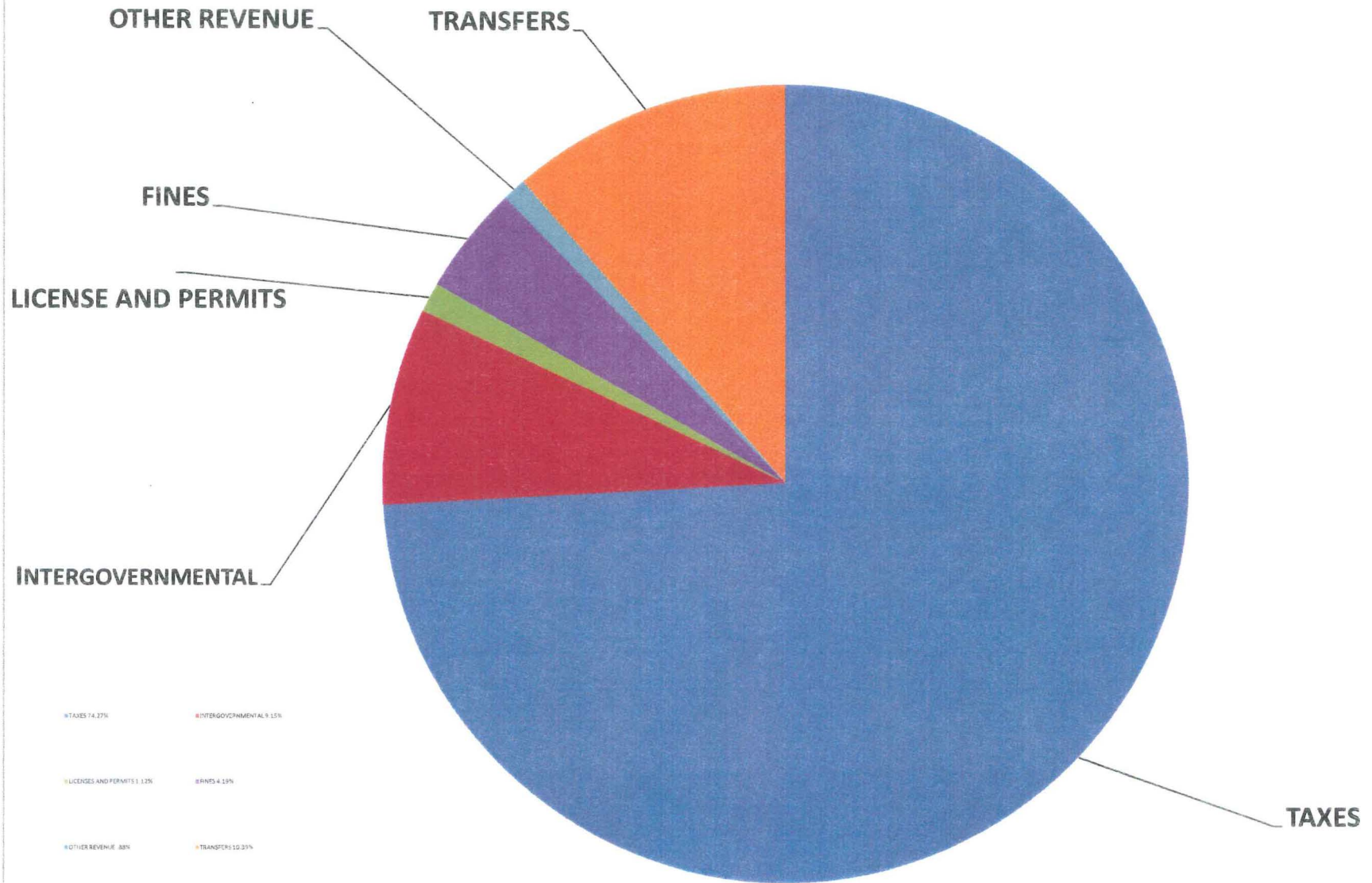
Nothing Unusual

**REVENUES
GENERAL FUND**

	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	EST YEAR END	PROPOSED 2014-2015
TAXES	13,977,492.00	14,344,752.00	14,673,292.52	15,187,619.77	15,653,000.00
INTERGOVERNMENTAL	1,614,632.00	1,882,574.00	1,587,633.58	2,097,066.25	1,927,670.00
LICENSES AND PERMITS	187,033.00	172,241.00	238,500.00	228,800.00	236,000.00
FINES & FOREFIETES	722,336.00	806,173.00	870,500.00	831,300.00	884,000.00
OTHER REVENUE	213,349.00	344,364.00	192,400.00	195,985.00	184,850.00
TRANSFERS	2,161,745.00	2,181,724.00	2,233,738.09	2,161,639.09	2,189,586.00
TOTAL REVENUES	18,876,587.00	19,731,828.00	19,796,064.20	20,702,410.11	21,075,106.00



REVENUES



GENERAL FUND

Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
001 4001	SALES TAX	10,743,301.00	11,003,064.00	11,344,406.00	11,300,000.00	11,700,000.00	12,131,000.00
001 4002	USE TAX	954,397.00	909,570.00	997,336.00	1,000,000.00	1,180,000.00	1,200,000.00
001 4003	ALCOHOLIC BEVERAGE TAX	104,401.00	103,692.00	111,929.00	120,000.00	127,019.77	130,000.00
001 4006	CIGARETTE TAX	233,509.00	238,452.00	215,397.00	250,000.00	190,000.00	200,000.00
001 4013	ONG FRANCHISE TAX	250,416.00	225,048.00	246,746.00	275,000.00	270,000.00	275,000.00
001 4014	OG&E FRANCHISE TAX	1,045,293.00	1,172,830.00	1,097,923.00	1,324,292.52	1,330,000.00	1,330,000.00
001 4015	SOUTHWESTERN BELL FRANCH.	81,717.00	73,858.00	40,212.00	75,000.00	50,000.00	50,000.00
001 4016	ALLEGIANCE COMM FRANCHISE	110,445.00	90,102.00	106,538.00	112,000.00	110,000.00	110,000.00
001 4017	OCCUPATIONAL TAX	12,550.00	17,100.00	12,600.00	17,000.00	15,600.00	17,000.00
001 4018	CVEC FRANCHISE	112,741.00	115,118.00	109,997.00	150,000.00	155,000.00	150,000.00
001 4049	NUISANCE / OTHER TAXES	28,558.00	28,658.00	61,668.00	50,000.00	60,000.00	60,000.00
	TOTAL TAXES	13,677,328.00	13,977,492.00	14,344,752.00	14,673,292.52	15,187,619.77	15,653,000.00
001 4101	FEDERAL GRANT REVENUE	326,532.00	151,235.00	294,824.00	100,000.00	275,000.00	150,000.00
001 4102	STATE GRANT REVENUE	7,714.00	83,279.00	20,072.00	-	75,000.00	-
001 4103	CIVIL DEFENSE GRANT REV.	11,209.00	-	-	-	-	-
001 4104	INTERLOCAL AGREE. REV.	-	-	-	-	-	-
001 4106	INCARCERATION COSTS	70,724.00	61,525.00	77,127.00	75,000.00	80,000.00	80,000.00
001 4111	SHAWNEE HOUSING AUTH./ IA	65,590.00	34,848.00	49,999.00	49,000.00	50,000.00	50,000.00
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	3,991.00	3,602.00	3,297.00	4,000.00	4,000.00	4,000.00
001 4155	UNZER GRANT	-	89,780.00	94,983.00	95,018.58	95,000.00	95,000.00
001 4105	COPS GRANT	-	-	-	177,000.00	177,000.00	123,120.00
	SAFR GRANT	-	-	-	-	253,451.25	337,935.00
001 4149	OTHER INTERGOVT. REV.	971,493.00	1,102,748.00	1,254,657.00	1,000,000.00	1,000,000.00	1,000,000.00
	TOTAL INTERGOVERNMENTAL	1,544,868.00	1,614,632.00	1,882,574.00	1,587,633.58	2,097,066.25	1,927,670.00
001 4201	LICENSES-SMA LICENSES	8,276.00	17,800.00	-	-	-	-
001-4202	BUILDING PERMITS	91,208.00	97,935.00	101,077.00	150,000.00	150,000.00	150,000.00
001 4203	PLUMBING PERMITS	14,790.00	15,280.00	19,060.00	23,500.00	19,500.00	20,000.00
001 4204	ELECTRICAL PERMITS	4,105.00	3,135.00	3,090.00	5,000.00	4,000.00	5,000.00
	BUSINESS LICENSES	-	-	-	-	-	-
001 4205	ZONING PERMITS & APPLICATIONS	7,901.00	7,627.00	9,401.00	12,500.00	9,500.00	12,500.00
001 4206	HEATING & A/C PERMITS	13,630.00	15,920.00	13,160.00	15,000.00	14,200.00	15,000.00

GENERAL FUND

Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
001 4209	LAKE PERMITS	38,277.00	-	-	-	-	-
001 4210	REGISTRATIONS	27,975.00	-	-	-	-	-
001 4211	LAKESIDE INSPECTIONS	863.00	-	-	-	-	-
001 4212	PET LICENSES & POUND FEE	10,623.00	7,911.00	7,475.00	10,000.00	8,600.00	10,000.00
001 4215	DEMOLITION PERMITS	-	-	-	-	-	-
001 4216	GARAGE SALE PERMITS	10,660.00	12,230.00	10,308.00	14,000.00	14,000.00	14,000.00
001 4249	OTHER PERMITS	8,165.00	9,195.00	8,670.00	8,500.00	9,000.00	9,500.00
	TOTAL LICENSES AND PERMITS	236,473.00	187,033.00	172,241.00	238,500.00	228,800.00	236,000.00
001 4301	MUNICIPAL COURT FINES	466,731.00	569,372.00	592,128.00	650,000.00	615,000.00	650,000.00
001 4302	MUNICIPAL COURT COSTS	86,619.00	99,586.00	157,890.00	160,000.00	160,000.00	175,000.00
001 4304	JUVENILE ADMIN. COSTS	1,801.00	2,724.00	3,961.00	3,000.00	2,800.00	3,000.00
001 4305	JUVENILE FINES	2,127.00	7,237.00	5,594.00	7,500.00	5,000.00	6,000.00
	INCARCERATION COSTS	32.00	17.00	-	-	-	-
001 4350	VECH IMPOUND FEES	21,400.00	43,400.00	46,600.00	50,000.00	48,500.00	50,000.00
	TOTAL FINES	578,710.00	722,336.00	806,173.00	870,500.00	831,300.00	884,000.00
001 4517	INSUFFICIENT CHECK FEES	346.00	132.00	482.00	500.00	150.00	250.00
001 4550	FIRE PROTECTIONS SERVICES	-	-	5,833.00	-	10,000.00	10,000.00
001 4601	LAKESITE LEASE RENTAL REV	60,181.00	-	33,680.00	-	-	-
001 4604	COEDD BLDG. RENTAL REV.	16,597.00	16,597.00	14,681.00	16,600.00	15,000.00	15,000.00
001 4696	T-MOBILE TOWER RENTAL	9,240.00	10,164.00	10,164.00	10,500.00	10,600.00	11,000.00
001 4699	OTHER RENTAL REVENUE	601.00	8,601.00	4,601.00	4,000.00	4,601.00	4,600.00
001 4701	INTEREST INCOME	14,031.00	10,691.00	4,933.00	5,500.00	5,000.00	5,000.00
001 4702	INTEREST INC. - SALES TAX	13,870.00	10,389.00	10,216.00	12,500.00	12,000.00	1,200.00
001 4703	INTEREST INC. - USE TAX	1,004.00	1,032.00	972.00	1,000.00	1,000.00	1,000.00
001 4803	OIL & GAS ROYALTIES	19,945.00	22,978.00	12,429.00	22,500.00	13,000.00	13,000.00
001 4804	INSURANCE RECOVERY	213,234.00	9,777.00	14,567.00	-	2,800.00	-
001 4806	CEMETERY LOT SALES	7,525.00	8,269.00	11,900.00	14,000.00	12,500.00	14,000.00
001 4807	OTHER CEMETERY REVENUE	17,590.00	24,913.00	28,558.00	25,000.00	28,000.00	25,000.00
001 4808	FIRE RUNS	8,535.00	1,550.00	5,104.00	4,000.00	4,000.00	4,000.00
001 4809	SALE OF SURPLUS PROPERTY	8,464.00	32,163.00	71,305.00	30,000.00	19,709.00	25,000.00
001 4810	PROPERTY RESALE DISTB.	-	-	-	-	-	-
001 4811	MISC. GIFTS AND DONATIONS	258.00	5.00	20.00	-	-	-
001 4812	CASH LONG/SHORT	5.00	108.00	57.00	-	-	-
001-4820	PCDA REVENUE	-	-	4,865.00	-	-	-

GENERAL FUND

Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
001 4822	OTHER MISC. REVENUE	6,351.00	11,152.00	49,815.00	10,000.00	15,000.00	15,000.00
001 4823	MISC REVENUE-FINGER PRINTING	2,200.00	1,520.00	4,234.00	2,000.00	2,900.00	3,000.00
001 4825	REFUNDS & REIMBURSEMENTS	660,489.00	34,308.00	46,331.00	25,000.00	32,000.00	30,000.00
001 4826	COUNTY PRISONER-REIMBURSE	-	-	-	-	-	-
001 4827	PROJECT HEART REVENUE	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
001 4828	PHONE REIMBURSEMENTS	651.00	34.00	265.00	300.00	50.00	100.00
001 4840	PLANNING COPY/MAP FEES	12.00	39.00	300.00	250.00	175.00	200.00
001 4841	ENGINEERING COPY/SPEC. FEES	931.00	2,927.00	3,052.00	2,750.00	1,500.00	1,500.00
001 4860	SAFE ROOM REBATE REVENUE	-	-	-	-	-	-
001 4870	INTERDEPARTMENTAL REVENUE	-	-	-	-	-	-
	TOTAL OTHER REVENUE	1,068,060.00	213,349.00	344,364.00	192,400.00	195,985.00	184,850.00
001 4915	REPAYMENT OF LOAN sma	-	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
	TRANSFER FROM FUND BALANCE				72,099.00		
001 4925	TRANSFER FROM SMA	1,100,000.00	1,125,000.00	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	334,870.00	343,372.00	353,362.00	355,819.55	355,819.55	369,793.00
001 4944	TRANSF FROM FIRE TAX FUND	334,870.00	343,373.00	353,362.00	355,819.55	355,819.55	369,793.00
001 4950	TRANSFER FROM CAPITAL IMPRV				-	-	-
001 4951	TRANSFER FROM STREET IMPV	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
	TOTAL TRANSFERS	1,869,740.00	2,161,745.00	2,181,724.00	2,233,738.09	2,161,639.09	2,189,586.00
	TOTAL REVENUE	18,975,179.00	18,876,587.00	19,731,828.00	19,796,064.20	20,702,410.11	21,075,106.00

SUMMARY-EXPENSES

DEPARTMENT	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
CITY MANAGER	\$ 296,492.02	\$ 427,477.00	\$ 486,471.00	\$ 468,351.28	\$ 470,703.27
CITY ATTORNEY	\$ 199,852.00	\$ 230,669.00	\$ 249,388.68	\$ 335,444.55	\$ 356,519.36
ACCOUNTING	\$ 527,493.00	\$ 508,304.00	\$ 562,113.65	\$ 469,935.51	\$ 506,290.48
INFORMATION SERVICES	\$ 362,306.00	\$ 353,870.00	\$ 395,902.95	\$ 370,095.81	\$ 398,559.53
MUNICIPAL COURT	\$ 523,446.00	\$ 517,389.00	\$ 578,756.19	\$ 533,587.09	\$ 564,405.96
CITY CLERK	\$ 278,466.43	\$ 274,509.00	\$ 323,770.62	\$ 332,115.82	\$ 332,115.82
HUMAN RESOURCES	\$ 330,124.80	\$ 341,882.00	\$ 409,362.95	\$ 353,950.05	\$ 400,634.91
COMMUNITY DEVELOP	\$ 705,941.00	\$ 692,146.00	\$ 794,301.06	\$ 737,163.99	\$ 815,203.78
POLICE ADMINISTRATION	\$ 463,029.00	\$ 494,154.00	\$ 512,788.70	\$ 562,964.95	\$ 562,964.95
POLICE PATROL	\$ 4,335,962.00	\$ 4,729,808.00	\$ 4,676,066.54	\$ 4,884,504.88	\$ 4,923,321.28
CRIMINAL INVESTIGATION	\$ 518,057.00	\$ 595,143.00	\$ 605,475.81	\$ 589,573.18	\$ 598,709.13
ANIMAL CONTROL	\$ 244,847.00	\$ 256,855.00	\$ 248,862.25	\$ 226,661.05	\$ 260,685.12
DISPATCH	\$ 532,712.00	\$ 648,483.00	\$ 670,556.48	\$ 596,619.72	\$ 647,416.01
UNZNER GRANT	\$ -	\$ 50,612.00	\$ 89,350.00	\$ 89,350.00	\$ 91,613.93
FIRE PREVENTIONS	\$ 372,367.00	\$ 622,608.00	\$ 590,904.76	\$ 579,477.83	\$ 626,066.99
FIRE SUPPRESSION	\$ 4,210,794.62	\$ 4,203,717.62	\$ 4,590,912.83	\$ 4,544,643.35	\$ 4,721,607.20
FIRE TRAINING	\$ 153,294.00	\$ 166,141.00	\$ 187,675.61	\$ 187,255.70	\$ 188,922.94
EMERGENCY MANAGEMENT	\$ 265,180.00	\$ 303,121.00	\$ 322,995.95	\$ 297,602.87	\$ 318,958.46
LEPC	\$ 1,772.00	\$ 4,465.72	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00
ENGINEERING	\$ 398,297.00	\$ 419,397.00	\$ 535,483.51	\$ 472,572.90	\$ 553,387.72
STREETS	\$ 701,030.00	\$ 817,354.00	\$ 851,635.02	\$ 831,356.77	\$ 942,098.05
TRAFFIC CONTROL	\$ 255,835.00	\$ 277,879.00	\$ 284,037.91	\$ 255,752.39	\$ 293,719.59
PARKS	\$ 593,174.00	\$ 656,625.00	\$ 703,632.98	\$ 707,954.75	\$ 851,292.38
CEMETERY	\$ 183,265.00	\$ 191,523.00	\$ 197,863.13	\$ 190,448.26	\$ 201,859.76
MUNICIPAL AUDITORIUM	\$ 8,200.00	\$ 8,200.00	\$ 10,000.00	\$ 26,342.00	\$ 10,000.00
COMMUNITY CENTER	\$ 39,329.00	\$ 41,873.00	\$ 45,000.00	\$ 41,350.00	\$ 45,000.00
SENIOR CITIZENS	\$ 75,050.00	\$ 93,774.00	\$ 79,291.00	\$ 94,403.00	\$ 79,291.00
EXPO	\$ 454,674.00	\$ 548,434.00	\$ 502,963.89	\$ 497,429.88	\$ 542,576.23
EQUIPMENT SERVICES	\$ 326,349.00	\$ 370,048.00	\$ 358,762.97	\$ 358,179.28	\$ 382,596.26
BUILDING MAINTENANCE	\$ 61,756.00	\$ 79,229.00	\$ 81,718.44	\$ 77,506.63	\$ 78,064.93
TRANSFERS	\$ 74,000.00	\$ 104,000.00	\$ 124,640.00	\$ 157,000.00	\$ 104,000.00
TRANSFER TO FUND BALANCE			\$ -		\$ 200,970.97
	\$ 17,493,094.87	\$ 19,029,690.34	\$ 20,076,234.87	\$ 19,875,143.49	\$ 21,075,106.00
				\$	21,075,106.00
				\$	(0.00)

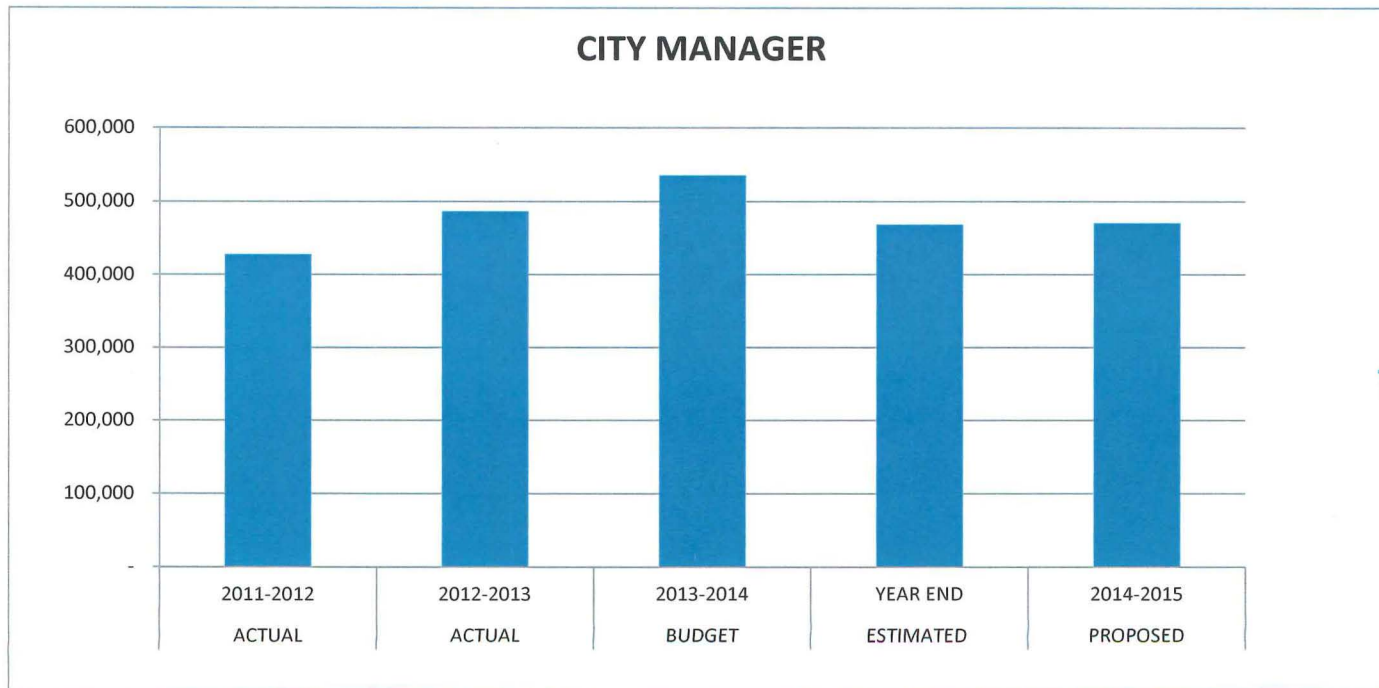
CITY MANAGER

PERSONAL SERVICES	\$	224,053.27
MATERIAL AND SUPPLIES	\$	5,000.00
OTHER SERVICES AND SUPPLIES	\$	241,650.00

TOTAL CITY MANAGER \$ 470,703.27

TOTAL EMPLOYEES 2

% OVER LAST YEARS BUDGET -12.11%



**CITY MANAGER
DEPT 110**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0110-5101	REGULAR SALARIES	146,399	149,261	164,661	165,075	170,201	159,544
	PART-TIME SALARIES	-	-		5,000	-	-
5-0110-5102	OVERTIME	-	-		500	-	-
5-0110-5104	LONGEVITY	1,001	1,004	1,095	250	250	250
5-0110-5105	SKILLS INCENTIVES	-	-		-	-	-
5-0110-5106	EDUCATIONAL INCENTIVES	250	251	250	250	-	-
5-0110-5111	FICA	9,037	9,301	9,810	10,607	10,552	9,907
5-0110-5112	MEDICARE	2,113	2,218	2,396	2,481	2,468	2,317
5-0110-5113	HEALTH INSURANCE	9,700	8,720	10,530	14,159	12,800	15,308
5-0110-5114	LIFE INSURANCE	158	115	134	192	192	192
5-0110-5115	OMRF RETIREMENT	41,727	42,397	45,089	45,247	22,495	25,645
5-0110-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0110-5150	OTHER BENEFITS	6,720	8,520	8,520	9,000	8,640	8,640
5-0110-5155	WORKER'S COMPENSATION	10,184	6,957	5,867	2,242	2,228	2,250
	TOTAL PERSONAL SERVICES	227,289	228,744	248,352	255,002	229,826	224,053
5-0110-5201	OFFICE & COMPUTR SUPPLIES	1,085	1,388	645	2,500	750	1,000
5-0110-5203	FOOD & KITCHEN SUPPLIES	803	903	901	1,200	1,200	1,500
5-0110-5210	FUEL, OIL & LUBRICANTS	-	-	-	-	-	-
5-0110-5215	CHEMICALS	-	-	-	-	-	-
5-0110-5220	TOOLS & MINOR EQUIPMENT	558	51	30	-	-	-
5-0110-5250	OTHER MATERIALS&SUPPLIES	-	706	2,027	2,500	1,000	2,500
5-0110-5266	SNOWFLAKE LIGHTS	-	-	-	-	-	-
	TOTAL MATERIALS AND SUPPLIES	2,446	3,048	3,603	6,200	2,950	5,000
5-0110-5303	REPAIR & MAINT. - EQUIP.	20	-		-	-	-
5-0110-5304	REPAIR & MAINT.-VEHICLES	-	-		-	-	-
5-0110-5311	AUDITING SERVICES		-		-	-	-

**CITY MANAGER
DEPT 110**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0110-5320	NATURAL GAS	850	772	813	800	825	900
5-0110-5321	ELECTRICITY	4,241	5,660	4,678	6,000	4,800	4,900
5-0110-5325	TELEPHONE	4,080	6,039	6,602	6,300	6,600	6,600
5-0110-5328	COPY USAGE EXPENSE	242	328	645	500	600	750
5-0110-5329	POSTAGE & SHIPPING	746	286	265	750	300	500
5-0110-5330	COMMUNITY SERVICE CNTRCTS SAFE EVENTS FOR FAMILIES	79,387	103,417	83,938	105,000	85,000	55,000 12,000
5-0110-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0110-5339	OTHER CONTRACTUAL SERVCS.	-	1,500	24,500	21,500	21,500	52,000
5-0110-5340	TRAINING CONFERENCES	5,537	10,412	9,659	15,500	12,500	15,000
5-0110-5345	TRAVEL / PER DIEM	-	960	2,057	1,000	2,000	2,000
5-0110-5341	OTHER TRAINING	-	-	-	-	-	-
5-0110-5347	MEMBERSHIPS & DUES	41,591	52,482	71,743	95,000	75,000	65,000
5-0110-5349	BOOKS & SUBSCRIPTIONS	172	358	781	1,000	500	1,000
5-0110-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0110-5353	LEGAL ADVERTISING	-	-	3,687	-	-	-
5-0110-5354	PRINTING	343	1,632	319	750	700	750
5-0110-5355	INSURANCE	116	220	12,357	250	250	250
5-0110-5356	LAND & BUILDING RENTAL	-	-	-	-	-	-
5-0110-5357	EQUIPMENT RENTAL	1,514	1,265	860	-	-	-
5-0110-5378	MISC. OTHER SERV. & CHGS.	7,003	10,354	11,612	20,000	25,000	25,000
	TOTAL OTHER SERVICES	145,842	195,685	234,516	274,350	235,575	241,650
	TOTAL CITY MANAGER	375,577	427,477	486,471	535,552	468,351	470,703

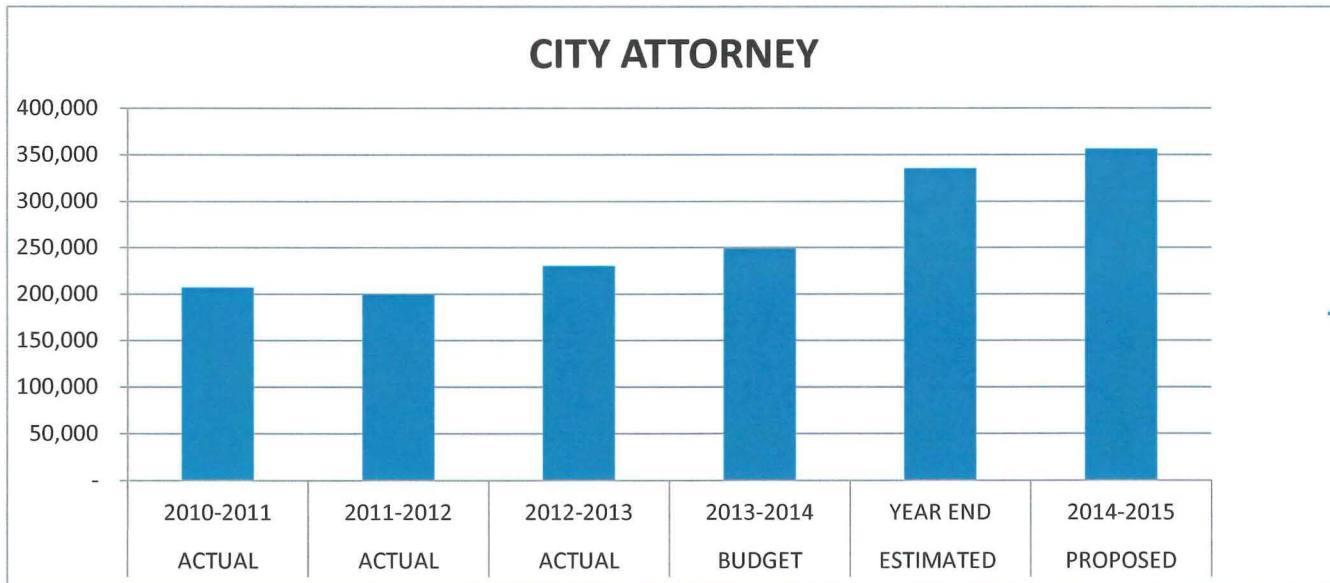
CITY ATTORNEY

PERSONAL SERVICES	\$	206,594.36
MATERIAL AND SUPPLIES	\$	1,500.00
OTHER SERVICES AND SUPPLIES	\$	148,425.00

TOTAL CITY ATTORNEY \$ 356,519.36

TOTAL EMPLOYEES 2

% OVER LAST YEARS BUDGET 42.96%



**CITY ATTORNEY
DEPT 130**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0130-5101	REGULAR SALARIES	21,717	99,987	137,748	139,280	143,124	149,284
5-0130-5102	OVERTIME		-	553	1,000	250	1,000
5-0130-5103	PART TIME SALARIES	31,298	-	-	-	-	-
5-0130-5104	LONGEVITY		-	-	-	-	110
5-0130-5105	SKILLS INCENTIVES		-	-	-	-	-
5-0130-5106	EDUCATIONAL INCENTIVES		-	-	-	-	-
5-0130-5111	FICA	3,127	6,194	8,518	8,697	8,889	9,324
5-0130-5112	MEDICARE	731	1,449	1,992	2,034	2,079	2,181
5-0130-5113	HEALTH INSURANCE	1,166	3,996	7,575	7,007	6,407	8,525
5-0130-5114	LIFE INSURANCE	15	45	94	192	192	192
5-0110-5115	OMRF RETIREMENT	5,802	27,911	36,939	34,485	25,900	31,115
5-0110-5140	TUITION ASSISTANCE	-	50		-	-	-
5-0110-5150	OTHER BENEFITS	-	-	3,720	3,720	3,720	3,720
5-0110-5155	WORKER'S COMPENSATION		2,872	1,231	1,143	1,143	1,143
			-				
	TOTAL PERSONAL SERVICES	63,856	142,504	198,370	197,559	191,705	206,594
5-0130-5201	OFFICE & COMPUTR SUPPLIES	1,147	2,003	2,702	1,000	1,250	1,500
5-0130-5210	FUEL, OIL & LUBRICANTS	-	-	-	-	-	-
5-0130-5220	TOOLS & MINOR EQUIPMENT	-	-	40	-	-	-
5-0130-5250	OTHER MATERIALS&SUPPLIES	-	-	25	-	-	-
	TOTAL MATERIALS AND SUPPLIES	1,147	2,003	2,767	1,000	1,250	1,500
5-0130-5303	REPAIR & MAINT. - EQUIP.	-	-				
5-0130-5304	REPAIR & MAINT.-VEHICLES	-	-				
5-0130-5310	LEGAL SERVICES	134,099	46,112	18,424	135,000	126,900	130,000
5-0130-5320	NATURAL GAS	-	-	-	325	325	350
5-0130-5321	ELECTRICITY	-	-	-	880	770	900

**CITY ATTORNEY
DEPT 130**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0130-5325	TELEPHONE	-	896	1,041	1,000	1,100	1,100
5-0130-5328	COPY USAGE EXPENSE	4	27	169	250	175	200
5-0130-5329	POSTAGE & SHIPPING	(4)	33	97	250	100	250
5-0130-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0130-5339	OTHER CONTRACTUAL SERVCS.	-	-	-	-	-	-
5-0130-5340	TRAINING CONFERENCES	110	526	2,277	5,000	4,800	5,000
5-0130-5341	OTHER TRAINING	-	-	-	-	-	-
5-0130-5347	MEMBERSHIPS & DUES	-	1,032	1,823	2,000	1,995	2,000
5-0130-5349	BOOKS & SUBSCRIPTIONS	5,331	5,047	5,219	5,000	5,600	7,500
5-0130-5350	SOFTWARE PURCHASES	-	660	-	-	-	-
5-0130-5353	LEGAL ADVERTISING	-	-	-	-	-	-
5-0130-5354	PRINTING	25	38	5	-	-	-
5-0130-5355	INSURANCE	-	110	107	125	125	125
5-0130-5356	LAND & BUILDING RENTAL	-	-	-	-	-	-
5-0130-5357	EQUIPMENT RENTAL	-	-	-	-	-	-
5-0130-5378	MISC. OTHER SERV. & CHGS.	2,453	864	370	1,000	600	1,000
	TOTAL OTHER SERVICES	142,018	55,345	29,532	50,830	142,490	148,425
	TOTAL CITY ATTORNEY	207,021	199,852	230,669	249,389	335,445	356,519

ACCOUNTING

PERSONAL SERVICES	\$	398,040.48
MATERIAL AND SUPPLIES	\$	5,150.00
OTHER SERVICES AND SUPPLIES	\$	103,100.00
TOTAL ACCOUNTING	\$	506,290.48

TOTAL EMPLOYEES 5

% OVER LAST YEARS BUDGET -9.93%



**ACCOUNTING
DEPT 210**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2012-2013	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0210-5101	REGULAR SALARIES	255,148	284,891	275,475	256,281	264,974	285,185
5-0210-5102	OVERTIME	1,061	1,216	1,738	1,500	2,400	2,400
5-0210-5103	PART TIME SALARIES	3,251	1,700	9,525	38,500	5,000	20,000
5-0210-5104	LONGEVITY	3,166	2,850	1,997	1,997	1,997	1,700
5-0210-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0210-5106	EDUCATIONAL INCENTIVES	427	790	209	125	125	125
5-0210-5111	FICA	15,485	17,831	17,300	18,501	17,018.75	19,183
5-0210-5112	MEDICARE	3,621	4,170	4,046	4,327	3,980.19	4,486
5-0210-5113	HEALTH INSURANCE	24,104	21,644	19,287	27,166	13,985	17,050
5-0210-5114	LIFE INSURANCE	377	262	304	480	480	672
5-0210-5115	OMRF RETIREMENT	63,565	68,012	64,352	59,416	45,843	38,717
5-0210-5140	TUITION ASSISTANCE	-	-	-	1,000	-	1,000
5-0210-5145	UNEMPLOYMENT COMPENSATIOI	-	-	-	-	-	-
5-0210-5150	OTHER BENEFITS	3,720	3,720	3,720	3,720	3,720	3,720
5-0210-5155	WORKER'S COMPENSATION	11,433	9,786	6,517	3,802	3,802	3,802
	TOTAL PERSONAL SERVICES	385,358	416,872	404,470	416,814	363,326	398,040
5-0210-5201	OFFICE & COMPUTR SUPPLIES	2,036	5,910	4,071	3,500	3,500	3,500
5-0210-5210	FUEL, OIL & LUBRICANTS	33	46	125	100	120	150
5-0210-5216	MEDICAL SUPPLIES	-	-	-	-	-	-
5-0210-5220	TOOLS & MINOR EQUIPMENT	-	-	-	-	-	-
5-0210-5250	OTHER MATERIALS&SUPPLIES	2,114	849	605	1,000	1,350	1,500
	TOTAL MATERIAL AND SUPP	4,183	6,805	4,801	4,600	4,970	5,150
5-0210-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
5-0210-5303	REPAIR & MAINT. - EQUIP.	-	-	-	-	-	-

DEPT 210

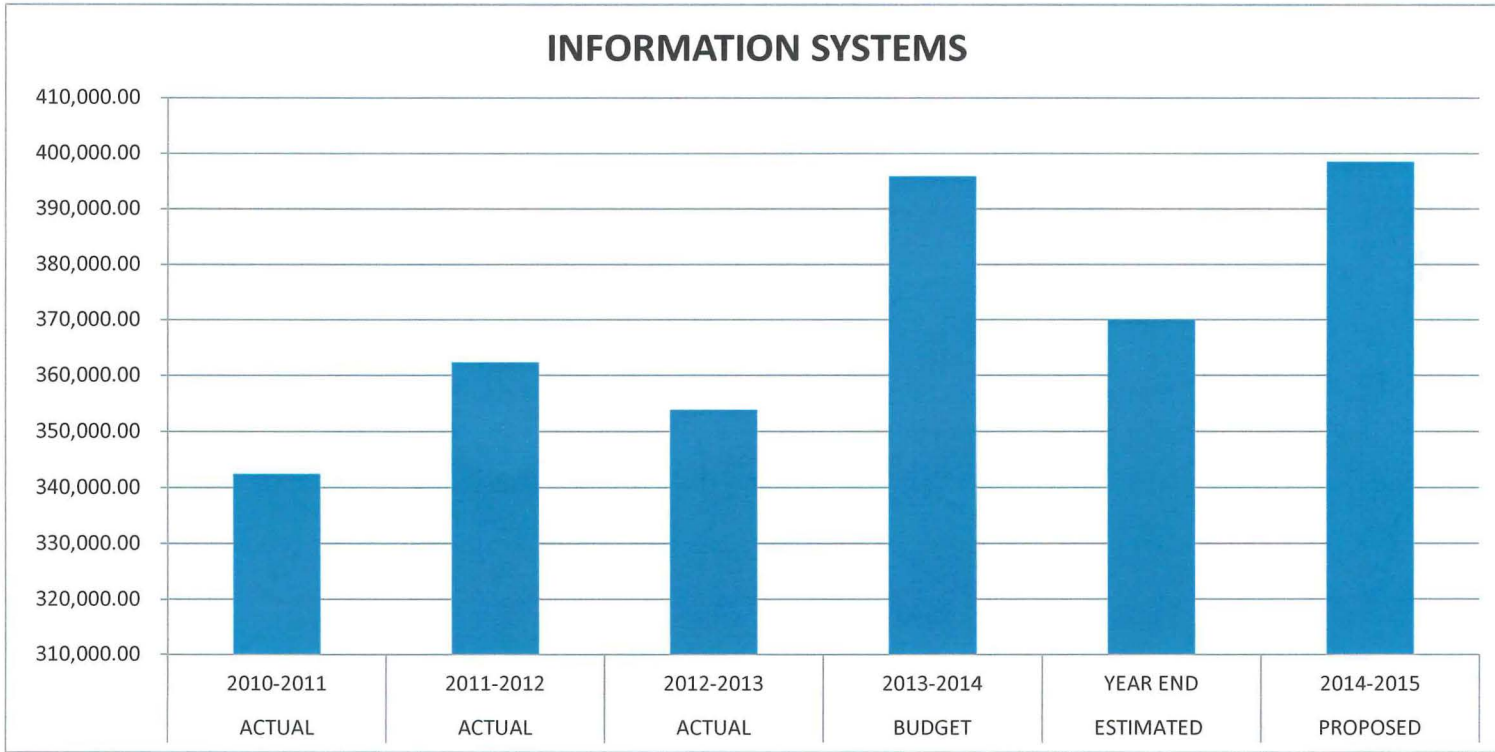
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2012-2013	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0210-5305	EQUIP.SERV.-R&M EQUIPMENT	-	-	-	-	-	-
5-0210-5306	EQUIP.SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0210-5317	MEDICAL SERVICES	-	-	-	-	-	-
5-0210-5320	NATURAL GAS	850	722	813	1,000	920	1,000
5-0210-5321	ELECTRICITY	4,241	5,660	4,678	5,800	4,800	5,000
5-0210-5325	TELEPHONE	2,058	2,341	2,435	1,800	2,100	2,400
5-0210-5328	COPY USAGE EXPENSE	625	872	603	850	1,000	1,000
5-0210-5329	POSTAGE & SHIPPING	4,068	3,434	3,198	6,000	3,870	4,000
5-0210-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0210-5339	OTHER CONTRACTUAL SERVCS.	44,322	43,490	39,505	78,000	42,000	42,000
5-0210-5340	TRAINING CONFERENCES	613	4,921	3,542	3,000	3,500	3,500
5-0210-5341	OTHER TRAINING	-	-	801	-	-	-
5-0210-5343	PENALTIES & INTEREST	-	-	-	-	-	-
5-0210-5347	MEMBERSHIPS & DUES	400	755	950	1,000	1,050	1,100
5-0210-5349	BOOKS & SUBSCRIPTIONS	-	570	-	500	200	250
5-0210-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0210-5351	SOFTWARE SUPPORT CNTRCTS.	29,793	31,329	32,443	34,000	33,900	34,000
5-0210-5353	LEGAL ADVERTISING	63	164	1,788	150	-	150
5-0210-5354	PRINTING	-	-	-	-	-	-
5-0210-5355	INSURANCE	2,401	2,488	1,682	2,500	2,200	2,500
5-0210-5357	EQUIPMENT RENTAL	2,271	3,412	3,089	4,600	3,100	3,200
5-0210-5378	MISC. OTHER SERV. & CHGS.	1,643	3,658	3,506	1,500	3,000	3,000
	TOTAL OTHER SERVICES	93,348	103,816	99,033	140,700	101,640	103,100
	TOTAL ACCOUNTING	482,889	527,493	508,304	562,114	469,936	506,290

INFORMATION SYSTEMS

PERSONAL SERVICES	\$	306,079.53
MATERIAL AND SUPPLIES	\$	7,500.00
OTHER SERVICES AND SUPPLIES	\$	84,980.00
TOTAL INFORMATION SYSTEM	\$	398,559.53

TOTAL EMPLOYEES 3

% OVER LAST YEARS BUDGET 0.67%



**INFORMATION SYSTEMS
DEPT 230**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0230-5101	REGULAR SALARIES	197,055.00	198,490.00	209,387.00	211,816.70	211,816.70	220,102.52
5-0230-5102	OVERTIME	182.00	829.00	1,207.00	2,500.00	1,000.00	1,000.00
5-0230-5104	LONGEVITY	1,207.00	1,367.00	1,505.00	1,864.00	1,600.00	1,500.00
5-0230-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0230-5106	EDUCATIONAL INCENTIVES	298.00	251.00	250.00	250.00	250.00	250.00
5-0230-5111	FICA	11,975.00	12,644.00	13,356.00	13,358.59	13,309.34	13,816.86
5-0230-5112	MEDICARE	2,801.00	2,957.00	3,123.00	3,124.19	3,112.67	3,231.36
5-0230-5113	HEALTH INSURANCE	12,855.00	12,102.00	13,155.00	12,000.00	12,000.00	14,856.00
5-0230-5114	LIFE INSURANCE	236.00	173.00	209.00	288.00	288.00	384.00
5-0230-5115	OMRF RETIREMENT	45,989.00	50,731.00	53,267.00	49,610.97	41,690.00	41,708.68
5-0230-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0230-5150	OTHER BENEFITS	-	-	-	5,160.00	5,160.00	5,880.00
5-0230-5155	WORKER'S COMPENSATION	7,194.00	6,777.00	3,796.00	3,350.11	3,350.11	3,350.11
	TOTAL PERSONAL SERVICES	279,792.00	286,321.00	299,255.00	302,352.95	293,576.81	306,079.53
5-0230-5201	OFFICE & COMPUTR SUPPLIES	10,851.00	10,543.00	7,155.00	10,000.00	5,671.00	6,000.00
5-0230-5210	FUEL, OIL & LUBRICANTS	-	-	-	500.00	250.00	500.00
5-0230-5220	TOOLS & MINOR EQUIPMENT	3,630.00	688.00	-	2,000.00	656.00	1,000.00
5-0230-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
	TOTAL MATERIAL AND SUPPLIES	14,481.00	11,231.00	7,155.00	12,500.00	6,577.00	7,500.00
5-0230-5303	REPAIR & MAINT. - EQUIP.	460.00	196.00	2,355.00	1,000.00	1,378.00	1,000.00
5-0230-5304	REPAIR & MAINT.-VEHICLES	14.00	81.00	10.00	100.00	34.00	1,000.00
5-0230-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0230-5317	MEDICAL SERVICES	-	-	-	-	-	-
5-0230-5325	TELEPHONE	3,774.00	3,521.00	3,234.00	3,500.00	4,521.00	5,000.00
5-0230-5326	PAGERS	-	-	-	-	-	-

**INFORMATION SYSTEMS
DEPT 230**

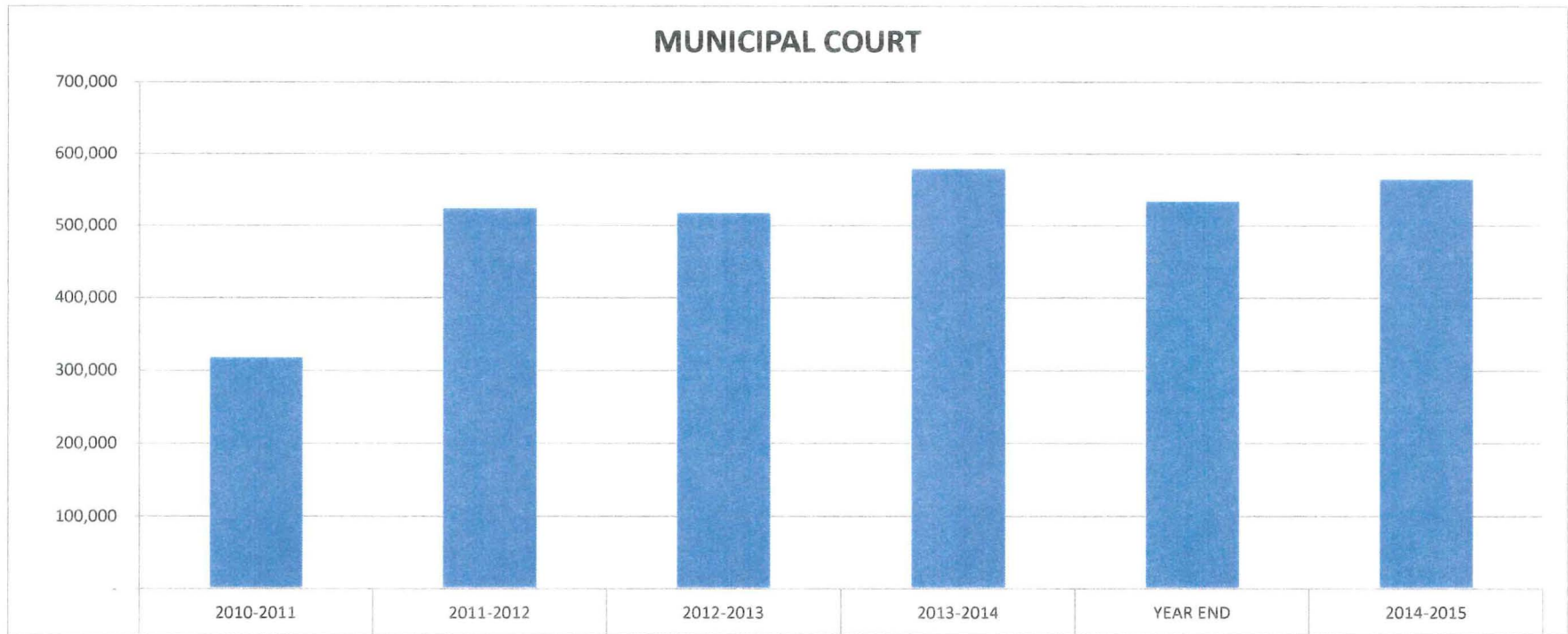
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0230-5328	COPY USAGE EXPENSE	6.00	10.00	7.00	50.00	4.00	50.00
5-0230-5329	POSTAGE & SHIPPING	70.00	9.00	-	100.00	8.00	50.00
5-0230-5339	OTHER CONTRACTUAL SERVICES		3,520.00	5,303.00	4,500.00	1,467.00	4,500.00
5-0230-5340	TRAINING CONFERENCES	1,162.00	4,212.00	1,052.00	4,000.00	3,247.00	5,000.00
5-0230-5341	OTHER TRAINING	152.00	304.00	219.00	3,000.00	500.00	4,000.00
5-0230-5347	MEMBERSHIPS & DUES	339.00	713.00	358.00	1,000.00	495.00	500.00
5-0230-5350	SOFTWARE PURCHASES	2,488.00	279.00	7,473.00	7,000.00	7,813.00	7,000.00
5-0230-5351	SOFTWARE SUPPORT CNTRCTS.	17,222.00	30,073.00	10,891.00	32,700.00	26,195.00	31,680.00
5-0230-5354	PRINTING	-	-	-			
5-0230-5355	INSURANCE	173.00	329.00	161.00	500.00	300.00	300.00
5-0230-5357	EQUIPMENT RENTAL	378.00	316.00	215.00	600.00	324.00	400.00
5-0230-5378	MISC. OTHER SERV. & CHGS.	21,891.00	21,191.00	16,182.00	23,000.00	23,656.00	24,500.00
	TOTAL OTHER SERVICES/CHARGES	48,129.00	64,754.00	47,460.00	81,050.00	69,942.00	84,980.00
	TOTAL INFORMATION SERVICES	342,402.00	362,306.00	353,870.00	395,902.95	370,095.81	398,559.53

MUNICIPAL COURT

PERSONAL SERVICES	304,555.96
MATERIAL AND SUPPLIES	4,000.00
OTHER SERVICES AND SUPPLIES	255,850.00
TOTAL MUNICIPAL COURT	564,405.96

TOTAL EMPLOYEES 5 FT 2 PT

% OVER LAST YEARS BUDGET -2.48%



**MUNICIPAL COURT
DEPT 320**

Number	Account Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0320-5101	REGULAR SALARIES	186,046	190,739	174,865	223,529	211,217	221,176
5-0320-5102	OVERTIME	2,179	14,260	12,680	15,000	7,500	7,500
5-0320-5103	PART TIME SALARIES	5,848	4	6,332	6,000	4,500	6,000
5-0320-5104	LONGEVITY	403	117	47	-	-	-
5-0320-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0320-5106	EDUCATIONAL INCENTIVES	63	-	-	-	-	-
5-0320-5111	FICA	11,175	12,044	11,275	15,161	13,839	14,550
5-0320-5112	MEDICARE	2,613	2,817	2,637	3,546	3,237	3,403
5-0320-5113	HEALTH INSURANCE	19,545	20,067	23,728	29,451	22,710	28,706
5-0320-5114	LIFE INSURANCE	415	291	327	576	576	576
5-0320-5115	OMRF RETIREMENT	34,388	36,881	33,026	36,758	21,846	19,660
5-0320-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0320-5145	UNEMPLOYMENT COMPENSATION	-	-	2,637	-	-	-
5-0320-5155	WORKER'S COMPENSATION	7,841	7,173	3,931	2,986	2,986	2,986
	TOTAL PERSONAL SERVICES	270,516	284,393	271,485	333,006	288,411	304,556
5-0320-5201	OFFICE & COMPUTR SUPPLIES	797	1,518	1,556	1,500	1,450	1,500
5-0320-5205	UNIFORMS AND CLOTHING	60	1,381	1,673	2,000	500	500
5-0320-5210	FUEL, OIL & LUBRICANTS	693	298	994	1,000	990	1,000
5-0320-5250	OTHER MATERIALS&SUPPLIES	35	793	65	1,000	1,500	1,000
	TOTAL MATERIAL AND SUPPLIES	1,585	3,990	4,288	5,500	4,440	4,000
5-0320-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-
5-0320-5303	REPAIR & MAINT. - EQUIP.	-	60	960	1,000	750	1,000
5-0320-5304	REPAIR & MAINT.- VEHICLES	309	51	58	500	100	500
5-0320-5306	EQUIP. SERV.-R&M VEHICLES	187	-	-	250	-	250
5-0320-5310	LEGAL SERVICES	-	-	-	-	-	-
5-0320-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0320-5315	COURT COLLECTION SERVICES	-	-	-	-	2,500	3,000

DEPT 320

Number	Account Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0320-5317	MEDICAL SERVICES	-	26	-	100	-	-
5-0320-5319	OTHER PROFESSIONAL SERVICE	1,459	1,479	1,482	2,000	1,400	2,000
5-0320-5320	NATURAL GAS	595	541	569	600	575	600
5-0320-5321	ELECTRICITY	2,968	3,962	3,275	4,000	3,300	4,000
5-0320-5325	TELEPHONE	2,706	2,935	3,173	3,000	3,200	3,500
5-0320-5326	PAGERS	-	-	-	-	-	-
5-0320-5328	COPY USAGE EXPENSE	355	146	10	250	150	250
5-0320-5329	POSTAGE & SHIPPING	1,283	1,774	1,564	2,000	1,250	2,000
5-0320-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0320-5337	COMM. SERVICES - JUVENILE	213	1,456	2,668	1,800	2,400	2,500
5-0320-5330	JAIL CONTRACT	-	180,576	191,664	185,000	189,024	195,000
5-0320-5340	TRAINING CONFERENCES	-	2,514	92	2,000	1,000	2,000
5-0320-5341	OTHER TRAINING	-	3,809	-	500	-	500
5-0320-5347	MEMBERSHIPS & DUES	320	110	145	750	250	750
5-0320-5349	BOOKS & SUBSCRIPTIONS	-	280	64	500	150	500
5-0320-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0320-5351	SOFTWARE SUPPORT CNTRCTS.	14,599	15,300	16,912	16,000	16,912	17,500
5-0320-5354	PRINTING	-	38	140	250	100	250
5-0320-5355	INSURANCE	219	493	268	500	275	500
5-0320-5357	EQUIPMENT RENTAL	189	190	107	250	150	250
5-0320-5360	BANK CHARGES	17,101	14,559	16,245	16,000	15,750	16,000
5-0320-5378	MISC	2,648	4,764	2,220	3,000	1,500	3,000
	TOTAL OTHER SERVICES/CHARGES	45,151	235,063	241,616	240,250	240,736	255,850
	TOTAL MUNICIPAL COURT	317,252	523,446	517,389	578,756	533,587	564,406

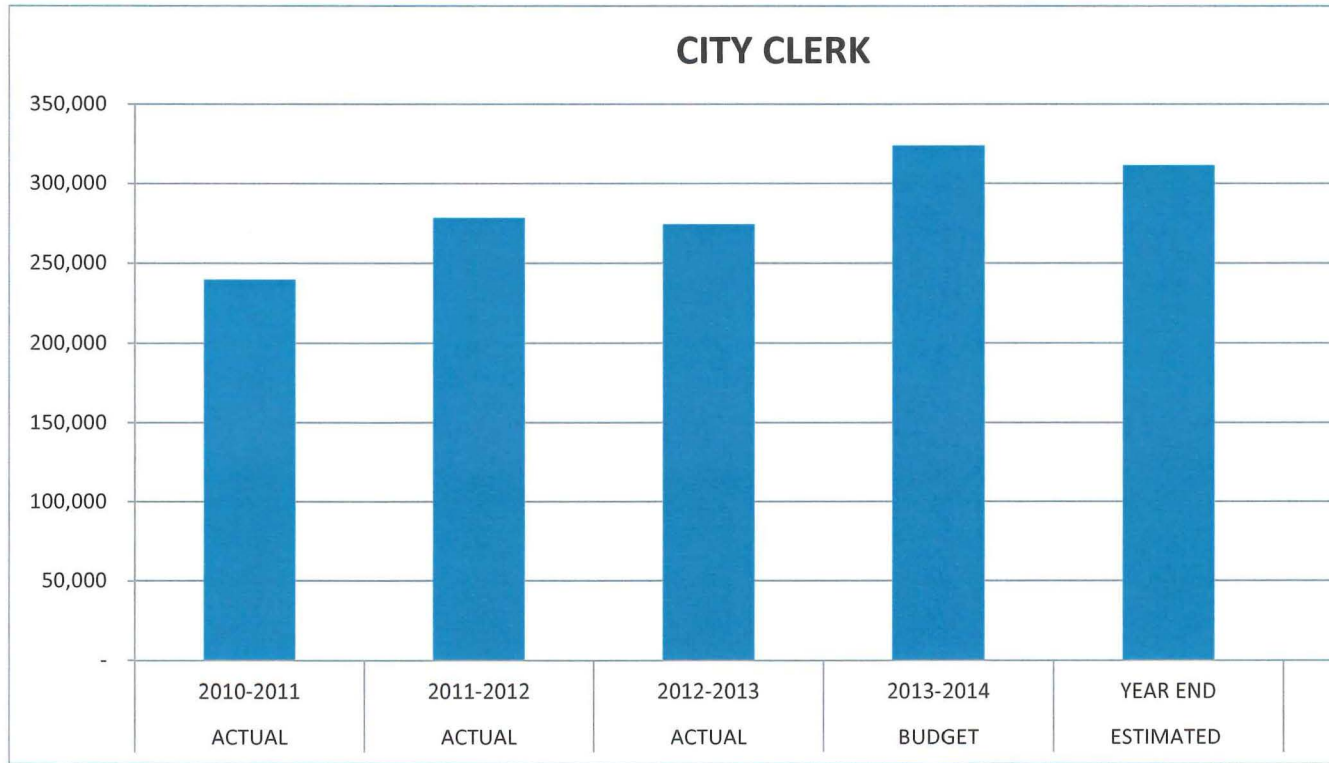
CITY CLERK

PERSONAL SERVICES	\$	256,740.82
MATERIAL AND SUPPLIES	\$	3,500.00
OTHER SERVICES AND SUPPLIES	\$	71,875.00

TOTAL CITY CLERK	\$	332,115.82
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TOTAL EMPLOYEES	3 F/T
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% OVER LAST YEARS BUDGET	2.58%
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**CITY CLERK
DEPT 330**

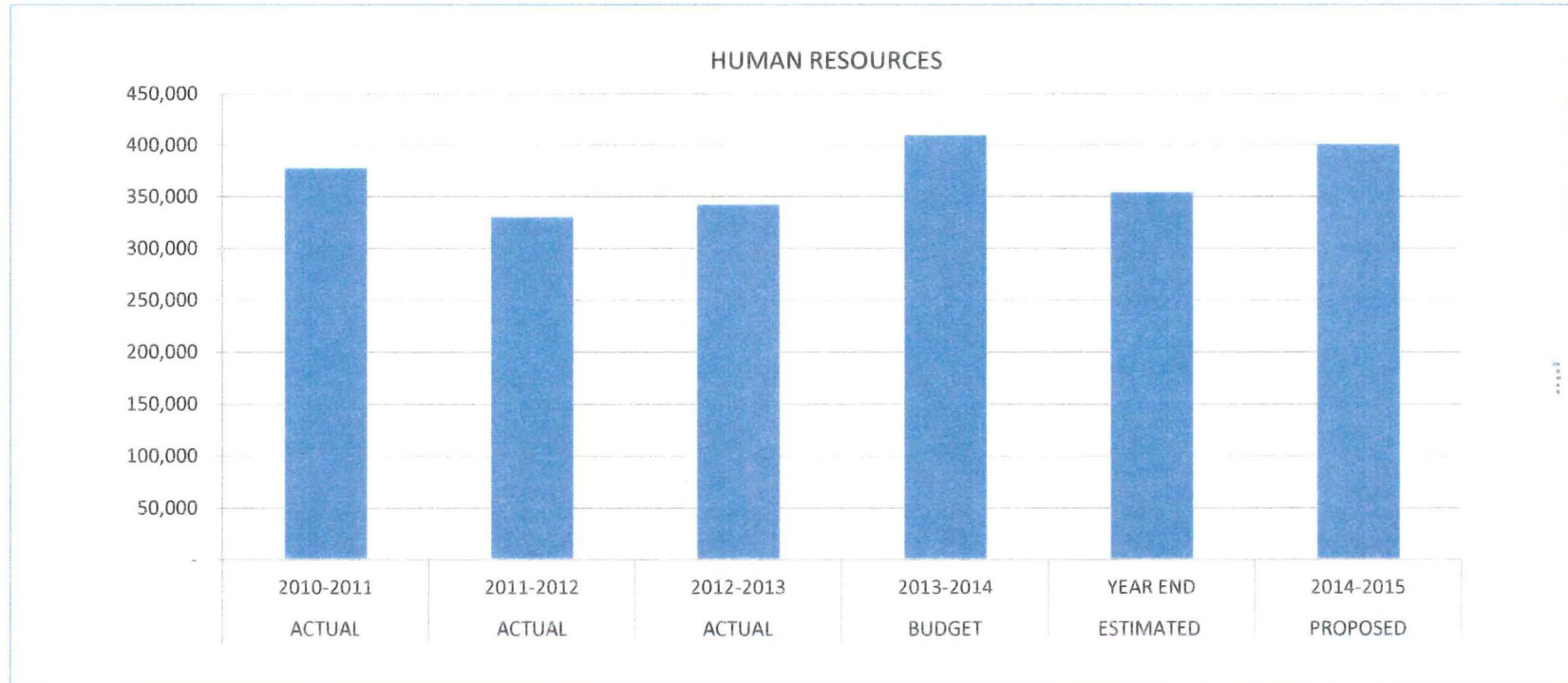
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0330-5101	REGULAR SALARIES	146,316	158,088	171,387	173,372	173,372	180,564
5-0330-5102	OVERTIME	-	165	477	500	400	500
5-0330-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0330-5104	LONGEVITY	1,619	1,768	1,918	1,934	1,934	1,934
5-0330-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0330-5106	EDUCATIONAL INCENTIVES	501	502	499	499	500	500
5-0330-5111	FICA	8,983	9,899	10,539	10,931	10,925	11,377
5-0330-5112	MEDICARE	2,101	2,315	2,465	2,556	2,555	2,652
5-0330-5113	HEALTH INSURANCE	7,743	7,176	10,613	10,750	9,796	11,050
5-0330-5114	LIFE INSURANCE	191	153	186	288	288	288
5-0330-5115	OMRF RETIREMENT	38,124	40,419	43,611	41,054	35,910	41,966
5-0330-5140	TUITION ASSISTANCE	-	-	-	500	-	-
5-0330-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-0330-5150	CAR ALLOWANCE	1,920	1,920	1,920	1,920	1,920	1,920
5-0330-5155	WORKER'S COMPENSATION	7,173	6,971	2,831	3,991	3,991	3,991
	TOTAL PERSONAL SERVICES	214,671	229,376	246,446	248,296	241,591	256,741
5-0330-5201	OFFICE & COMPUTR SUPPLIES	1,998	1,129	1,910	2,400	2,400	3,500
5-0330-5224	EQUIP. PARTS & SUPPLIES	-	-	-	-	-	-
5-0330-5250	OTHER MATERIALS&SUPPLIES	-	-	-	-	-	-
	TOTAL MATERIAL AND SUPPLIES	1,998	1,129	1,910	2,400	2,400	3,500
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	340	309	325	500	500	500

**CITY CLERK
DEPT 330**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0330-5321	ELECTRICITY	1,696	2,264	1,871	2,400	2,400	2,400
5-0330-5326	PAGERS	-	-	-	-	-	2,000
5-0330-5325	TELEPHONE	1,910	1,949	2,460	2,000	2,000	2,500
5-0330-5328	COPY USAGE EXPENSE	2,185	694	411	1,000	1,000	1,000
5-0330-5329	POSTAGE & SHIPPING	740	1,198	1,172	2,000	2,000	2,500
5-0330-5335	TEMPORARY LABOR SERVICES	-	-	-	1,800	-	1,800
5-0330-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0330-5339	OTHER CONTRACTUAL SERVC.	5,830	10,989	6,038	17,200	17,200	30,000
5-0330-5340	TRAINING CONFERENCES	971	1,896	6,246	5,000	1,000	2,500
5-0330-5341	OTHER TRAINING	-	-	48	500	146	500
5-0330-5347	MEMBERSHIPS & DUES	430	921	625	675	675	675
5-0330-5348	FILING FEES & PERMITS	3,945	3,320	414	6,000	6,000	7,500
5-0330-5349	BOOKS & SUBSCRIPTIONS	172	220	294	300	300	300
5-0330-5350	SOFTWARE PURCHASES	-	-	-	-	257	500
5-0330-5351	SOFTWARE SUPPORT CNTRCTS.	-	3,000	3,000	4,000	4,000	4,000
5-0330-5353	LEGAL ADVERTISING	521	1,574	908	4,000	4,000	4,000
5-0330-5354	PRINTING	-	-	-	200	200	200
5-0330-5355	INSURANCE	173	367	161	400	400	200
5-0330-5357	EQUIPMENT RENTAL	250	127	86	300	300	3,000
5-0330-5360	ELECTIONS	3,272	17,654	492	24,000	24,000	5,000
5-0330-5378	MISC. OTHER SERV. & CHGS.	698	1,479	1,602	600	1,146	600
	TOTAL OTHER SERVICES/CHARGES	23,133	47,961	26,153	73,075	67,524	71,875
	TOTAL CITY CLERK	239,802	278,466	274,509	323,771	311,515	332,116

HUMAN RESOURCES

PERSONAL SERVICES	\$	311,394.91
MATERIAL AND SUPPLIES	\$	8,500.00
OTHER SERVICES AND SUPPLIES	\$	80,740.00
TOTAL HUMAN RESOURCES	\$	400,634.91
TOTAL EMPLOYEES	\$	3.00
% OVER LAST YEARS BUDGET		-2.13%



**HUMAN RESOURCES
DEPT 410**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0410-5101	REGULAR SALARIES	171,990	178,089	196,376	204,596	204,596	216,067
5-0410-5102	OVERTIME	-	81	48	500	250	500
5-0410-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0410-5104	LONGEVITY	842	934	1,344	1,747	1,747	1,747
5-0410-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0410-5106	EDUCATIONAL INCENTIVES	501	305	125	250	250	250
5-0410-5111	FICA	10,440	11,094	11,874	12,840	12,824	13,551
5-0410-5112	MEDICARE	2,442	2,595	2,777	3,003	2,999	3,169
5-0410-5113	HEALTH INSURANCE	12,054	11,835	16,785	15,504	15,500	19,118
5-0410-5114	LIFE INSURANCE	237	172	209	288	288	288
5-0410-5115	OMRF RETIREMENT	40,745	45,614	49,633	48,105	42,201	48,309
5-0410-5118	ICMA RETIREMENT	-	-	-	-	-	-
5-0410-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0410-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-0410-5150	OTHER BENEFITS	3,840	3,880	3,980	3,840	3,840	3,840
5-0410-5155	WORKER'S COMPENSATION	9,787	9,220	5,102	4,555	4,555	4,555
	TOTAL PERSONAL SERVICES	252,878	263,819	288,253	295,228	289,050	311,395
5-0410-5201	OFFICE & COMPUTR SUPPLIES	2,106	3,283	1,549	3,800	874	2,700
5-0410-5210	FUEL, OIL & LUBRICANTS	3,329	2,392	3,559	3,300	3,346	4,000
5-0410-5220	TOOLS & MINOR EQUIPMENT	-	-	-	500	76	500
5-0410-5250	OTHER MATERIALS&SUPPLIES	4,732	495	326	3,200	755	1,300
	TOTAL MATERIALS AND EQUIP	10,167	6,170	5,434	10,800	5,051	8,500
5-0410-5302	REPAIR & MAINT. - BLDGS.	-	-	-	-	-	-
5-0410-5303	REPAIR & MAINT. - EQUIP.	-	-	-	100	23	100
5-0410-5305	EQUIP.SERV.-R&M EQUIPMENT	-	-	56	-	-	-
5-0410-5306	EQUIP.SERV.-R&M VEHICLES	20	624	362	500	-	1,500
5-0410-5310	LEGAL SERVICES	68,508	-	-	-	-	-
5-0410-5311	AUDITING SERVICES	-	-	-	-	-	-

**HUMAN RESOURCES
DEPT 410**

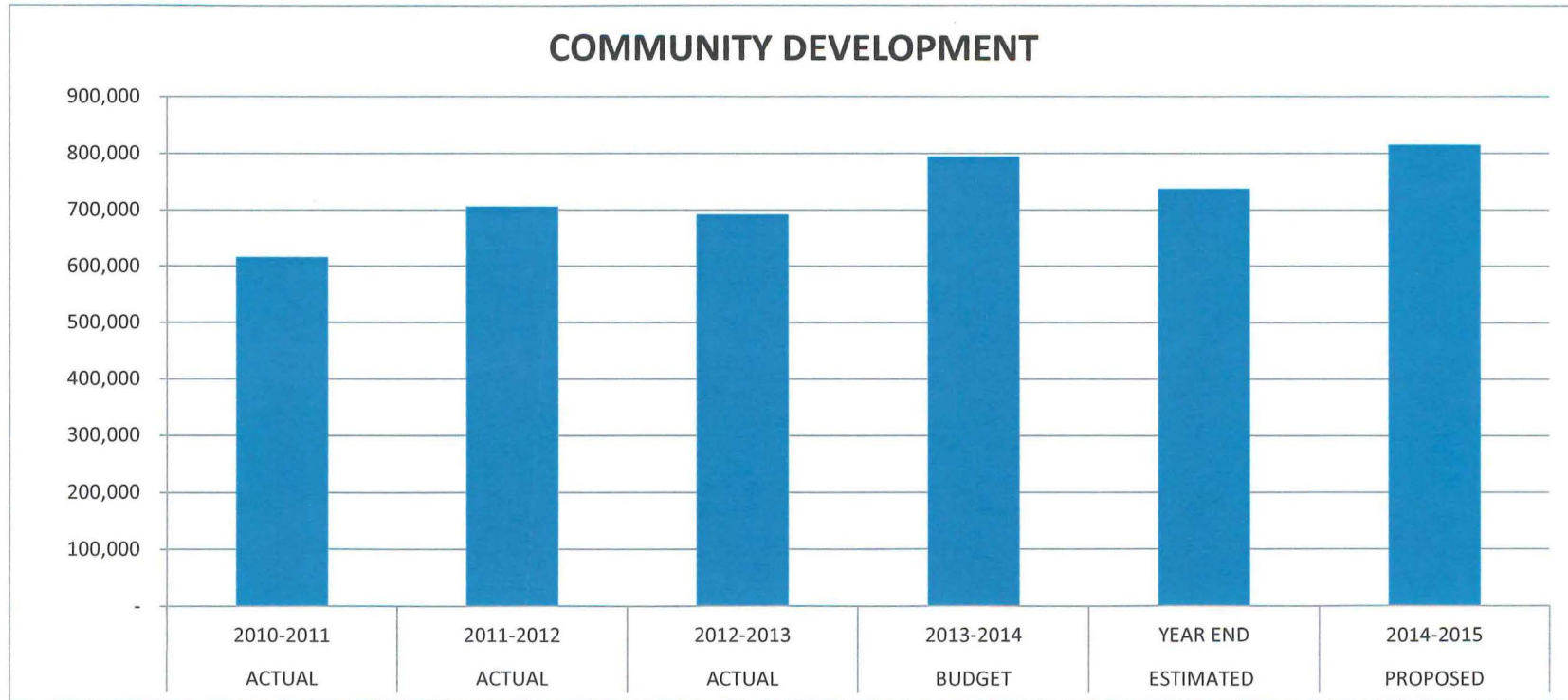
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0410-5317	MEDICAL SERVICES	18,298	12,930	9,727	17,800	17,800	17,800
5-0410-5319	OTHER PROFESSIONAL SERVICES	-	-	-	-	-	-
5-0410-5320	NATURAL GAS	467	425	447	700	372	700
5-0410-5321	ELECTRICITY	2,332	3,113	2,573	3,000	2,750	3,000
5-0410-5325	TELEPHONE	1,500	1,571	1,724	1,750	2,049	2,000
5-0410-5326	PAGERS	-	-	-	-	-	-
5-0410-5328	COPY USAGE EXPENSE	492	829	477	750	311	750
5-0410-5329	POSTAGE & SHIPPING	(3,136)	405	333	500	262	500
5-0410-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0410-5339	OTHER CONTRACTUAL SERVCS.	14,081	25,669	14,300	27,500	19,562	23,000
5-0410-5340	TRAINING CONFERENCES	85	1,538	1,447	12,000	1,075	11,200
5-0410-5345	TRAVEL	-	-	1,884	9,500	1,875	500
5-0410-5347	MEMBERSHIPS & DUES	300	635	535	1,275	1,275	2,510
5-0410-5349	BOOKS & SUBSCRIPTIONS	544	40	-	1,760	200	960
5-0410-5350	SOFTWARE PURCHASES	-	124	335	6,200	335	1,600
5-0410-5351	SOFTWARE SUPPORT CNTRCTS	2,137	3,840	4,032	3,600	3,600	3,600
5-0410-5353	LEGAL ADVERTISING	7,285	4,516	5,262	10,000	3,000	5,000
5-0410-5354	PRINTING	-	-	-	700	-	800
5-0410-5355	INSURANCE	782	2,645	2,882	2,900	2,900	2,900
5-0410-5357	EQUIPMENT RENTAL	684	253	172	600	260	600
5-0410-5378	MISC. OTHER SERV. & CHGS.	73	979	1,647	2,200	2,200	1,720
	TOTAL OTHER SERV/CHARGES	114,452	60,136	48,195	103,335	59,849	80,740
	TOTAL HUMAN RESOURCES	377,497	330,125	341,882	409,363	353,950	400,635

COMMUNITY DEVELOPMENT

PERSONAL SERVICES	\$	609,832.78
MATERIAL AND SUPPLIES	\$	18,200.00
OTHER SERVICES AND SUPPLIES	\$	187,171.00
TOTAL COMMUNITY DEVELOPMENT	\$	815,203.78

TOTAL EMPLOYEES 9

% OVER LAST YEARS BUDGET 2.63%



**COMMUNITY DEVELOPMENT
DEPT 510**

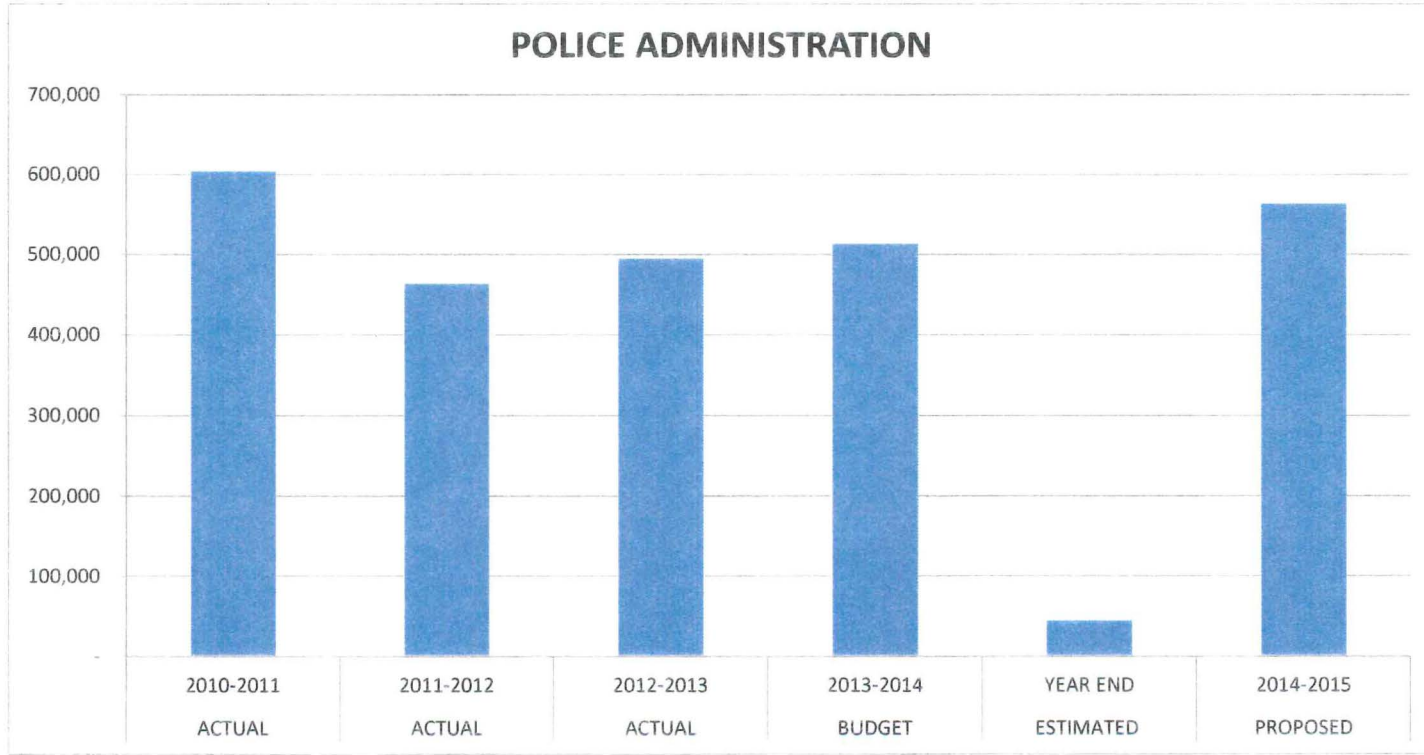
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0510-5101	REGULAR SALARIES	315,626	369,929	415,735	408,137	403,317	431,817
5-0510-5102	OVERTIME	87	269	649	1,000	500	1,000
5-0510-5103	PART TIME SALARIES	-	-	-	-	3,600	-
5-0510-5104	LONGEVITY	3,117	3,300	2,631	2,454	2,500	2,500
5-0510-5105	SKILLS INCENTIVES	-	1	-	-	-	-
5-0510-5106	EDUCATIONAL INCENTIVES	626	627	624	624	1,040	1,040
5-0510-5111	FICA	19,001	22,280	25,126	25,557	25,479	27,054
5-0510-5112	MEDICARE	4,444	5,211	5,876	5,977	5,959	6,327
5-0510-5113	HEALTH INSURANCE	32,644	40,841	52,914	48,332	48,275	58,838
5-0510-5114	LIFE INSURANCE	522	457	586	864	864	864
5-0510-5115	OMRF RETIREMENT	78,653	89,556	97,389	91,890	62,417	60,338
5-0510-5140	TUITION ASSISTANCE	-	-	-	3,500	-	3,500
5-0510-5150	OTHER BENEFITS	5,520	5,600	6,560	5,600	6,960	6,960
5-0510-5155	WORKER'S COMPENSATION	10,982	10,346	10,779	9,594	9,594	9,594
	TOTAL PERSONAL SERVICES	471,222	548,417	618,869	603,530	570,505	609,833
5-0510-5201	OFFICE & COMPUTR SUPPLIES	3,986	6,478	4,418	6,000	5,194	6,000
5-0510-5205	UNIFORMS AND CLOTHING	1,580	1,353	1,265	2,100	891	2,100
5-0510-5210	FUEL, OIL & LUBRICANTS	9,081	7,976	8,511	8,500	6,158	8,500
5-0510-5220	TOOLS & MINOR EQUIPMENT	155	-	-	1,000	75	100
5-0510-5226	VEHICLE PARTS & SUPPLIES	-	-	189	500	500	500
5-0510-5250	OTHER MATERIALS&SUPPLIES	91	1,591	504	1,000	404	1,000
	TOTAL MATERIALS AND SUPPLIES	14,893	17,398	14,887	19,100	13,222	18,200
5-0510-5303	REPAIR & MAINT. - EQUIP.	4	-	-	-	-	-
5-0510-5304	REPAIR & MAINT.-VEHICLES	1,246	863	1,106	2,000	1,305	2,000
5-0510-5320	NATURAL GAS	556	350	479	600	543	600
5-0510-5325	TELEPHONE	5,943	6,426	6,217	6,000	5,389	6,000

**COMMUNITY DEVELOPMENT
DEPT 510**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0510-5329	POSTAGE & SHIPPING	(468)	2,559	2,600	2,500	2,435	2,500
5-0510-5339	OTHER CONTRACTUAL SERVCS.	95,302	89,240	8,872	114,000	105,563	127,500
5-0510-5340	TRAINING CONFERENCES	1,953	1,911	1,127	2,800	1,908	2,800
5-0510-5341	OTHER TRAINING	35	437	-	1,000	415	1,000
5-0510-5342	PUBLIC EDUCATION	-	-	-	-	-	-
5-0510-5347	MEMBERSHIPS & DUES	1,560	1,705	1,960	2,800	1,945	2,800
5-0510-5349	BOOKS & SUBSCRIPTIONS	1,741	1,530	1,812	2,500	2,159	2,500
5-0510-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0510-5351	SOFTWARE SUPPORT CNTRCTS	5,575	6,664	7,092	7,000	7,000	7,000
5-0510-5353	LEGAL ADVERTISING	5,139	2,566	3,006	7,000	3,491	7,000
5-0510-5354	PRINTING	1,585	1,491	739	3,000	975	2,500
5-0510-5355	INSURANCE	2,444	10,971	15,137	10,971	10,971	10,971
5-0510-5357	EQUIPMENT RENTAL	4,198	3,795	2,601	4,000	4,000	4,000
5-0510-5365	CHRISTMAS PARADE EXPENSES	-	1,473	3,825	-	986	-
5-0510-5370	STREET BANNERS	-	3,716	756	500	329	3,000
5-0510-5360	BANK CHARGES	-	655	561	500	500	500
5-0510-5378	MISC. OTHER SERVICES & CHARGES	3,316	3,774	500	4,500	3,523	4,500
	TOTAL OTHER SERVICES/CHARGES	130,129	140,126	58,390	171,671	153,437	187,171
	TOTAL COMMUNITY DEVELOPMENT	616,244	705,941	692,146	794,301	737,164	815,204

POLICE ADMINISTRATION

PERSONAL SERVICES	504,620
MATERIAL AND SUPPLIES	15,100
OTHER SERVICES AND SUPPLIES	43,245
TOTAL POLICE ADMINISTRATION	562,965
TOTAL EMPLOYEES	6 f/t 1 p/t
% OVER LAST YEARS BUDGET	9.78%



**POLICE ADMINISTRATION
DEPT 610**

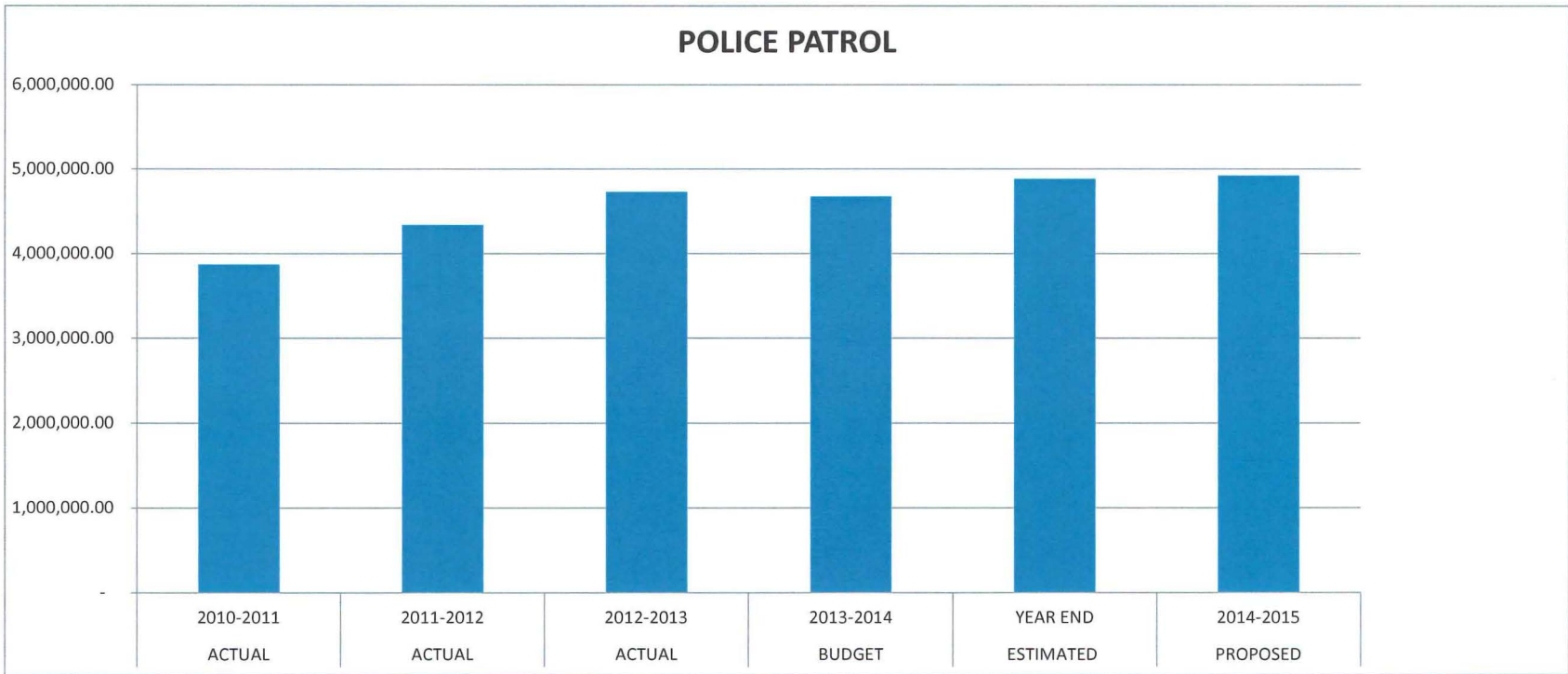
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0610-5101	REGULAR SALARIES	300,446	295,108	315,787	316,548	316,548	335,406
5-0610-5102	OVERTIME	211	-	50	2,500	100	2,500
5-0610-5103	PART TIME SALARIES	-	-	926	-	11,903	22,000
5-0610-5104	LONGEVITY	4,437	4,558	4,216	4,306	4,306	4,306
5-0610-5105	SKILLS INCENTIVES	-	-	228	-	-	-
5-0610-5106	EDUCATIONAL INCENTIVES	250	251	384	499	500	500
5-0610-5111	FICA	12,594	12,673	13,387	20,079	20,668	22,612
5-0610-5112	MEDICARE	4,159	4,233	4,506	4,696	4,834	5,288
5-0610-5113	HEALTH INSURANCE	28,347	24,725	27,488	27,804	27,796	34,426
5-0610-5114	LIFE INSURANCE	457	325	368	576	576	576
5-0610-5115	OMRF RETIREMENT	52,609	52,293	52,994	52,762	52,700	58,831
5-0610-5116	STATE ON BEHALF OF PAY	-	11,562	12,496	12,350	12,350	12,350
5-0610-5130	CLOTHING ALLOWANCE	-	-	-	-	-	-
5-0610-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0610-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-0610-5150	OTHER BENEFITS	-	-	-	-	-	-
5-0610-5155	WORKER'S COMPENSATION	13,712	12,918	6,587	5,824	5,824	5,824
	TOTAL PERSONAL SERVICES	417,222	418,646	439,417	447,944	458,105	504,620
5-0610-5201	OFFICE & COMPUTR SUPPLIES	2,078	3,900	3,263	3,600	3,739	3,600
5-0610-5203	FOOD & KITCHEN SUPPLIES	1,475	1,909	2,494	3,300	2,485	3,300
5-0610-5205	UNIFORMS AND CLOTHING	623	251	-	800	500	800
5-0610-5210	FUEL, OIL & LUBRICANTS	1,772	3,572	4,372	3,600	3,500	3,600
5-0610-5215	CHEMICALS	-	-	-	-	-	-
5-0610-5216	MEDICAL SUPPLIES	-	-	-	300	213	300
5-0610-5220	TOOLS & MINOR EQUIPMENT	894	109	825	1,000	638	1,000
5-0610-5222	BLDG MATERIALS & SUPPLIES	-	-	-	-	-	-
5-0610-5250	OTHER MATERIALS&SUPPLIES	3,292	1,483	1,206	2,500	1,827	2,500
	TOTAL MATERIALS AND SUPPLIES	10,134	11,224	12,160	15,100	12,902	15,100

**POLICE ADMINISTRATION
DEPT 610**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0610-5302	REPAIR & MAINT. - BLDGS.	-	513	2,888	3,000	1,480	3,000
5-0610-5303	REPAIR & MAINT. - EQUIP.	-	597	245	1,000	890	1,000
5-0610-5304	REPAIR & MAINT.-VEHICLES	-	792	208	200	115	200
5-0610-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0610-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0610-5313	ACCREDITATION	-	-	2,500	2,500	1,000	1,000
5-0610-5317	MEDICAL SERVICES	-	40	-	1,000	1,000	1,000
5-0610-5325	TELEPHONE	3,526	3,623	3,982	5,000	2,819	3,000
5-0610-5326	PAGERS	-	-	-	-	-	-
5-0610-5328	COPY USAGE EXPENSE	-	-	-	500	500	500
5-0610-5329	POSTAGE & SHIPPING	3,907	3,010	3,139	4,000	2,376	4,000
5-0610-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0610-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0610-5337	COMM. SERVICES	1,048	2,623	3,629	5,000	1,901	2,000
5-0610-5339	OTHER CONTRACTUAL SERVCS.	152,420	-	-	-	-	-
5-0610-5340	TRAINING CONFERENCES	2,730	2,814	12,262	11,400	3,834	11,400
5-0610-5347	MEMBERSHIPS & DUES	335	680	730	1,195	800	1,195
5-0610-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0610-5351	SOFTWARE SUPPORT CNTRCTS.	-	-	-	-	-	-
5-0610-5354	PRINTING	177	285	198	300	300	300
5-0610-5355	INSURANCE	590	6,395	1,547	2,000	2,000	2,000
5-0610-5357	EQUIPMENT RENTAL	170	173	97	1,000	948	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.	1,483	1,614	1,152	1,650	1,664	1,650
	TOTAL OTHER SERVICES/CHARGES	176,386	33,159	42,577	49,745	31,627	43,245
	TOTAL POLICE ADMINISTRATION	603,742	463,029	494,154	512,789	44,529	562,965

POLICE PATROL

PERSONAL SERVICES	\$	4,294,641.28
MATERIAL AND SUPPLIES	\$	301,600.00
OTHER SERVICES AND SUPPLIES	\$	327,080.00
TOTAL POLICE ADMINISTRATON	\$	4,923,321.28
TOTAL EMPLOYEES		58
% OVER LAST YEARS BUDGET		5.29%



**POLICE PATROL
DEPT 620**

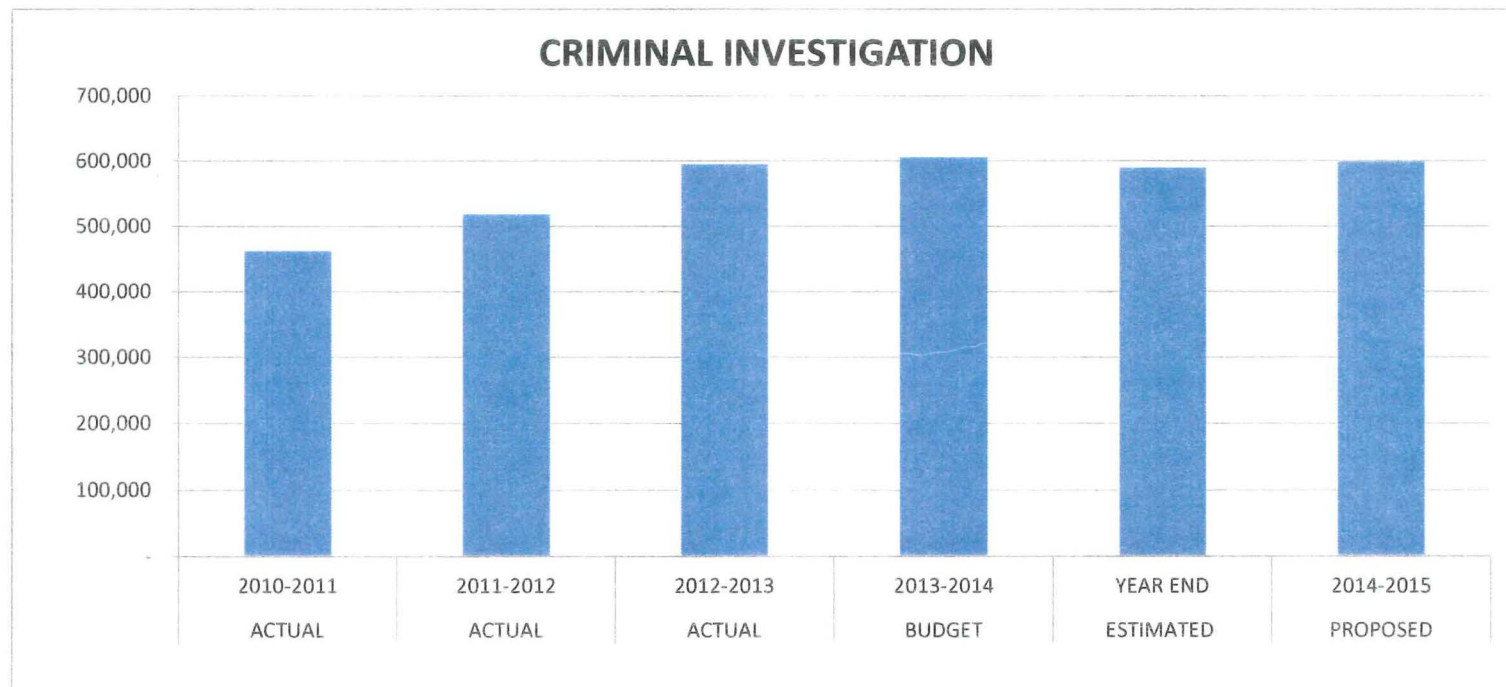
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0620-5101	REGULAR SALARIES	2,078,552.00	2,270,442.00	2,535,043.00	2,538,423.65	2,643,693.00	2,738,348.06
5-0620-5102	OVERTIME	324,785.00	386,613.00	374,888.00	300,000.00	360,000.00	330,000.00
5-0620-5104	LONGEVITY	24,349.00	26,640.00	28,884.00	28,995.20	30,000.00	30,000.00
5-0620-5105	SKILLS INCENTIVES	33,114.00	32,671.00	35,316.00	36,088.00	37,000.00	38,000.00
5-0620-5106	EDUCATIONAL INCENTIVES	19,340.00	22,867.00	23,378.00	25,000.00	25,000.00	25,000.00
5-0620-5111	FICA	-	-	-	-	-	-
5-0620-5112	MEDICARE	32,935.00	38,085.00	41,017.00	42,463.35	44,887.55	45,839.55
5-0620-5113	HEALTH INSURANCE	228,085.00	196,222.00	249,018.00	248,344.32	230,896.94	239,350.92
5-0620-5114	LIFE INSURANCE	3,588.00	2,848.00	3,391.00	4,896.00	4,260.00	4,896.00
5-0620-5115	OMRF RETIREMENT	16,619.00	-	-	-	-	-
5-0620-5116	POLICE PENSION	515,131.93	320,410.00	337,570.00	380,705.89	402,440.09	350,116.62
5-0620-5118	ICMA RETIREMENT	-	-	-	-	-	-
5-0620-5119	STATE ON BEHALF OF PAY	-	269,628.00	322,056.00	269,628.00	269,628.00	269,628.00
5-0620-5130	CLOTHING ALLOWANCE	5,130.00	52,000.00	51,000.00	57,000.00	50,000.00	57,000.00
5-0620-5140	TUITION ASSISTANCE	-	-	8,184.00	13,600.00	8,500.00	23,000.00
5-0620-5145	UNEMPLOYMENT COMPENSAT	-	-	959.00	-	-	-
5-0620-5150	OTHER BENEFITS	1,320.00	4,300.00	7,620.00	7,740.00	8,220.00	9,360.00
5-0620-5155	WORKER'S COMPENSATION	182,807.00	186,476.00	150,057.00	134,102.13	134,102.13	134,102.13
	TOTAL PERSONAL SERVICES	3,465,755.93	3,809,202.00	4,168,381.00	4,086,986.54	4,248,627.71	4,294,641.28
5-0620-5201	OFFICE & COMPUTR SUPPLIES	2,657.00	3,005.00	1,472.00	3,000.00	4,161.16	5,000.00
5-0620-5203	FOOD & KITCHEN SUPPLIES	-	-	-	-	-	-
5-0620-5204	CONCESSION STAND SUPPLIES	-	-	-	-	-	-
5-0620-5205	UNIFORMS AND CLOTHING	8,441.00	8,884.00	5,212.00	8,500.00	7,719.72	17,000.00
5-0620-5210	FUEL, OIL & LUBRICANTS	147,372.00	174,661.00	196,998.00	200,000.00	209,836.21	220,000.00
5-0620-5215	CHEMICALS	-	-	-	-	-	-
5-0620-5216	MEDICAL SUPPLIES	-	-	-	-	25.00	100.00
5-0620-5220	TOOLS & MINOR EQUIPMENT	10,101.00	7,543.00	8,728.00	9,000.00	8,110.08	7,500.00
5-0620-5232	AMNO/.SPECIAL TRAINING	33,992.00	38,445.00	50,752.00	47,000.00	47,000.00	47,000.00
5-0620-5224	EQUIPMENT PARTS & SUPPLIES	194.00	-	-	-	-	-
5-0620-5250	OTHER MATERIALS&SUPPLIES	4,748.00	4,734.00	4,165.00	5,000.00	5,000.00	5,000.00
	TOTAL MATERIALS AND SUPPLIES	207,505.00	237,272.00	267,327.00	272,500.00	281,852.17	301,600.00
5-0620-5301	EQUIP. MAINT. CONTRACTS	-	-	-	-	-	-

**POLICE PATROL
DEPT 620**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0620-5303	REPAIR & MAINT. - EQUIP.	1,578.00	2,872.00	2,566.00	2,000.00	2,000.00	2,000.00
5-0620-5304	REPAIR & MAINT.-VEHICLES	41,424.00	64,779.00	82,346.00	75,000.00	125,000.00	75,000.00
5-0620-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0620-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0620-5317	MEDICAL SERVICES	1,353.00	973.00	-	2,000.00	-	2,000.00
5-0620-5320	NATURAL GAS	2,614.00	2,356.00	2,440.00	3,500.00	2,500.00	3,500.00
5-0620-5321	ELECTRICITY	9,934.00	12,312.00	9,932.00	10,000.00	10,000.00	10,000.00
5-0620-5325	TELEPHONE	12,871.00	27,483.00	30,148.00	25,000.00	30,000.00	31,000.00
5-0620-5328	POLC MOBL COMPUT COMM FEE	27,098.00	14,756.00	2,352.00	31,680.00	22,000.00	31,680.00
5-0620-5329	POSTAGE & SHIPPING	49.00	64.00	397.00	500.00	400.00	500.00
5-0620-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0620-5339	OTHER CONTRACTUAL SERVCS.	6,988.00	11,830.00	21,256.00	13,600.00	13,600.00	13,600.00
5-0620-5340	TRAINING CONFERENCES	5,956.00	27,281.00	17,374.00	14,500.00	16,000.00	16,000.00
5-0620-5341	OTHER TRAINING	3,325.00	3,949.00	2,696.00	3,900.00	1,500.00	3,900.00
5-0620-5343	PROMOTION TESTING	6,515.00	5,915.00	-	8,000.00	8,000.00	8,000.00
5-0620-5345	TRAVEL	-	1,862.00	523.00	2,000.00	1,500.00	2,000.00
5-0620-5347	MEMBERSHIPS & DUES	1,773.00	350.00	475.00	1,600.00	750.00	1,600.00
5-0620-5349	BOOKS & SUBSCRIPTIONS	1,646.00	1,545.00	1,932.00	2,700.00	2,000.00	2,700.00
5-0620-5350	SOFTWARE PURCHASES	19,696.00	28,408.00	24,412.00	33,000.00	31,500.00	-
5-0620-5351	SOFTWARE SUPPORT CNTRCTS.	-	-	3,000.00	-	-	36,000.00
5-0620-5353	LEGAL ADVERTISING	-	-	-	500.00	-	500.00
5-0620-5354	PRINTING	627.00	351.00	847.00	100.00	75.00	100.00
5-0620-5355	INSURANCE	23,028.00	77,338.00	88,318.00	80,000.00	80,000.00	80,000.00
5-0620-5357	EQUIPMENT RENTAL	42.00	32.00	21.00	-	-	-
5-0620-5365	CLAIM SETTLEMENTS	-	-	-	-	-	-
5-0620-5377	POLICE TASK FORCE EXPENSE	-	-	-	-	-	-
5-0620-5378	MISC. OTHER SERV. & CHGS.	5,775.00	5,032.00	3,065.00	7,000.00	7,200.00	7,000.00
5-0620-5379	MISC. SERVICES/GRANTS	26,607.00	-	-	-	-	-
	TOTAL OTHER SERVICES/CHARGES	198,899.00	289,488.00	294,100.00	316,580.00	354,025.00	327,080.00
	TOTAL PATROL	3,872,159.93	4,335,962.00	4,729,808.00	4,676,066.54	4,884,504.88	4,923,321.28

CRIMINAL INVESTIGATIONS

PERSONAL SERVICES	513,709
MATERIAL AND SUPPLIES	20,000
OTHER SERVICES AND SUPPLIES	65,000
TOTAL CRIMINAL INVESTIGATIONS	598,709
% OVER LAST YEAR	-1.12%
# OFFICERS BUDGETED	6 FT 1 PT



**CRIMINAL INVESTIGATION
DEPT 630**

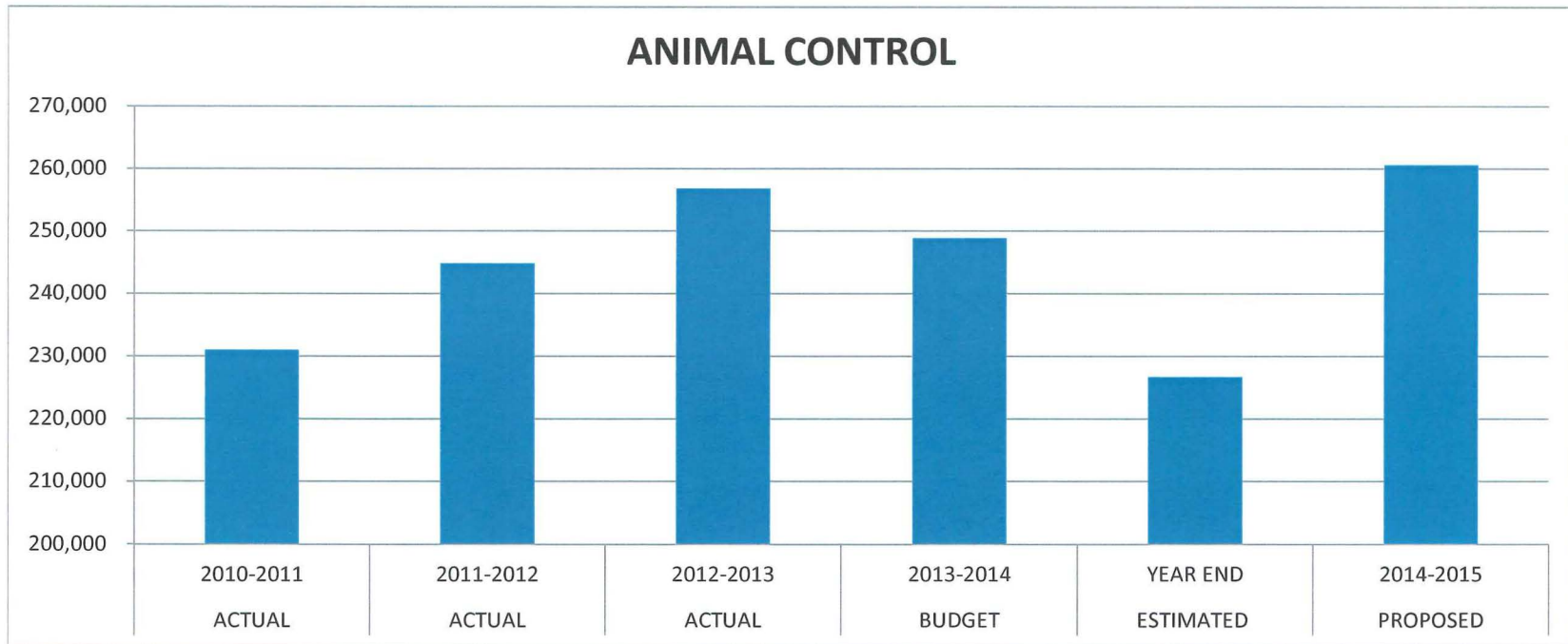
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0630-5101	REGULAR SALARIES	302,450	282,050	325,625	317,951	317,941	330,207
5-0630-5102	OVERTIME	21,009	26,661	24,595	25,000	25,000	25,000
5-0630-5103	PART TIME SALARIES	3,649	-	-	8,500	7,500	-
5-0630-5104	LONGEVITY	5,822	4,985	5,480	5,429	5,429	5,500
5-0630-5105	SKILLS INCENTIVES	5,487	2,947	3,084	3,224	3,224	3,225
5-0630-5106	EDUCATIONAL INCENTIVES	2,970	2,651	3,370	3,125	3,125	3,370
5-0630-5111	FICA	240	2,303	2,497	2,500	2,497	2,500
5-0630-5112	MEDICARE	2,976	3,681	4,257	5,303	5,252	5,326
5-0630-5113	HEALTH INSURANCE	39,837	30,209	41,315	39,718	38,136	39,565
5-0630-5114	LIFE INSURANCE	434	301	417	576	576	576
5-0630-5115	OMRF RETIREMENT	8,834	8,888	9,624	9,147	7,687	7,760
5-0630-5116	POLICE PENSION	-	33,037	38,204	35,583	35,583	36,661
5-0630-5119	STATE ON BEHALF OF PAY	-	30,372	30,372	31,283	31,283	31,283
5-0630-5130	CLOTHING ALLOWANCE	-	-	-	5,000	5,000	5,000
5-0630-5140	TUITION ASSISTANCE	-	5,000	5,000	-	-	-
5-0630-5150	OTHER BENEFITS	1,400	2,400	2,880	2,880	2,880	2,880
5-0630-5155	WORKER'S COMPENSATION	12,502	11,778	16,499	14,857	14,857	14,857
	TOTAL PERSONAL SERVICES	407,610	447,263	513,219	510,076	505,970	513,709
5-0630-5201	OFFICE & COMPUTR SUPPLIES	2,313	3,282	3,099	4,000	2,800	4,000
5-0630-5203	FOOD & KITCHEN SUPPLIES	-	-	-	-	-	-
5-0630-5205	UNIFORMS AND CLOTHING	-	-	-	400	100	400
5-0630-5210	FUEL, OIL & LUBRICANTS	8,654	10,158	12,011	10,000	11,150	11,000
5-0630-5215	CHEMICALS	-	-	540	800	550	800
5-0630-5220	TOOLS & MINOR EQUIPMENT	780	789	1,366	1,800	750	2,000
5-0630-5224	EQUIPMENT PARTS & SUPPLIES	-	-	-	-	-	-
5-0630-5250	OTHER MATERIALS&SUPPLIES	672	1,379	589	1,800	1,250	1,800
	TOTAL MATERIALS AND SUPPLIES	12,419	15,608	17,605	18,800	16,600	20,000

**CRIMINAL INVESTIGATION
DEPT 630**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0630-5303	REPAIR & MAINT. - EQUIP.	34	25	-	400	-	400
5-0630-5304	REPAIR & MAINT.-VEHICLES	215	1,400	1,992	2,000	5,500	2,000
5-0630-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0630-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0630-5317	MEDICAL SERVICES	-	-	-	150	-	150
5-0630-5320	NATURAL GAS	850	772	813	850	800	850
5-0630-5321	ELECTRICITY	4,241	5,660	4,678	5,700	4,800	5,700
5-0630-5325	TELEPHONE	4,815	3,946	4,432	5,500	4,500	7,500
5-0630-5328	COPY USAGE EXPENSE	-	-	-	-	-	-
5-0630-5329	POSTAGE & SHIPPING	-	-	-	-	-	-
5-0630-5335	TEMPORARY LABOR SERVICES	8,920	15,900	20,000	20,000	8,335	-
5-0630-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0630-5339	OTHER CONTRACTUAL SERV	-	-	-	2,300	7,500	2,300
5-0630-5340	TRAINING CONFERENCES	2,870	3,897	4,730	5,000	4,800	6,000
5-0630-5341	OTHER TRAINING	-	-	-	-	-	-
5-0630-5347	MEMBERSHIPS & DUES	200	125	50	1,000	250	1,000
5-0630-5350	SOFTWARE PURCHASES	-	-	-	-	-	-
5-0630-5351	SOFTWARE SUPPORT CNTRCTS.	17,639	18,150	20,706	28,000	23,000	31,000
5-0630-5354	PRINTING	-	-	-	200	193	200
5-0630-5355	INSURANCE	1,502	4,872	5,402	5,400	5,400	5,400
5-0630-5357	EQUIPMENT RENTAL	26	25	146	500	225	500
5-0630-5378	MISC. OTHER SERV. & CHGS.	407	414	1,370	2,000	1,700	2,000
	TOTAL OTHER SERVICES/CHARGES	41,719	55,186	64,319	76,600	67,003	65,000
	TOTAL CRIMINAL INVEASTIGATION	461,748	518,057	595,143	605,476	589,573	598,709

ANIMAL CONTROL

PERSONAL SERVICES	198,685
MATERIAL AND SUPPLIES	29,200
OTHER SERVICES AND SUPPLIES	32,800
TOTAL ANIMAL CONTROL	260,685
% OVER LAST YEARS BUDGET	4.75%
# EMPLOYEES	4



**ANIMAL CONTROL
DEPT 640**

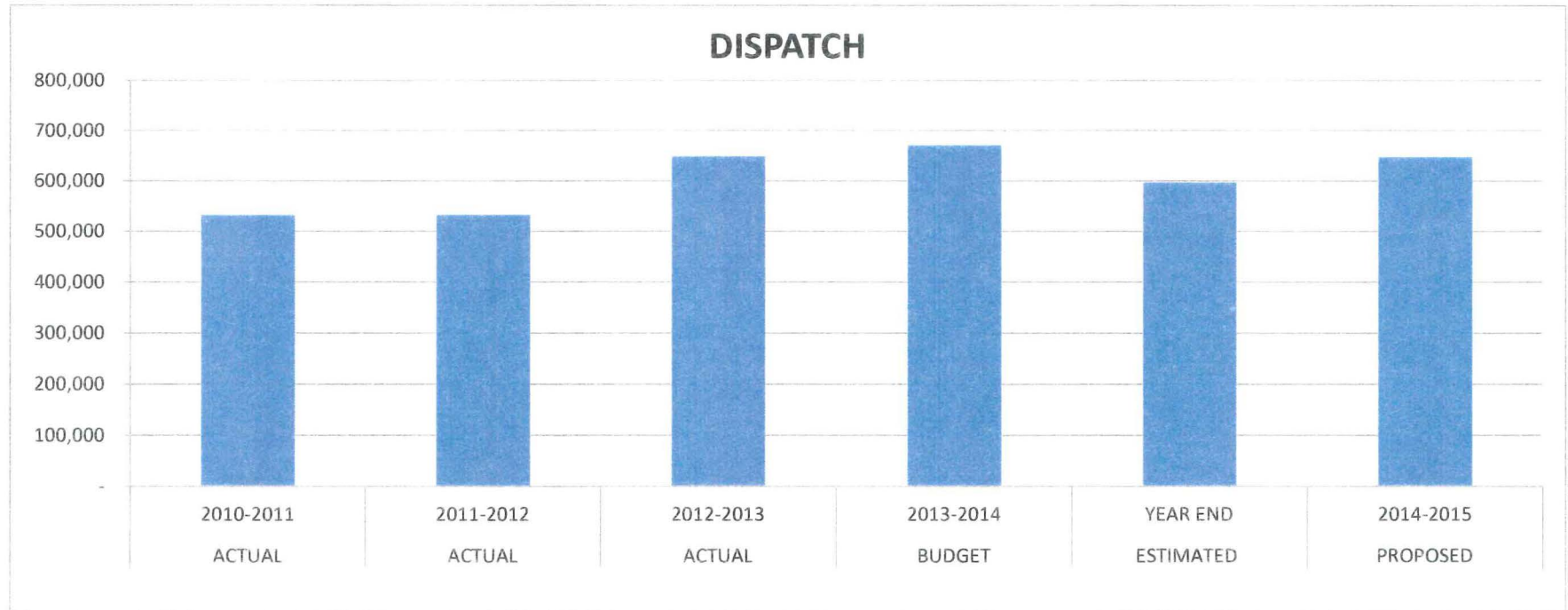
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0640-5101	REGULAR SALARIES	125,685	128,101	138,844	131,781	121,383	125,209
5-0640-5102	OVERTIME	2,042	3,490	5,102	4,000	3,800	5,000
5-0640-5104	LONGEVITY	2,235	2,345	2,282	2,371	2,400	2,400
5-0640-5105	SKILLS INCENTIVES	604	630	640	666	666	670
5-0640-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-0640-5111	FICA	7,254	7,979	8,673	8,607	7,951	8,263
5-0640-5112	MEDICARE	1,696	1,866	2,028	2,013	1,860	1,933
5-0640-5113	HEALTH INSURANCE	20,401	18,694	22,914	21,166	21,786	29,660
5-0640-5114	LIFE INSURANCE	316	212	255	384	384	384
5-0640-5115	OMRF RETIREMENT	29,529	30,442	33,210	28,563	23,229	22,354
5-0640-5145	UNEMP COMPENSATION	7,192	324	-	-	-	-
5-0640-5155	WORKMANS COMP	-	4,731	3,887	2,812	2,812	2,812
	TOTAL PERSONAL SERVICES	196,954	198,814	217,835	202,362	186,271	198,685
5-0640-5201	OFFICE & COMPUTR SUPPLIES	188	659	364	400	375	400
5-0640-5205	UNIFORMS AND CLOTHING	1,618	1,337	1,273	1,500	1,400	3,000
5-0640-5210	FUEL, OIL & LUBRICANTS	8,511	9,574	9,868	8,700	8,500	8,700
5-0640-5215	CHEMICALS	1,309	1,107	1,875	2,000	1,500	7,500
5-0640-5220	TOOLS & MINOR EQUIPMENT	1,388	1,281	1,078	1,600	1,350	1,600
5-0640-5224	EQUIPMENT PARTS & SUPPLIES	-	-	-	-	-	-
5-0640-5250	OTHER MATERIALS&SUPPLIES	1,056	1,649	1,158	2,500	2,400	8,000
	TOTAL MATERIALS AND SUPPLIES	14,070	15,607	15,616	16,700	15,525	29,200
5-0640-5302	REPAIR & MAINT. - BLDGS.	437	4,868	1,396	2,000	1,600	2000
5-0640-5303	REPAIR & MAINT. - EQUIP.	195	385	38	200	85	200
5-0640-5304	REPAIR & MAINT.-VEHICLES	2,375	5,001	-	2,750	1,200	2750
5-0640-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0640-5311	AUDITING SERVICES	-	-	-	-	-	-

**ANIMAL CONTROL
DEPT 640**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0640-5317	MEDICAL SERVICES	2,100	-	-	400	-	400
5-0640-5320	NATURAL GAS	2,654	1,934	2,783	2,500	3,000	3000
5-0640-5321	ELECTRICITY	2,919	4,514	3,637	5,500	4,000	5500
5-0640-5325	TELEPHONE	1,233	1,513	1,720	1,600	1,720	1600
5-0640-5326	PAGERS	-	-	-	-	-	-
5-0640-5329	POSTAGE & SHIPPING	-	1	-	-	10	-
5-0640-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0640-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0640-5339	OTHER CONTRACTUAL SERVCS.	836	240	63	1,750	250	1750
5-0640-5340	TRAINING CONFERENCES	1,459	1,185	771	1,500	800	3000
5-0640-5347	MEMBERSHIPS & DUES	-	-	-	-	-	-
5-0640-5354	PRINTING	495	460	135	500	150	500
5-0640-5355	INSURANCE	3,475	8,986	10,525	9,000	10,000	10000
5-0640-5357	EQUIPMENT RENTAL	15	13	9	400	50	400
5-0640-5378	MISC. OTHER SERV. & CHGS.	1,779	1,326	2,327	1,700	2,000	1700
	TOTAL OTHER SERVICES/CHARGES	19,972	30,426	23,404	29,800	24,865	32,800
	TOTAL ANIMAL CONTROL	230,996	244,847	256,855	248,862	226,661	260,685

DISPATCH

PERSONAL SERVICES	627,046
MATERIAL AND SUPPLIES	3,300
OTHER SERVICES AND SUPPLIES	17,070
TOTAL DISPATCH	647,416
% OVER LAST YEAR BUDGET	-3.45%
# EMPLOYEES	13



DISPATCH
DEPT 660

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0660-5101	REGULAR SALARIES	317,346	331,835	406,187	422,282	404,942	457,764
5-0660-5102	OVERTIME	39,527	30,551	48,454	30,000	45,000	30,000
5-0660-5103	PART TIME SALARIES	1,847	-	262	10,000	500	10,000
5-0660-5104	LONGEVITY	1,193	1,336	1,221	1,340	788	800
5-0660-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0660-5106	EDUCATIONAL INCENTIVES	1,353	1,546	883	1,400	750	750
5-0660-5111	FICA	20,912	21,842	27,479	28,831	28,023	30,957
5-0660-5112	MEDICARE	4,891	5,108	6,427	6,743	6,554	7,240
5-0660-5113	HEALTH INSURANCE	38,915	35,445	40,932	43,000	42,000	41,958
5-0660-5114	LIFE INSURANCE	1,215	578	717	1,152	1,248	1,248
5-0660-5115	OMRF RETIREMENT	80,989	81,340	97,362	106,955	53,427	42,245
5-0660-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0660-5145	UMEMPLOYMENT COMPENSATION	-	1,324	4,574	-	-	-
5-0660-5150	OTHER BENEFITS	480	480	520	480	480	480
5-0660-5155	WORKER'S COMPENSATION	14,166	13,345	4,123	3,603	3,603	3,603
	TOTAL PERSONAL SERVICES	522,834	524,730	639,141	655,786	587,315	627,046
5-0660-5201	OFFICE & COMPUTR SUPPLIES	1,443	1,589	1,663	1,500	872	1,500
5-0660-5220	TOOLS & MINOR EQUIPMENT	-	-	-	300	300	300
5-0660-5250	OTHER MATERIALS&SUPPLIES	826	470	1,321	1,500	1,250	1,500
	TOTAL MATERIALS AND SUPPLYS	2,269	2,059	2,984	3,300	2,422	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	50	250
5-0660-5325	TELEPHONE	4,797	3,736	3,900	6,000	4,058	6,000
5-0660-5326	PAGERS	-	-	-	-	-	-
5-0660-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0660-5339	OTHER CONTRACTUAL SERVCS.	-	-	-	-	-	-

DISPATCH DEPT 660							
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0660-5340	TRAINING CONFERENCES	1,621	1,352	1,442	2,500	405	8,100
5-0660-5345	TRAVEL		-	-	-		-
5-0660-5347	MEMBERSHIPS & DUES	92	-	222	420	420	420
5-0660-5349	BOOKS & SUBSCRIPTIONS	-	-	-	-		-
5-0660-5354	PRINTING		-		-		-
5-0660-5355	INSURANCE	-	482	558	500	500	500
5-0660-5357	EQUIPMENT RENTAL	416	348	236	350	-	350
5-0660-5378	MISC. OTHER SERV. & CHGS.	125	5	-	250	250	250
	TOTAL OTHER SERVICES/CHARGES	7,051	5,923	6,358	11,470	6,883	17,070
	TOTAL DISPATCH	532,154	532,712	648,483	670,556	596,620	647,416

UNZNER
650

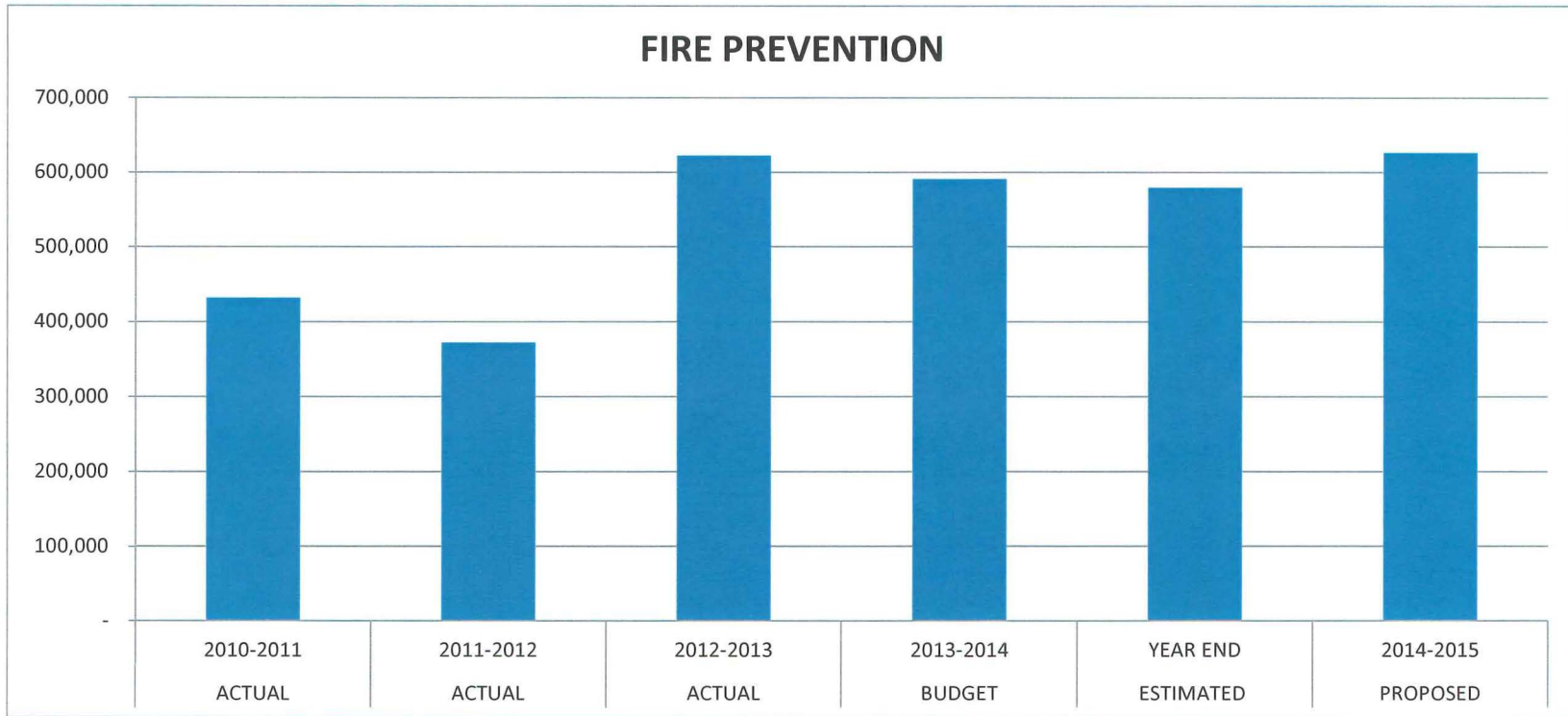
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 21013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0650-5101	REGULAR SALARIES	-	14,806	50,612	38,063	38,063	36,249
5-0650-5102	OVERTIME	-	-	-	-	-	-
5-0650-5103	PART TIME SALARIES	-	2,303	-	12,000	12,000	15,000
5-0650-5104	LONGEVITY	-	-	-	-	-	-
5-0650-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0650-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-0650-5111	FICA	-	1,026	2,970	2,103	2,103	3,177
5-0650-5112	MEDICARE	-	240	695	726	726	743
5-0650-5113	HEALTH INSURANCE	-	-	4,878	3,504	3,504	4,262
5-0650-5114	LIFE INSURANCE	-	21	64	96	96	96
5-0650-5115	OMRF RETIREMENT	-	2,763	7,893	7,967	7,967	1,050
5-0650-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0650-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-0650-5150	OTHER BENEFITS	-	-	-	-	-	-
5-0650-5155	WORKER'S COMPENSATION	-	-	2,071	1,329	1,329	1,329
	TOTAL PERSONAL SERVICES	-	21,159	69,183	65,787	65,787	61,907
5-0650-5201	OFFICE & COMPUTR SUPPLIES	-	604	1,652	6,000	6,000	6,000
5-0650-5220	TOOLS & MINOR EQUIPMENT	-	-	-	-	-	-
5-0650-5250	OTHER MATERIALS&SUPPLIES	-	-	-	-	-	-
	TOTAL MATERIALS AND SUPPLYS	-	604	1,652	6,000	6,000	6,000
5-0650-5302	REPAIR & MAINT. - BLDGS.	-	-	-	-	-	-
5-0650-5303	REPAIR & MAINT. - EQUIP.	-	-	107	-	-	-
5-0650-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0650-5317	MEDICAL SERVICES	-	107	1,094	250	250	250
5-0650-5325	TELEPHONE	-	468	-	1,000	1,000	1,000

**UNZNER
650**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 21013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0650-5326	PAGERS	-	-	-	-	-	-
5-0650-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0650-5339	OTHER CONTRACTUAL SERVCS.	-	-	-	-	-	-
5-0650-5340	TRAINING CONFERENCES	-	-	7,818	3,500	3,500	3,500
5-0650-5345	TRAVEL	-	-	-	1,000	1,000	1,000
5-0650-5347	MEMBERSHIPS & DUES	-	-	135	-	-	-
5-0650-5360	RENT/UTILITIES	-	3,806	54	9,932	9,932	9,932
5-0650-5354	PRINTING	-	199	-	500	500	500
5-0650-5357	EQUIPMENT RENTAL	-	-	8,254	-	-	-
5-0650-5378	MISC. OTHER SERV. & CHGS.	-	1,659	1,912	1,382	7,525	7,525
	TOTAL OTHER SERVICES/CHARGES	-	6,239	19,374	23,707	23,707	23,707
	TOTAL UNZNER	-	28,002	90,209	95,493	95,494	91,614

FIRE PREVENTION

PERSONAL SERVICES	588,367
MATERIAL AND SUPPLIES	14,550
OTHER SERVICES AND SUPPLIES	23,150
TOTAL FIRE PREVENTION	626,067
% OVER LAST YEARS BUDGET	5.95%
# EMPLOYEES	4



**FIRE PREVENTION
DEPT 710**

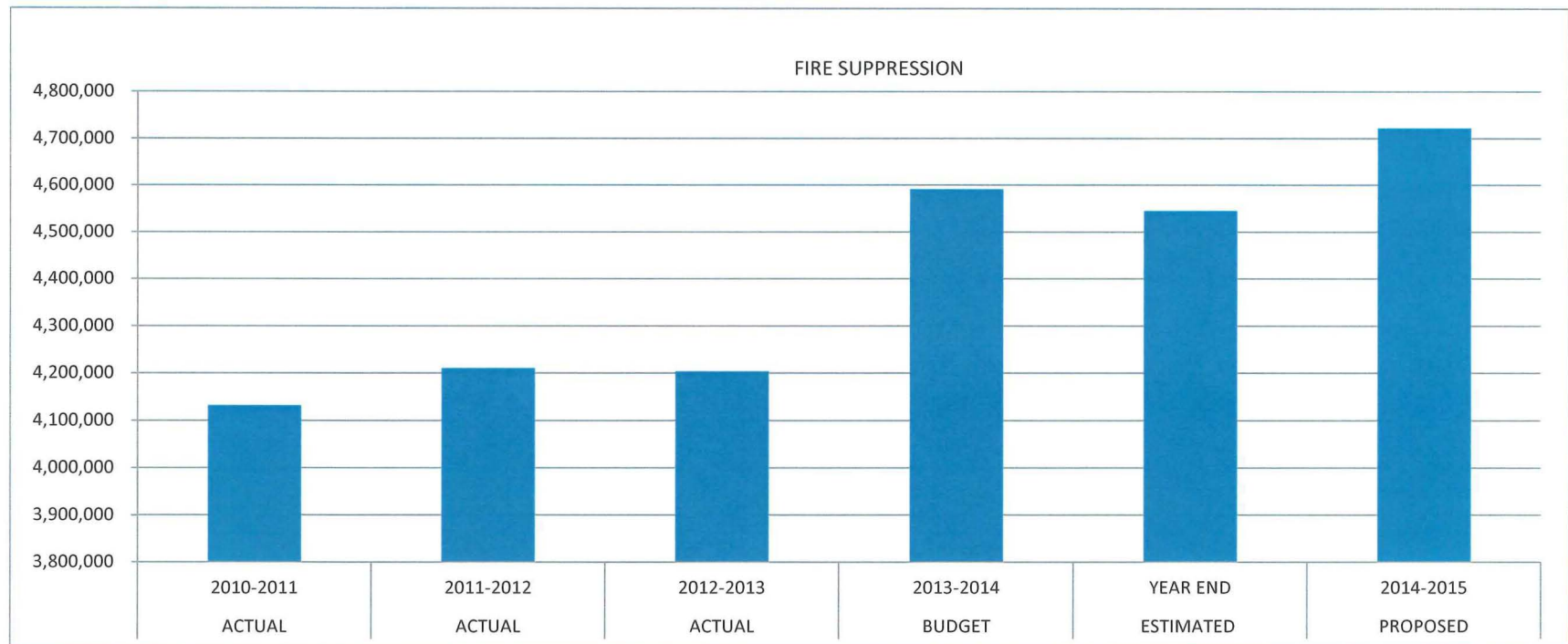
Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
REGULAR SALARIES	244,670	253,745	385,403	342,331	342,331	369,720
OVERTIME	1,431	959	2,226	3,000	2,300	3,000
LONGEVITY	6,651	7,162	8,962	7,966	8,962	8,962
SKILLS INCENTIVES	10,965	10,561	10,590	8,986	10,590	10,590
EDUCATIONAL INCENTIVES	1,960	1,966	1,955	2,000	2,000	2,000
FICA	2,205	2,295	2,446	2,790	2,790	2,604
MEDICARE	2,659	2,824	4,692	5,282	5,282	5,717
HEALTH INSURANCE	25,800	21,269	34,010	32,459	31,320	37,335
LIFE INSURANCE	316	229	337	480	480	480
OMRF RETIREMENT	9,036	8,960	14,289	5,767	12,670	17,528
FIREFIGHTERS PENSION	85,957	30,312	43,284	52,150	45,610	46,438
STATE ON BEHALF OF PAY	-	-	61,956	61,956	61,956	61,956
TUITION ASSISTANCE	-	-	-	1,500	-	1,500
OTHER BENEFITS	1,920	1,920	1,920	1,920	1,920	1,920
WORKER'S COMPENSATION	10,210	10,493	22,246	18,617	18,617	18,617
TOTAL PERSONAL SERVICES	403,780	352,695	594,316	547,205	546,828	588,367
OFFICE & COMPUTR SUPPLIES	135	790	132	1,250	850	1,250
UNIFORMS AND CLOTHING	-	-	-	1,500	-	-
FUEL, OIL & LUBRICANTS	7,866	7,797	10,411	10,500	9,000	10,500
TOOLS & MINOR EQUIPMENT	-	-	-	500	-	-
AMMO/SPECIAL TRAINING	-	687	-	800	800	800
OTHER MATERIALS&SUPPLIES	648	600	971	1,000	1,800	2,000
TOTAL MATERIALS AND SUPPLIES	8,649	9,874	11,514	15,550	12,450	14,550

**FIRE PREVENTION
DEPT 710**

Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
REPAIR & MAINT. - BLDGS.	7,211	1,131	5,758	8,000	6,000	8,000
REPAIR & MAINT.-VEHICLES	218	32	-	500	-	-
EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
AUDITING SERVICES	-	-	-	-	-	-
NATURAL GAS	1,157	116	434	1,200	850	1,200
ELECTRICITY	636	849	702	1,000	800	1,000
TELEPHONE	2,310	2,038	1,777	2,500	1,800	2,500
PAGERS	-	-	-	-	-	-
COPY USAGE EXPENSE	343	675	506	850	600	850
POSTAGE & SHIPPING	-	119	82	100	-	100
OTHER CONTRACTUAL SERVS.	-	-	-	-	-	-
TRAINING CONFERENCES	380	543	1,575	4,500	2,500	2,500
OTHER TRAINING	550	-	-	-	-	-
MEMBERSHIPS & DUES	276	151	290	1,000	500	1,000
BOOKS & SUBSCRIPTIONS	1,786	1,405	3,832	4,000	4,000	2,000
SOFTWARE PURCHASES	-	-	-	-	-	-
SOFTWARE SUPPORT CNTRCTS.	-	-	-	-	-	-
PRINTING	-	-	-	-	-	-
INSURANCE	231	439	268	750	750	750
EQUIPMENT RENTAL	2,271	1,897	1,289	1,750	1,200	1,750
MISC. OTHER SERVICES & CHARGES	2,111	403	265	2,000	1,200	1,500
TOTAL OTHER SERVICES/CHARGES	19,480	9,798	16,778	28,150	20,200	23,150
TOTAL FIRE PREVENTION	431,909	372,367	622,608	590,905	579,478	626,067

FIRE SUPPRESSION

PERSONAL SERVICES	4,278,457
MATERIAL AND SUPPLIES	158,000
OTHER SERVICES AND SUPPLIES	285,150
TOTAL FIRE PREVENTION	4,721,607
% OVER LAST YEARS BUDGET	2.85%
# EMPLOYEES	48



**FIRE SUPPRESSION
DEPT 720**

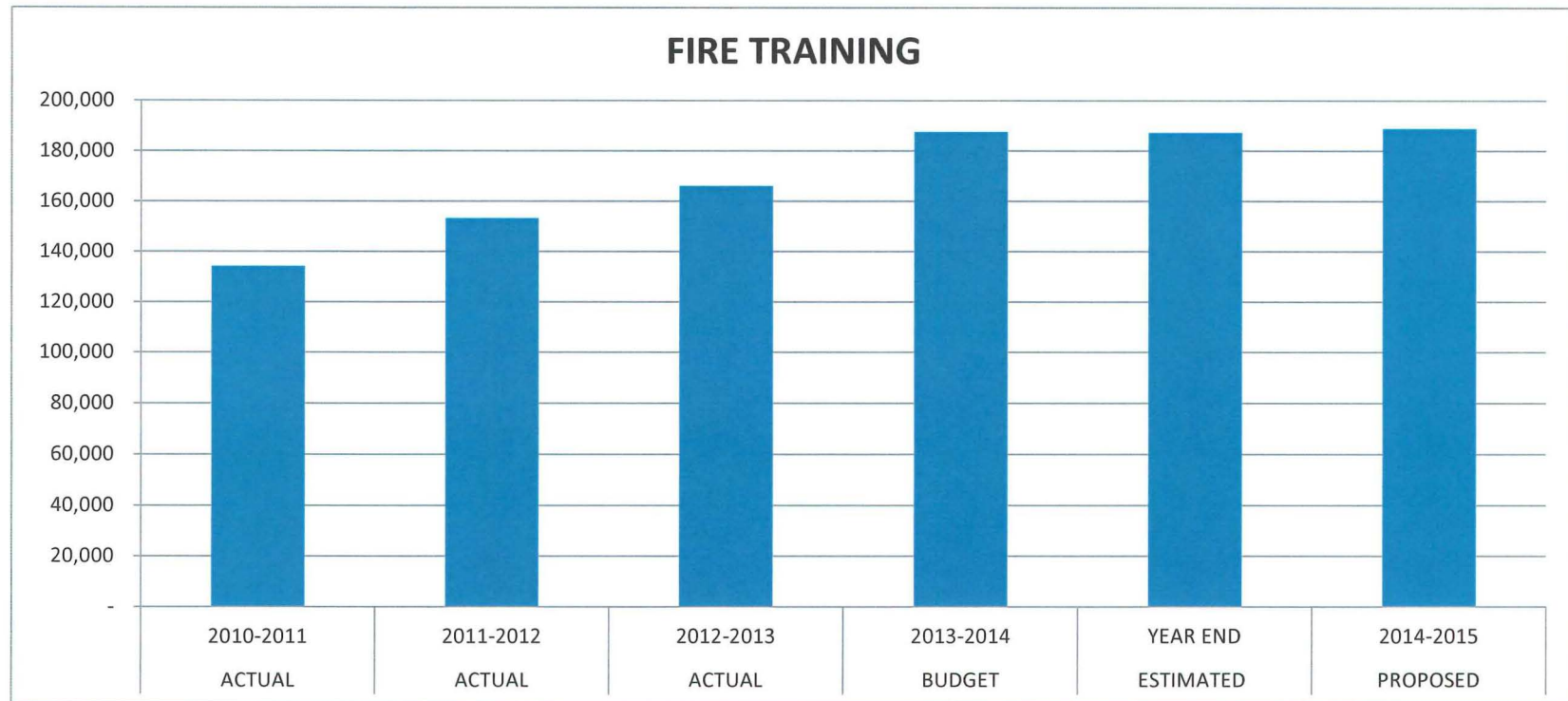
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0720-5101	REGULAR SALARIES	2,150,903	2,173,362	2,102,608	2,307,584	2,290,206	2,387,746
5-0720-5102	OVERTIME	537,905	472,036	465,686	420,000	410,000	430,000
5-0720-5104	LONGEVITY	2,305	1,387	-	2,400	-	-
5-0720-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0720-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-0720-5111	FICA	-	-	-	-	-	-
5-0720-5112	MEDICARE	32,700	33,313	34,467	39,585	39,153	40,857
5-0720-5113	HEALTH INSURANCE	253,968	203,365	239,646	250,648	249,781	266,040
5-0720-5114	LIFE INSURANCE	3,535	2,381	2,761	3,936	3,800	4,608
5-0720-5115	OMRF RETIREMENT	-	-	-	28,138	-	-
5-0720-5117	FIREFIGHTERS PENSION	945,326	388,387	327,437	354,898	378,029	383,731
5-0720-5119	STATE ON BEHALF OF PAY	-	604,668	806,889	604,668	604,668	604,668
5-0720-5140	TUITION ASSISTANCE	3,120	4,581	2,934	5,000	5,000	5,000
5-0720-5145	UNEMPLOYMENT INSURANCE	-	-	-	-	-	-
5-0720-5150	OTHER BENEFITS	720	480	-	-	-	-
5-0720-5155	WORKER'S COMPENSATION	202,987	189,831	152,737	155,807	155,807	155,807
	TOTAL PERSONAL SERVICES	3,896,923	3,896,923	3,896,923	4,172,663	4,136,443	4,278,457
5-0720-5201	OFFICE & COMPUTR SUPPLIES	317	1,593	838	3,000	3,000	3,000
5-0720-5203	FOOD & KITCHEN SUPPLIES	1,947	3,261	2,527	2,500	2,500	2,500
5-0720-5205	UNIFORMS AND CLOTHING	51,952	59,856	55,233	76,500	72,500	78,000
5-0720-5210	FUEL, OIL & LUBRICANTS	38,656	36,537	41,736	47,500	43,500	48,500
5-0720-5216	MEDICAL SUPPLIES	-	914	-	600	-	-
5-0720-5220	TOOLS & MINOR EQUIPMENT	7,033	17,044	12,189	13,000	13,000	13,000
5-0720-5250	OTHER MATERIALS&SUPPLIES	5,796	11,119	7,668	12,500	12,500	13,000
	TOTAL MATERIALS AND SUPPLIES	105,701	130,324	120,191	155,600	147,000	158,000
5-0720-5301	EQUIPMENT MAINT CONTRACT	-	4,170	3,098	7,500	7,500	9,500
5-0720-5302	REPAIR & MAINT. - BLDGS.	161	2,365	8,942	8,000	6,000	9,500
5-0720-5303	REPAIR & MAINT. - EQUIP.	3,242	10,252	11,759	17,000	20,000	18,000

**FIRE SUPPRESSION
DEPT 720**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0720-5304	REPAIR & MAINT.-VEHICLES	46,586	46,564	15,726	60,000	60,000	60,000
5-0720-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0720-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0720-5317	MEDICAL SERVICES	18,038	18,810	20,433	25,000	25,000	25,000
5-0720-5320	NATURAL GAS	6,973	6,571	6,775	11,000	8,000	11,000
5-0720-5321	ELECTRICITY	8,599	11,320	9,436	11,000	9,500	11,000
5-0720-5325	TELEPHONE	5,818	6,919	8,424	6,500	11,150	12,500
5-0720-5326	PAGERS	-	-	-	-	-	-
5-0720-5328	COPY USAGE EXPENSE	57	-	-	-	-	-
5-0720-5329	POSTAGE & SHIPPING	531	24	236	1,400	1,400	1,400
5-0720-5336	JANITORIAL SERVICES	3,286	6,877	7,479	8,000	8,000	8,000
5-0720-5339	OTHER CONTRACTUAL SERVC.	16,162	31,639	27,319	33,000	35,000	43,500
5-0720-5340	TRAINING CONFERENCES	168	735	229	7,000	5,000	7,000
5-0720-5341	OTHER TRAINING	698	192	6,627	-	-	-
5-0720-5345	TRAVEL	-	-	-	-	-	-
5-0720-5347	MEMBERSHIPS & DUES	4,039	3,656	3,309	5,000	4,350	6,000
5-0720-5349	BOOKS & SUBSCRIPTIONS	349	184	264	500	200	500
5-0720-5350	SOFTWARE PURCHASES	-	-	2,948	2,500	2,500	2,500
5-0720-5353	LEGAL ADVERTISING	-	-	127	400	-	400
5-0720-5354	PRINTING	-	-	-	850	-	850
5-0720-5355	INSURANCE	6,895	32,869	52,700	49,500	49,500	49,500
5-0720-5357	EQUIPMENT RENTAL	443	970	129	500	100	500
5-0720-5378	MISC. OTHER SERV. & CHGS.	7,484	3,601	3,742	8,000	8,000	8,500
	TOTAL OTHER SERVICES/CHARGES	129,529	183,548	186,604	262,650	261,200	285,150
	TOTAL FIRE SUPPRESSION	4,132,153	4,210,795	4,203,718	4,590,913	4,544,643	4,721,607

FIRE TRAINING

PERSONAL SERVICES	120,123
MATERIAL AND SUPPLIES	4,800
OTHER SERVICES AND SUPPLIES	64,000
TOTAL FIRE TRAINING	188,923
% OVER LASTS YEARS BUDGET	0.66%
# EMPLOYEES	1



**FIRE TRAINING
DEPT 730**

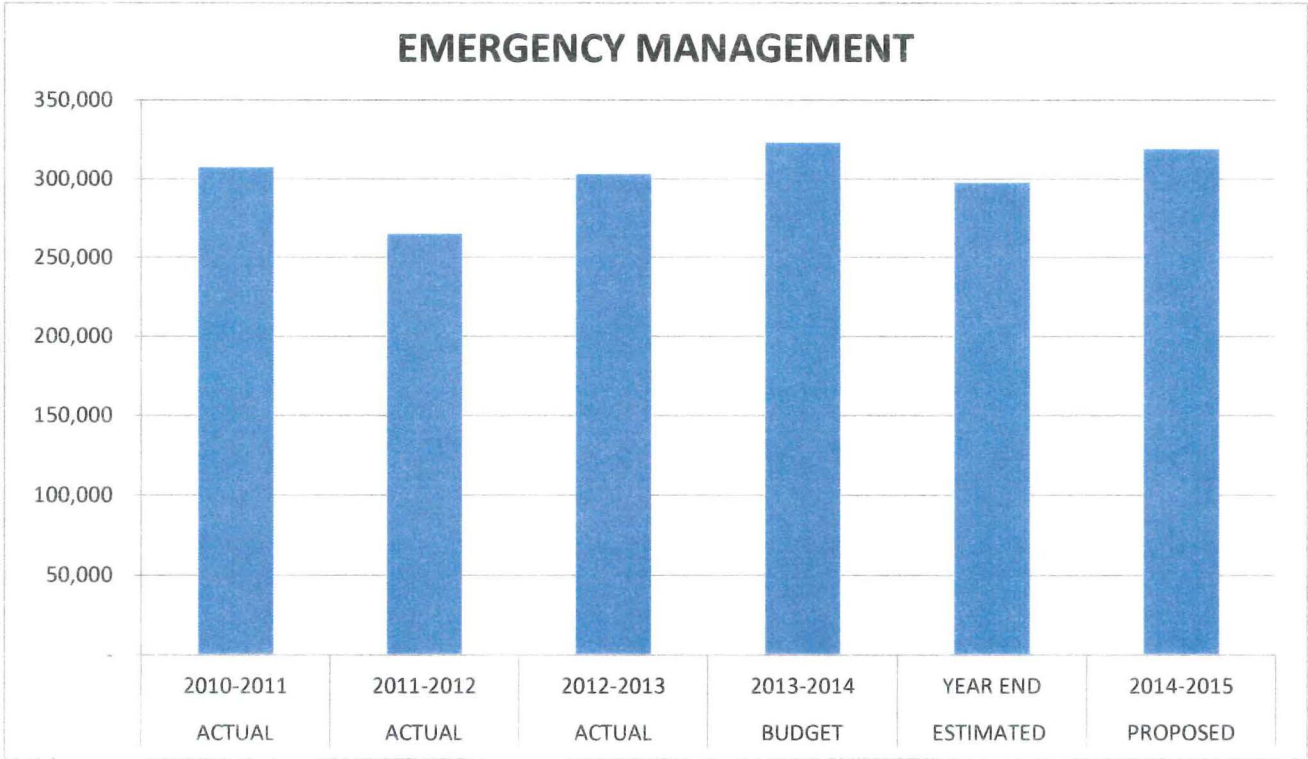
Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0730-5101	REGULAR SALARIES	68,577	68,791	73,047	72,899	72,899	75,165
5-0730-5102	OVERTIME	-	-	-	-	-	-
5-0730-5104	LONGEVITY	1,196	1,287	1,386	1,300	1,300	1,400
5-0730-5105	SKILLS INCENTIVES	2,607	2,614	2,610	2,600	2,600	2,700
5-0730-5106	EDUCATIONAL INCENTIVES	501	502	501	500	500	500
5-0730-5111	FICA	-	-	-	-	-	-
5-0730-5112	MEDICARE	1,012	1,042	1,086	1,121	1,121	1,157
5-0730-5113	HEALTH INSURANCE	6,612	5,285	6,500	6,000	6,000	6,000
5-0730-5114	LIFE INSURANCE	79	57	70	96	96	96
5-0730-5117	FIREFIGHTERS PENSION	25,033	27,830	10,001	10,822	10,822	11,167
5-0730-5119	STATE ON BEHALF OF PAY	-	-	15,612	15,612	15,612	15,612
5-0730-5140	TUITION ASSISTANCE	-	-	-	1,000	-	1,000
5-0730-5150	OTHER BENEFITS	720	720	726	720	720	720
5-0730-5155	WORKER'S COMPENSATION	2,642	2,489	5,055	4,606	4,606	4,606
	TOTAL PERSONAL SERVICES	108,979	110,617	116,594	117,276	116,276	120,123
5-0730-5201	OFFICE & COMPUTR SUPPLIES	(82)	193	680	1,800	900	1,800
5-0730-5203	FOOD & KITCHEN SUPPLIES	-	-	-	-	-	-
5-0730-5205	UNIFORMS AND CLOTHING	-	-	-	-	-	-
5-0730-5210	FUEL, OIL & LUBRICANTS	728	1,282	1,932	3,000	1,500	3,000
	TOTAL MATERIALS AND SUPPLIES	646	1,475	2,612	4,800	2,400	4,800
5-0730-5302	REPAIR & MAINT. - BLDGS.	728	1,531	8,261	8,500	12,000	10,500
5-0730-5304	REPAIR & MAINT.-VEHICLES	1,762	-	-	-	530	-

**FIRE TRAINING
DEPT 730**

Account Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0730-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0730-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0730-5317	MEDICAL SERVICES	-	10	-	-	-	-
5-0730-5325	TELEPHONE	607	593	709	1,000	850	1,000
5-0730-5329	POSTAGE AND SHIPPING	-	-	-	-	-	-
5-0730-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0730-5339	OTHER CONTRACTUAL SERVCS.	-	-	-	-	-	-
5-0730-5340	TRAINING CONFERENCES	250	4,315	2,380	6,500	4,400	6,500
5-0730-5341	OTHER TRAINING	20,927	31,569	32,480	42,500	47,500	40,000
5-0730-5347	MEMBERSHIPS & DUES	26	26	200	1,100	-	-
5-0730-5350	SOFTWARE PURCHASES	-	-	-	2,000	-	2,000
5-0730-5351	SOFTWARE SUPPORT CNTRCTS.	-	-	-	-	-	-
5-0730-5355	INSURANCE	58	2,446	2,636	3,000	2,800	3,000
5-0730-5357	EQUIPMENT RENTAL	189	158	107	-	-	-
5-0730-5378	MISC. OTHER SERVICES & CHARGES	34	554	162	1,000	500	1,000
	TOTAL OTHER SERVICES & CHARGES	24,581	41,202	46,935	65,600	68,580	64,000
	TOTAL FIRE TRAINING	134,206	153,294	166,141	187,676	187,256	188,923

EMERGENCY MANAGEMENT

PERSONAL SERVICES	203,053
MATERIAL AND SUPPLIES	25,680
OTHER SERVICES AND SUPPLIES	90,225
TOTAL EMERGENCY MANAGEMENT	318,958
% OVER LAST YEARS BUDGET	-1.25%
# EMPLOYEES	3



ACCOUNT NUMBER	EMERGENCY MANAGEMENT DEPT 740	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0740-5101	REGULAR SALARIES	145,889	142,412	141,333	139,445	141,362	147,666
5-0740-5102	OVERTIME	-	-	2,463	1,000	750	1,000
5-0740-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0740-5104	LONGEVITY	1,804	1,960	1,652	1,600	1,540	1,600
5-0740-5105	SKILLS INCENTIVES	4,588	4,601	4,400	4,600	4,576	4,600
5-0740-5106	EDUCATIONAL INCENTIVES	196	251	269	500	500	500
5-0740-5111	FICA	4,362	4,209	4,428	5,300	4,300	4,464
5-0740-5112	MEDICARE	2,057	2,035	2,127	2,134	2,157	1,044
5-0740-5113	HEALTH INSURANCE	10,027	6,755	11,008	10,307	10,292	12,787
5-0740-5114	LIFE INSURANCE	-	135	150	288	288	288
5-0740-5115	OMRF RETIREMENT	18,409	16,778	16,476	9,410	9,410	12,127
5-0740-5117	FIREFIGHTERS PENSION	27,309	30,545	10,172	9,880	1,025	10,349
5-0740-5119	STATE ON BEHALF OF PAY	-	(29,652)	17,772	17,772	17,772	1,772
5-0740-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0740-5145	UNEMPLOYMENT INSURANCE	-	-	-	-	-	-
5-0740-5150	OTHER BENEFITS	1,140	1,080	960	1,150	1,150	1,150
5-0740-5155	WORKER'S COMPENSATION	7,094	5,809	4,574	3,706	3,706	3,706
	TOTAL PERSONAL	222,875	186,918	217,784	207,091	198,828	203,053
5-0740-5201	OFFICE & COMPUTR SUPPLIES	1,633	1,273	1,985	1,000	3,000	1,000
5-0740-5203	FOOD & KITCHEN SUPPLIES	199	837	582	3,100	750	3,100
5-0740-5205	UNIFORMS AND CLOTHING	361	1,112	1,204	1,050	1,000	1,050
5-0740-5210	FUEL, OIL & LUBRICANTS	4,822	4,624	6,927	7,280	7,000	7,280
5-0740-5220	TOOLS & MINOR EQUIPMENT	1,207	-	649	1,000	-	1,000
5-0740-5221	TOOLS/MINOR EQUIP-EM GRNT	7,709	1,450	-	-	-	-
5-0740-5222	BLDG MATERIALS & SUPPLIES	212	470	175	250	100	250
5-0740-5224	EQUIP. PARTS & SUPPLIES	14,987	10,460	10,515	12,000	10,900	12,000
5-0740-5250	OTHER MATERIALS&SUPPLIES	481	46	813	-	100	-
	TOTAL MATERIALS AND SUPPLIES	31,611	20,272	22,850	25,680	22,850	25,680
5-0740-5301	EQUIP. MAINT. CONTRACTS	-	-	-	5,500	-	5,500
5-0740-5302	REPAIR & MAINT. - BLDGS.	-	-	525	500	2,000	500
5-0740-5303	REPAIR & MAINT. - EQUIP.	16,572	5,850	7,172	9,500	2,500	9,500

ACCOUNT NUMBER	EMERGENCY MANAGEMENT DEPT 740	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0740-5304	REPAIR & MAINT.-VEHICLES	2,153	3,413	882	2,350	1,000	2,350
5-0740-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0740-5314	INSPECTIONS & TESTING	-	-	-	-	-	-
5-0740-5317	MEDICAL SERVICES	5,080	54	-	300	-	300
5-0740-5320	NATURAL GAS	510	463	488	1,325	500	1,325
5-0740-5321	ELECTRICITY	6,985	9,089	8,065	9,700	8,600	9,700
5-0740-5325	TELEPHONE	9,266	10,486	14,200	12,000	11,500	42,000
5-0740-5326	PAGERS	-	-	-	-	-	-
5-0740-5328	COPY USAGE EXPENSE	440	750	1,260	1,500	2,000	1,500
5-0740-5329	POSTAGE & SHIPPING	(1,142)	358	415	500	250	500
5-0740-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-0740-5339	TEMPORARY LABOR SERVICES	-	-	-	2,900	-	2,900
5-0740-5340	TRAINING CONFERENCES	80	644	1,224	2,550	3,000	2,550
5-0740-5341	OTHER TRAINING	85	-	80	1,400	-	1,400
5-0740-5345	TRAVEL	-	-	1,277	-	-	-
5-0740-5347	MEMBERSHIP AND DUES	370	105	125	550	200	550
5-0740-5348	FILING FEES & PERMITS	25	-	-	-	-	-
5-0740-5349	BOOKS & SUBSCRIPTIONS	-	-	-	-	-	-
5-0740-5350	SOFTWARE PURCHASES	572	300	-	700	-	700
5-0740-5351	SOFTWARE SUPPORT CNTRCTS.	-	-	-	500	-	500
5-0740-5353	LEGAL ADVERTISING	274	94	124	250	75	250
5-0740-5354	PRINTING	715	857	734	650	250	650
5-0740-5355	INSURANCE	299	891	820	2,550	2,550	2,550
5-0740-5357	EQUIPMENT RENTAL	526	145	98	2,000	1,500	2,000
5-0740-5360	MASS NOTIFICATION SYSTEM	10,079	24,190	24,998	30,000	25,000	30,000
5-0740-5378	MISC. OTHER SERV. & CHGS.	-	301	-	3,000	15,000	3,000
5-0740-5450	CAPITAL OUTLAY-EQUIPMENT	-	-	-	-	-	-
5-0740-6306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
	TOTAL OTHER SERVICES AND CHARGES	52,889	57,990	62,487	90,225	75,925	90,225
	TOTAL EMS	307,375	265,180	303,121	322,996	297,603	318,958

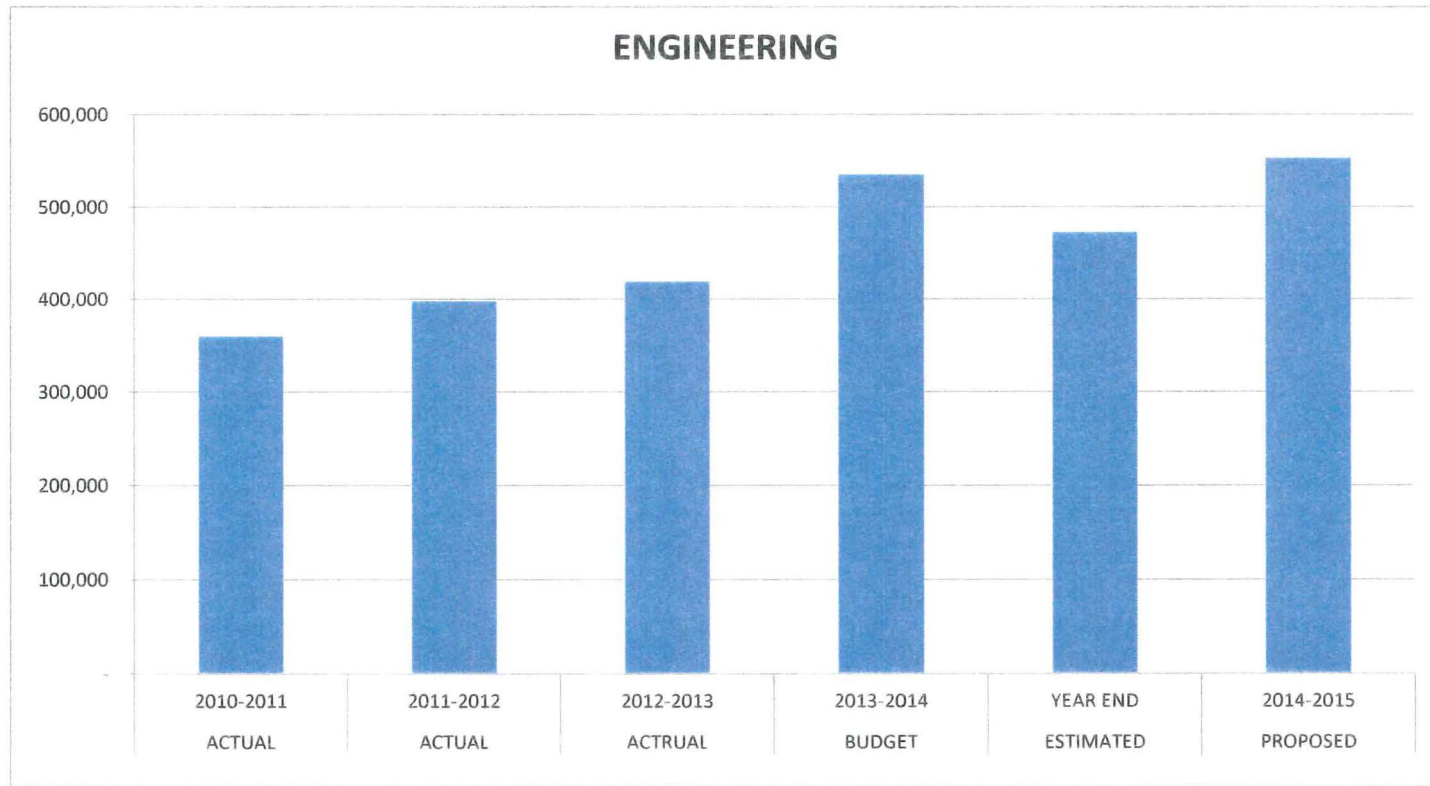
LEPC EMERGENCY MANAGEMENT
DEPT 740

ACCOUNT	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0750-5201	OFFICE & COMPUTER SUPPLIES	103	458	80	500	-	500
5-0750-5203	FOOD & KITCHEN SUPPLIES	1,028	-	-	500	-	500
5-0750-5205	UNIFORMS AND CLOTHING	-	-	-	-	-	-
5-0750-5220	TOOLS & MINOR EQUIPMENT	-	-	-	-	-	-
5-0750-5222	BLDG MATERIALS & SUPPLY	-	-	-	-	-	-
5-0750-5224	EQUIP. PARTS & SUPPLIES	-	-	-	-	-	-
5-0750-5250	OTHER MATERIALS&SUPPLIES	308	964	957	-	4,000	-
	TOTAL MATERIALS AND SUPPLIES	1,439	1,422	1,037	1,000	4,000	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	1,593	3,500	1,500	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	-	-	50	-	50
5-0750-5357	EQUIPMENT RENTAL	-	-	-	-	-	-
5-0750-5378	MISC. OTHER SERV. & CHARGES	1,539	100	565	1,000	750	1,000
	TOTAL OTHER SERVICES & CHARGES	2,643	350	3,073	4,550	2,250	4,550
	TOTAL LEPC	4,082	1,772	4,110	5,550	6,250	5,550

ENGINEERING

PERSONAL SERVICES	500,438
MATERIAL AND SUPPLIES	15,400
OTHER SERVICES AND SUPPLIES	37,550
TOTAL ENGINEERING	553,388

% OVER LASTS YEARS BUDGET	3.34%
# EMPLOYEES	5



**ENGINEERING
DEPART 810**

ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTRUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0810-5101	REGULAR SALARIES	232,496	255,353	261,277	329,922	329,922	361,442
5-0810-5102	OVERTIME	93	289	1,036	500	250	1,000
5-0810-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0810-5104	LONGEVITY	1,594	1,534	1,760	1,830	2,300	2,300
5-0810-5106	EDUCATIONAL INCENTIVES	290	251	250	250	250	250
5-0810-5111	FICA	14,314	16,205	16,380	20,615	20,629	22,629
5-0810-5112	MEDICARE	3,348	3,790	3,831	4,821	4,824	5,292
5-0810-5113	HEALTH INSURANCE	15,954	15,533	22,845	31,521	29,955	40,834
5-0810-5114	LIFE INSURANCE	290	210	237	384	384	384
5-0810-5115	OMRF RETIREMENT	59,600	64,405	65,944	75,849	49,491	51,866
5-0810-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0810-5150	OTHER BENEFITS	-	-	6,240	6,000	6,000	6,000
5-0810-5155	WORKER'S COMPENSATION	8,528	8,034	8,107	8,441	8,441	8,441
	TOTAL PERSONAL SERVICES	336,507	365,604	387,907	480,134	452,446	500,438
5-0810-5201	OFFICE & COMPUTR SUPPLIES	3,842	7,464	4,591	7,200	1,144	7,200
5-0810-5205	UNIFORMS AND CLOTHING	-	-	75	600	-	1,200
5-0810-5210	FUEL, OIL & LUBRICANTS	4,108	3,639	4,190	3,900	1,646	3,900
5-0810-5220	TOOLS & MINOR EQUIPMENT	-	-	114	450	500	1,800
5-0810-5250	OTHER MATERIALS&SUPPLIES	636	420	646	650	400	1,300
	TOTAL MATERIALS AND SUPPLIES	8,586	11,523	9,616	12,800	3,690	15,400
5-0810-5302	REPAIR & MAINT. - BLDGS.	-	-	-	-	-	5,000

**ENGINEERING
DEPART 810**

ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTRUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0810-5303	REPAIR & MAINT. - EQUIP.	805	647	279	1,000	762	1,000
5-0810-5304	REPAIR & MAINT.-VEHICLES	182	194	312	1,000	400	1,000
5-0810-5306	REPAIR & MAINT-R & M			461		-	2,000
5-0810-5320	NATURAL GAS	556	371	-	800	305	1,400
5-0810-5314	INSPECTION AND TESTING	-	-	-	11,000	-	-
5-0810-5325	TELEPHONE	3,580	3,657	3,902	3,900	3,800	3,900
5-0810-5328	COPY USAGE EXPENSE	-	69	739	250	-	250
5-0810-5329	POSTAGE & SHIPPING	(921)	750	428	2,000	500	1,500
5-0810-5340	TRAINING CONFERENCES	1,188	948	4,563	1,500	1,000	3,200
5-0810-5339	OTHER CONTRACTUAL SERVICES	-	1,194	1,457	3,200	1,105	3,000
5-0810-5347	MEMBERSHIPS & DUES	813	1,246	3,071	2,300	1,500	2,300
5-0810-5350	SOFTWARE CONTRACTS	846	6,760	997	9,000	2,245	5,000
5-0810-5353	LEGAL ADVERTISING	4,031	1,334	28	1,400	316	1,400
5-0810-5354	PRINTING	482	-	4,580	500	250	500
5-0810-5355	INSURANCE	2,841	2,897	210	2,900	2,900	2,900
5-0810-5357	EQUIPMENT RENTAL	370	309	157	1,000	500	1,000
5-0810-5378	MISC. OTHER SERV. & CHGS.	202	794	690	800	854	2,200
	TOTAL OTHER SERVICES & CHARGES	14,975	21,170	21,874	42,550	16,437	37,550
	TOTAL ENGINEERING	360,068	398,297	419,397	535,484	472,573	553,388

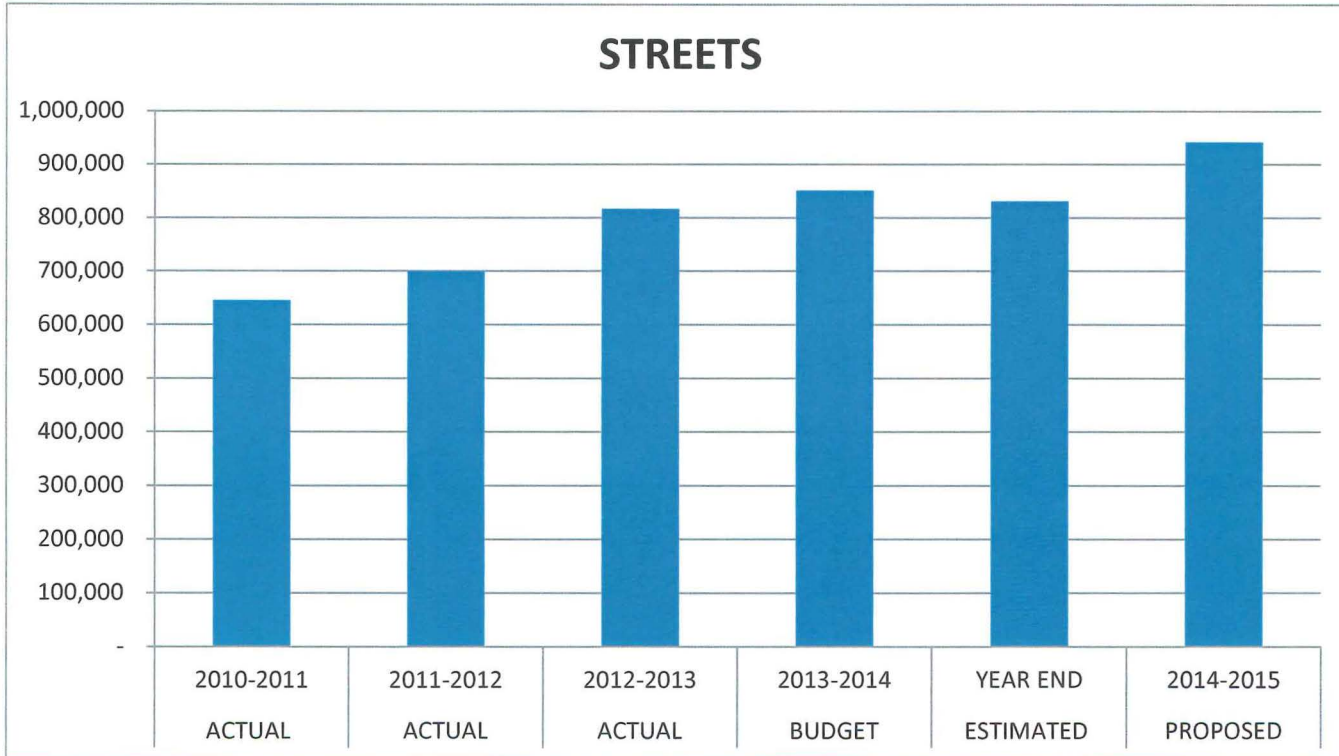
STREETS

PERSONAL SERVICES 665,238
 MATERIAL AND SUPPLIES 107,100
 OTHER SERVICES AND SUPPLIES 169,760

TOTAL STREETS 942,098

% OVER LASTS YEARS BUDGET 10.62%

EMPLOYEES 13



**STREETS
DEPT 0920**

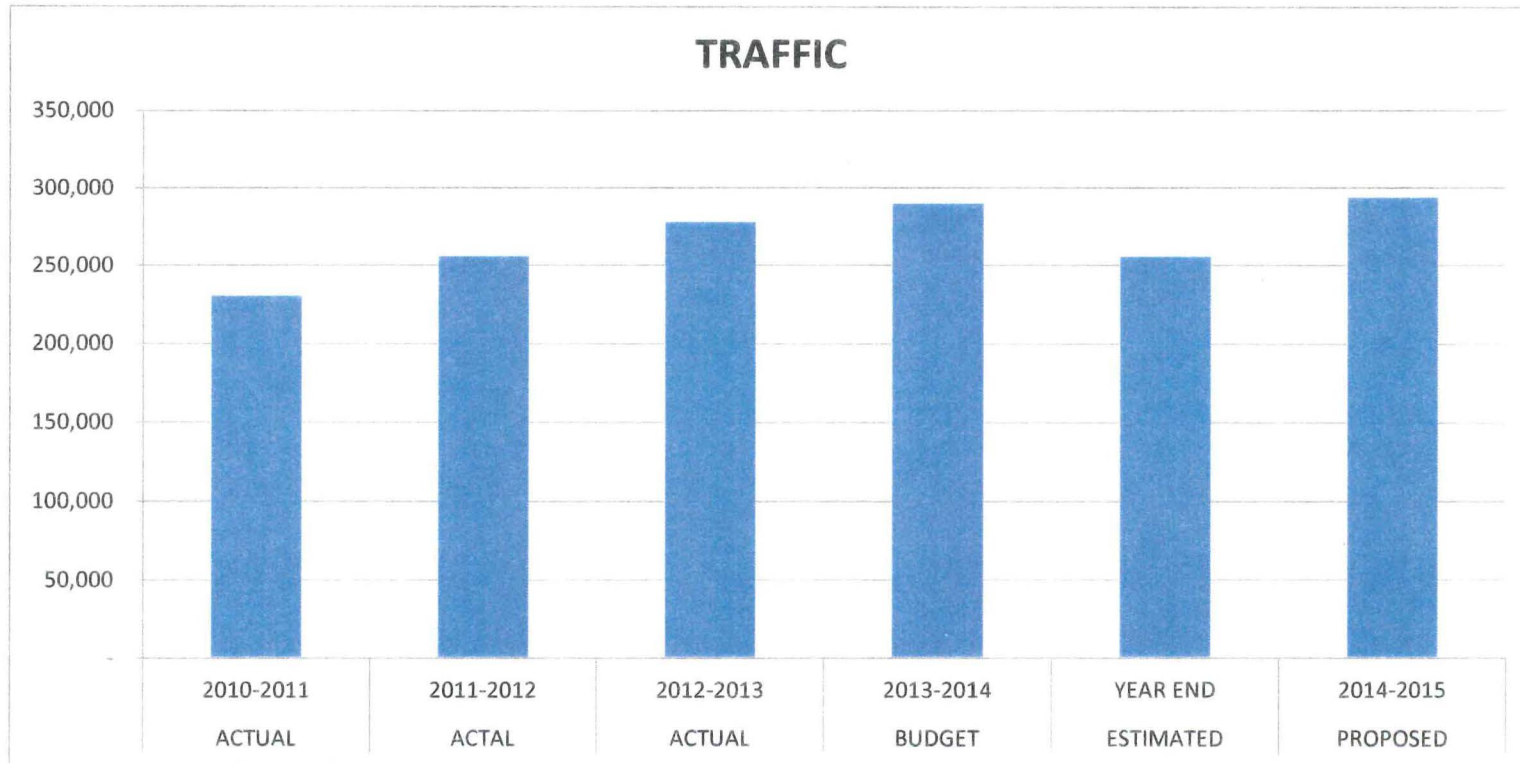
ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0920-5101	REGULAR SALARIES	308,771	315,385	364,203	385,062	418,592	454,576
5-0920-5102	OVERTIME	7,262	11,318	10,288	10,000	25,000	15,000
5-0920-5104	LONGEVITY	420	789	1,022	800	1,022	1,200
5-0920-5105	SKILLS INCENTIVES	125	125	125	250	250	250
5-0920-5106	EDUCATIONAL INCENTIVES	63	10	-	250	250	250
5-0920-5111	FICA	18,473	19,509	21,464	24,574	27,597	29,219
5-0920-5112	MEDICARE	4,320	4,562	5,020	5,747	6,454	6,833
5-0920-5113	HEALTH INSURANCE	43,522	46,573	60,230	56,576	52,051	73,496
5-0920-5114	LIFE INSURANCE	827	647	812	1,248	877	1,248
5-0920-5115	OMRF RETIREMENT	69,243	73,906	83,298	83,462	44,969	33,335
5-0920-5145	UNEMPLOYMENT COMPENSATION	607	2,670	-	-	-	-
5-0920-5150	OTHER BENEFITS	-	-	-	-	-	-
5-0920-5155	WORKER'S COMPENSATION	14,840	13,980	55,811	49,831	49,831	49,831
	TOTAL PERSONAL SERVICES	468,473	489,474	602,273	617,800	626,894	665,238
5-0920-5201	OFFICE & COMPUTR SUPPLIES	30	774	822	1,400	1,800	2,000
5-0920-5205	UNIFORMS AND CLOTHING	6,042	4,353	7,547	8,500	7,500	8,500
5-0920-5210	FUEL, OIL & LUBRICANTS	59,705	65,162	62,670	65,000	68,635	75,000
5-0920-5215	CHEMICALS					-	500
5-0920-5216	MEDICAL SUPPLIES					-	2,500
5-0920-5220	TOOLS & MINOR EQUIPMENT	-	2,064	2,561	2,250	-	2,000
5-0920-5224	EQUIPMENTN PARTS & SUPPLIES	714	2,549	3,956	3,600	1,000	3,600
5-0920-5230	STREET MAINT. MATERIALS	5,345	2,670	2,373	3,375	-	3,000
5-0920-5250	OTHER MATERIALS&SUPPLIES	2,166	9,998	9,659	11,000	5,000	10,000
	TOTAL MATERIALS AND SUPPLIES	74,002	87,570	89,588	95,125	83,935	107,100
5-0920-5302	REPAIR & MAINT. - BLDGS.	8,096	-	1,749	4,500	-	4,500
5-0920-5303	REPAIR & MAINT. - EQUIP.	-	49,019	48,623	48,000	31,228	48,000
5-0920-5304	REPAIR & MAINT.-VEHICLES	42,910	39,981	36,400	44,000	36,500	44,000

**STREETS
DEPT 0920**

ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0920-5305	EQUIP. SERV. - R&M EQUIPMENT	28,543	-	-	-	-	-
5-0920-5306	EQUIP. SERV. - R&M VEHICLES	1,348	-	-	-	-	-
5-0920-5309	REPAIR & MAINT-OTHER	-	2,964	-	-	-	-
5-0920-5317	MEDICAL SERVICES	502	658	-	1,000	500	1,000
5-0920-5320	NATURAL GAS	1,163	1,266	2,791	1,000	2,900	2,500
5-0920-5321	ELECTRICITY	565	344	354	1,000	500	1,000
5-0920-5325	TELEPHONE	1,843	1,794	2,896	2,500	2,900	2,900
5-0920-5326	PAGERS	-	-	-	-	-	-
5-0920-5328	COPY PAPER EXPENSE	-	8	-	450	10	1,000
5-0920-5335	TEMPORARY LABOR SERVICES	-	-	-	100	-	1,000
5-0920-5339	OTHER CONTRACTUAL SERVCS.	7,298	-	-	-	-	3,000
5-0920-5340	TRAINING CONFERENCES	-	-	186	3,000	600	3,000
5-0920-5341	OTHER TRAINING	-	-	-	-	-	1,000
5-0920-5347	MEMBERSHIPS & DUES	-	-	-	360	-	360
5-0920-5355	INSURANCE	5,527	19,922	22,390	20,000	22,390	24,000
5-0920-5357	EQUIPMENT RENTAL	2,267	7,085	7,496	9,200	17,000	15,000
5-0920-5378	MISC. OTHER SERV. & CHGS. HAULING	2,980	945	2,608	3,600	6,000	5,000 12,500
	TOTAL OTHER SERVICES & CHARGES	103,042	123,986	125,493	138,710	120,528	169,760
	TOTAL STREETS	645,517	701,030	817,354	851,635	831,357	942,098

TRAFFIC

PERSONAL SERVICES	211,919
MATERIAL AND SUPPLIES	29,501
OTHER SERVICES AND SUPPLIES	52,300
TOTAL TRAFFICA	293,720
% OVER LAST YEARS BUDGET	1.29%
# EMPLOYEES	4



**TRAFFIC CONTROL
DEPT 930**

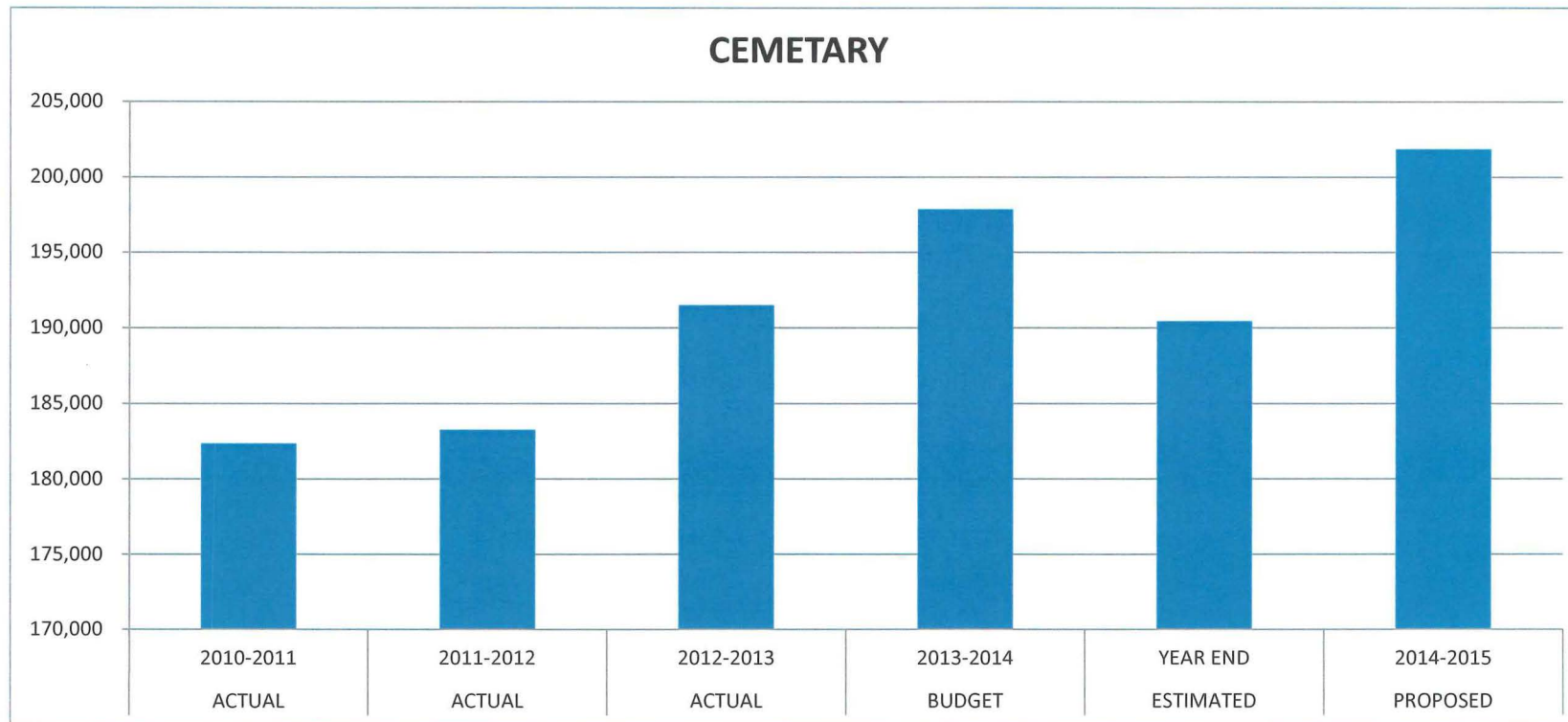
ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0930-5101	REGULAR SALARIES	121,860	126,595	139,975	136,269	136,269	139,781
5-0930-5102	OVERTIME	4,724	3,779	6,308	5,000	6,000	5,000
5-0930-5104	LONGEVITY	1,987	2,096	2,168	2,000	2,200	2,200
5-0930-5105	SKILLS INCENTIVES	-	-	-	-	-	-
5-0930-5106	EDUCATIONAL INCENTIVES	375	376	375	375	37	375
5-0930-5111	FICA	7,485	8,009	8,878	8,906	8,959	9,136
5-0930-5112	MEDICARE	1,751	1,873	2,076	2,083	2,095	2,137
5-0930-5113	HEALTH INSURANCE	17,690	17,691	21,225	19,607	19,592	21,125
5-0930-5114	LIFE INSURANCE	298	229	278	384	384	384
5-0930-5115	OMRF RETIREMENT	29,401	30,059	33,403	30,997	24,291	21,131
5-0930-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0930-5150	OTHER BENEFITS	-	-	-	-	-	-
5-0930-5155	WORKER'S COMPENSATION	5,364	5,053	10,440	10,650	10,650	10,650
	TOTAL PERSONAL SERVICES	190,935	195,760	225,126	216,271	210,477	211,919
5-0930-5201	OFFICE & COMPUTR SUPPLIES	30	127	545	500	800	1,200
5-0930-5205	UNIFORMS AND CLOTHING	1,684	742	2,044	2,000	1,700	2,000
5-0930-5210	FUEL, OIL & LUBRICANTS	11,051	10,952	12,570	12,500	12,400	12,500
5-0930-5215	CHEMICALS	-	-	-	-	-	1,001
5-0930-5216	MEDICAL SUPPLIES	-	-	-	-	-	1,000
5-0930-5220	TOOLS & MINOR EQUIPMENT	132	1,349	3,646	1,800	750	1,800
5-0930-5230	STREET MAINT. MATERIALS	6,575	13,692	3,329	8,000	-	6,000
5-0930-5250	OTHER MATERIALS&SUPPLIES	5,285	4,119	7,222	4,800	2,000	4,000
	TOTAL MATERIALS AND SUPPLIES	24,757	30,981	29,356	29,600	17,650	29,501
5-0930-5303	REPAIR & MAINT. - EQUIP.	6	3,747	64	4,400	1,000	4,400
5-0930-5304	REPAIR & MAINT.-VEHICLES	6,624	1,061	5,356	5,000	2,700	5,000
5-0930-5305	EQUIP. SERV.-R&M EQUIPMENT	-	-	-	-	-	2,000
5-0930-5309	REPAIR AND MAINT OTHER	2,917	11,461	4,251	15,000	5,000	15,000

**TRAFFIC CONTROL
DEPT 930**

ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0930-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0930-5317	MEDICAL SERVICES	26	80	-	-	-	-
5-0930-5320	NATURAL GAS	167	211	285	2,000	500	1,000
5-0930-5321	ELECTRICITY	1,374	1,626	2,004	1,500	2,000	2,000
5-0930-5325	TELEPHONE	1,016	1,453	2,881	1,800	3,000	3,000
5-0930-5329	POSTAGE & SHIPPING	-	-	-	100	25	100
5-0930-5340	TRAINING CONFERENCES	480	1,688	560	3,500	2,000	3,500
5-0930-5341	OTHER TRAINING	-	-	-	-	-	1,500
5-0930-5355	INSURANCE	1,813	5,989	7,237	6,500	6,400	6,500
5-0930-5357	EQUIPMENT RENTAL	20	14	13	1,000	3,000	5,000
5-0930-5378	MISC. OTHER SERV. & CHGS.	172	1,764	746	3,300	2,000	3,300
	TOTAL OTHER SERVICES & CHARGES	14,615	29,094	23,397	44,100	27,625	52,300
	TOTAL TRAFFIC CONTROL	230,307	255,835	277,879	289,971	255,752	293,720

CEMETERY

PERSONAL SERVICES	172,390
MATERIAL AND SUPPLIES	16,150
OTHER SERVICES AND SUPPLIES	13,320
TOTAL PARKS	201,860
% OVER LASTS YEAR BUDGET	2.02%
# EMPLOYEES	4



**CEMETERY
DEPT 0950**

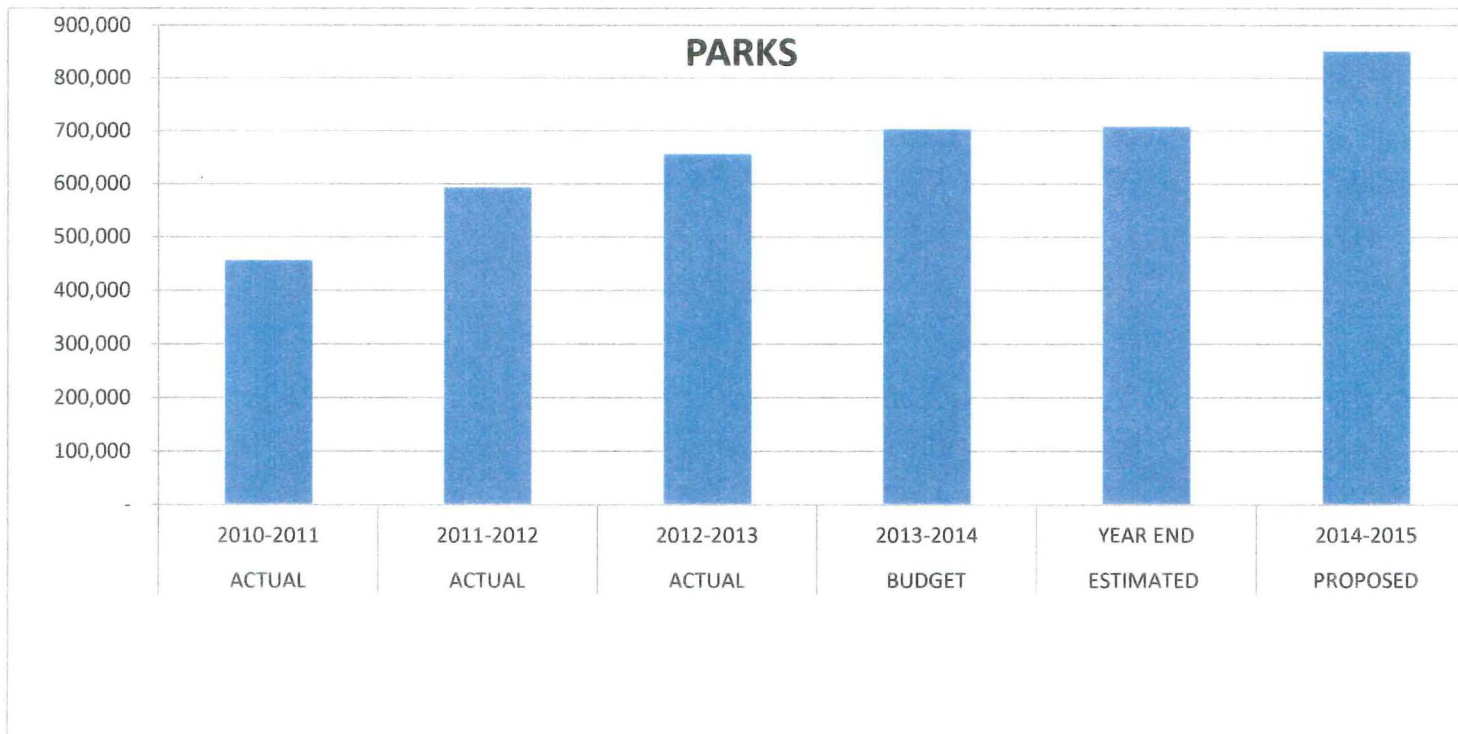
ACCOUNT NUMBER	DESCRIPTON	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0950-5101	REGULAR SALARIES	102,901	105,239	109,792	112,168	112,168	122,836
5-0950-5102	OVERTIME	2,684	3,595	4,031	4,000	3,800	4,000
5-0950-5103	PART TIME SALARIES	-	-	-	-	-	-
5-0950-5104	LONGEVITY	974	1,270	978	1,040	1,040	1,100
5-0950-5106	EDUCATIONAL INCENTIVES	160	125	115	125	125	125
5-0950-5111	FICA	6,183	6,805	6,953	7,275	7,262	7,940
5-0950-5112	MEDICARE	1,446	1,591	1,626	1,701	1,698	1,793
5-0950-5113	HEALTH INSURANCE	14,457	10,744	10,871	9,504	12,983	15,953
5-0950-5114	LIFE INSURANCE	250	206	233	384	384	384
5-0950-5115	OMRF RETIREMENT	23,701	24,977	25,787	24,312	14,007	11,126
5-0950-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-0950-5150	OTHER BENEFITS	-	-	480	480	480	480
5-0950-5155	WORKER'S COMPENSATION	4,821	4,541	7,881	6,654	6,654	6,654
	TOTAL PERSONAL SERVICES	157,577	159,093	168,747	167,643	160,601	172,390
5-0950-5201	OFFICE & COMPUTR SUPPLIES	1,330	1,199	503	700	833	700
5-0950-5205	UNIFORMS AND CLOTHING	1,620	1,210	620	2,000	2,000	1,500
5-0950-5210	FUEL, OIL & LUBRICANTS	5,210	5,396	6,210	6,000	5,311	5,500
5-0950-5215	CHEMICALS	3,897	889	3,164	6,000	6,000	6,000
5-0950-5220	TOOLS & MINOR EQUIPMENT	249	130	516	300	1,068	450
5-0950-5230	STREET MAINT. MATERIALS	-	-	-	-	-	-
5-0950-5250	OTHER MATERIALS&SUPPLIES	1,670	2,176	2,038	2,000	2,000	2,000
	TOTAL MATERIALS AND SUPPLIES	13,976	11,000	13,051	17,000	17,212	16,150
5-0950-5302	REPAIR & MAINT. - BLDGS	1,035	857	296	1,000	1,000	1,000
5-0950-5303	REPAIR & MAINT. - EQUIP.	2,159	4,273	1,786	3,000	3,000	3,000
5-0950-5304	REPAIR & MAINT.-VEHICLES	502	779	897	1,000	1,000	1,000
5-0950-5309	REPAIR & MAINT. - OTHER	1,336	1,629	1,217	1,500	1,500	1,500
5-0950-5317	MEDICAL SERVICES	142	-	54	-	-	-
4-0950-5320	NATURAL GAS	1,113	636	915	1,200	1,200	1,200
5-0950-5321	ELECTRICITY	-	-	-	-	-	-

**CEMETERY
DEPT 0950**

ACCOUNT NUMBER	DESCRIPTON	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0950-5325	TELEPHONE	1,648	921	1,092	1,100	1,100	1,100
5-0950-5328	COPY USAGE EXPENSE	48	8	2	40	10	40
5-0950-5329	POSTAGE & SHIPPING	28	25	-	30	25	30
5-0950-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0950-5340	TRAINING CONFERENCES	330	149	-	300	-	300
5-0950-5347	MEMBERSHIP & DUES	-	-	-	150	150	150
5-0950-5351	SOFTWARE SUPPORT CNTRCTS	1,256	1,256	1,319	1,300	1,300	1,400
	EQUIPMENT RENTAL	-	289	150	-	-	-
5-0950-5355	INSURANCE	482	1,511	874	1,600	1,600	1,600
5-0950-5378	MISC. OTHER SERV. & CHARGES	735	839	1,123	1,000	750	1,000
	TOTAL OTHER SERVICES & CHARGES	10,814	13,172	9,725	13,220	12,635	13,320
	TOTAL CEMETERY	182,367	183,265	191,523	197,863	190,448	201,860

PARKS

PERSONAL SERVICES	597,342
MATERIAL AND SUPPLIES	66,100
OTHER SERVICES AND SUPPLIES	187,850
TOTAL PARKS	851,292
% OVER LASTS YEAR BUDGET	20.99%
# EMPLOYEES	12



**PARKS
DEPT 940**

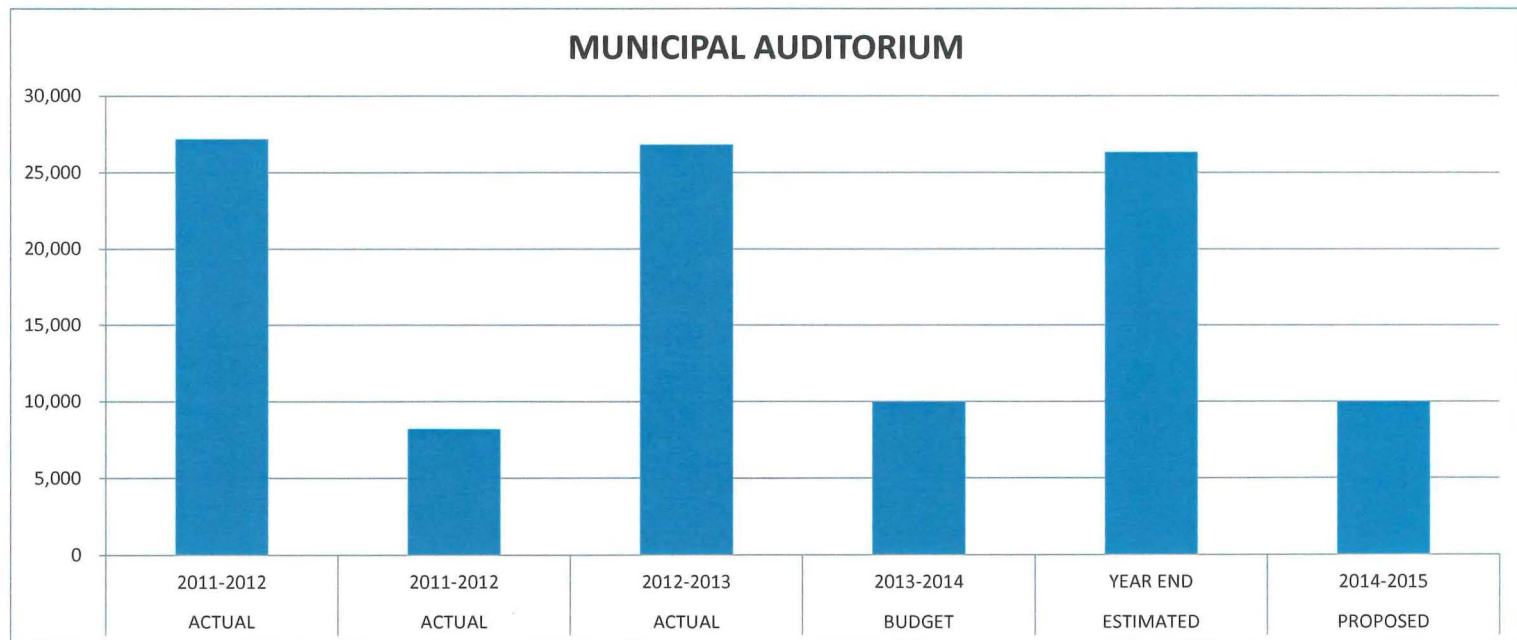
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0940-5101	REGULAR SALARIES	214,752	298,228	324,390	357,049	349,572	408,210
5-0940-5103	PART-TIME SALARIES	-	-	-	-	-	-
5-0940-5102	OVERTIME	2,842	2,458	3,932	3,000	3,500	3,000
5-0940-5104	LONGEVITY	2,062	2,134	2,288	2,309	2,400	2,400
5-0940-5111	FICA	12,906	17,787	19,373	22,466	22,039	25,644
5-0940-5112	MEDICARE	3,018	4,160	4,531	5,254	5,154	5,997
5-0940-5113	HEALTH INSURANCE	33,642	46,486	58,276	65,325	54,300	65,814
5-0940-5114	LIFE INSURANCE	580	562	662	960	960	960
5-0940-5115	OMRF RETIREMENT	50,335	72,099	78,186	87,247	55,159	58,043
5-0940-5150	OTHER BENEFITS	1,080	562	1,560	1,280	1,280	1,280
5-0940-5145	UNEMPLOYMENT BENEFITS	-	-	1,803	-	-	-
5-0940-5155	WORKER'S COMPENSATION	10,859	10,230	28,342	25,994	25,994	25,994
	TOTAL PERSONAL SERVICES	332,076	454,706	523,343	570,883	520,359	597,342
5-0940-5201	OFFICE & COMPUTR SUPPLIES	387	460	147	600	600	600
5-0940-5205	UNIFORMS AND CLOTHING	4,733	3,198	4,860	5,000	5,425	6,500
5-0940-5210	FUEL, OIL & LUBRICANTS	21,206	32,593	34,488	25,000	27,934	30,000
5-0940-5215	CHEMICALS	15,252	11,472	4,604	15,000	15,000	15,000
5-0940-5220	TOOLS & MINOR EQUIPMENT	3,016	3,049	2,308	3,000	3,000	6,000
5-0940-5250	OTHER MATERIALS&SUPPLIES	7,131	7,134	8,268	8,000	8,000	8,000
	TOTAL MATERIALS AND SUPPLIES	51,725	57,906	54,675	56,600	59,959	66,100
5-0940-5302	REPAIR & MAINT. - BLDGS.	4,139	4,679	2,325	5,000	5,000	5,000
5-0940-5303	REPAIR & MAINT. - EQUIP.	7,427	13,182	10,227	7,000	55,530	8,000
5-0940-5304	REPAIR & MAINT.-VEHICLES	3,299	5,013	10,466	5,000	10,662	8,000
5-0940-5305	EQUIP. SERV.-R&M EQUIPMENT	-	-	-	-	-	-
5-0940-5306	EQUIP. SERV.-R&M VEHICLES	-	-	-	-	-	-
5-0940-5309	REPAIR & MAINT. - OTHER	6,861	6,799	3,184	6,000	6,000	6,000
5-0940-5317	MEDICAL SERVICES	158	715	133	-	-	-
5-0940-5320	NATURAL GAS	1,403	585	783	1,000	645	1,000

**PARKS
DEPT 940**

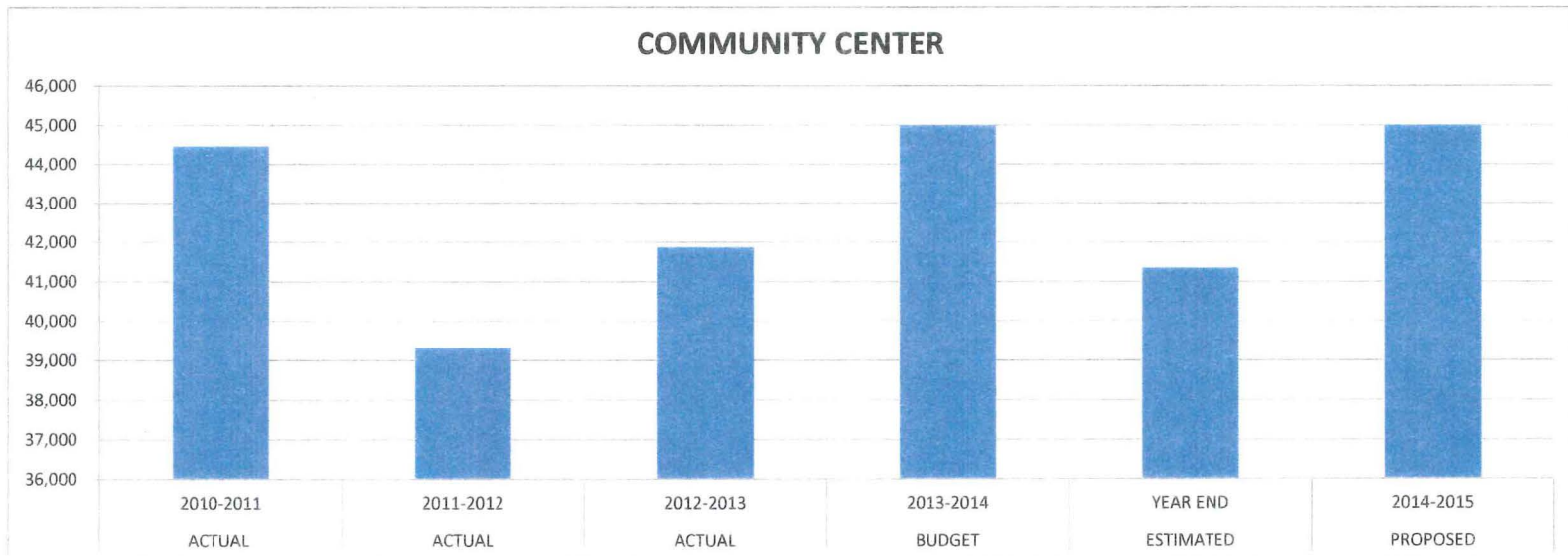
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0940-5321	ELECTRICITY	10,628	13,171	8,895	10,000	9,000	10,000
5-0940-5325	TELEPHONE	4,017	3,576	4,571	4,000	4,500	5,000
5-0940-5329	POSTAGE & SHIPPING	196	184	222	250	200	250
5-0940-5335	TEMPORARY LABOR SERVICES	-	-	-	-	-	-
5-0940-5339	OTHER CONTRACTUAL SERVC.	24,385	21,440	24,375	23,000	23,000	125,000
5-0940-5340	TRAINING CONFERENCES	1,245	690	1,909	3,500	2,500	8,500
5-0940-5347	MEMBERSHIPS & DUES	90	335	319	1,000	500	1,000
5-0940-5349	BOOKS & SUBSCRIPTIONS	-	-	-	-	-	-
5-0940-5352	RIGHT-OF-WAY CLEANUP EXPN	-	-	-	-	-	-
5-0940-5353	LEGAL ADVERTISING	184	897	182	800	200	500
5-0940-5355	INSURANCE	6,875	6,791	6,791	6,800	6,800	6,800
5-0940-5356	LAND AND BUILDING RENTALS	-	-	-	-	-	-
5-0940-5357	EQUIPMENT RENTAL	735	696	676	800	700	800
5-0940-5378	MISC. OTHER SERV. & CHGS.	1,033	1,809	3,549	2,000	2,400	2,000
	TOTAL OTHER SERVICES & CHARGES	72,675	80,562	78,607	76,150	127,637	187,850
	TOTAL PARKS	456,476	593,174	656,625	703,633	707,955	851,292

**MUNICIPAL AUDITORIUM
DEPT 1120**

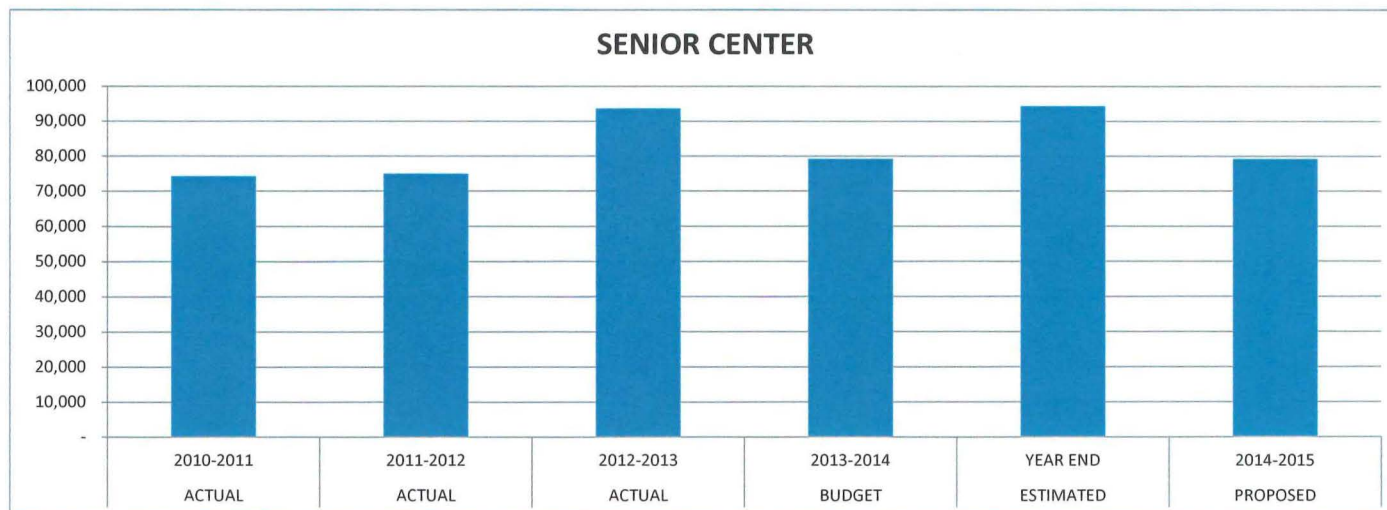
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2011-2012	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1120-5302	REPAIR & MAINT. - BLDGS.	1,011	700	2,228	2,000	1,800	2,000
5-1120-5320	NATURAL GAS	4,071	3,621	3,873	4,000	3,800	4,000
5-1120-5355	INSURANCE	22,130	3,879	20,742	20,742	20,742	20,742
	TOTAL OTHER SERVICES & CHARGES	27,212	8,200	26,843	10,000	26,342	10,000
	TOTAL MUNICIPAL AUDITORIUM	27,212	8,200	26,843	10,000	26,342	10,000



ACCOUNT NUMBER	COMMUNITY CENTER DEPT 1130	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1130-5250	OTHER MATERIALS&SUPPLIES	275	738	511	800	-	800
	TOTAL MATERIALS & SUPPLIES	275	738	511	800	-	800
5-1130-5301	EQUIPMENT MAINT CONTRACTS	-	-	-	1,500	500	1,500
5-1130-5302	REPAIR & MAINT. - BLDGS.	3,034	1,385	1,691	2,500	1,800	2,500
5-1130-5320	NATURAL GAS	1,978	2,105	3,297	2,500	1,900	2,500
5-1130-5325	TELEPHONE	161	341	374	450	400	450
5-1130-5330	COMMUNITY SERVICE CNTRCTS	33,000	36,000	36,000	36,000	36,000	36,000
5-1130-5339	OTHER CONTRACTUAL SERVICES	-	-	-	-	-	-
5-1130-5355	INSURANCE	6,021	(1,240)	-	1,250	1,250	1,250
	TOTAL OTHER SERVICES & CHARGES	44,194	38,591	41,362	44,200	41,350	44,200
	TOTAL COMMUNITY CENTER	44,469	39,329	41,873	45,000	41,350	45,000



ACCOUNT NUMBER	SENIOR CENTER DEPT 1140	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
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	-	-	-	1,000	240	1,000
5-1140-5302	REPAIR & MAINT. - BLDGS.	780	632	2,901	1,500	1,000	1,500
5-1140-5303	REPAIRS & MAINTENANCE - EQUIP	639	-	-	-	-	-
5-1140-5320	NATURAL GAS	2,860	2,078	2,554	3,000	2,600	3,000
5-1140-5330	COMMUNITY SERVICE CNTRCTS	70,000	72,100	87,100	89,713	89,713	90,994
5-1140-5339	OTHER CONTRACTUAL SERVCS.	-	240	640	520	350	520
5-1140-5378	MISC. OTHER SERV. & CHGS.	-	-	579	-	500	-
	TOTAL OTHER SERVICES & CHARGES	74,279	75,050	93,774	79,291	94,403	79,291
	TOTAL SENIOR CITIZENS	74,279	75,050	93,774	79,291	94,403	79,291



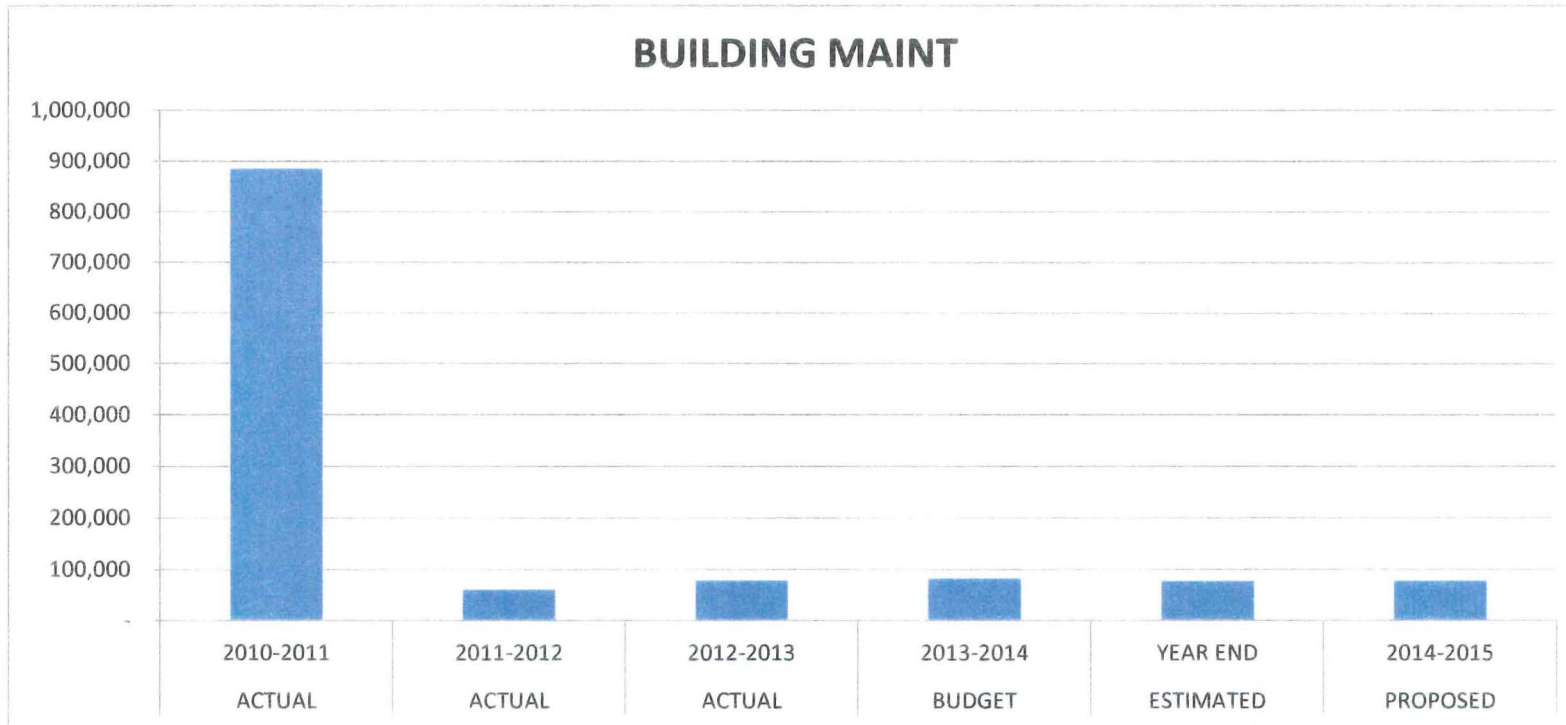
BUILDING MAINT

PERSONAL SERVICES	33,465
MATERIAL AND SUPPLIES	6,400
OTHER SERVICES AND SUPPLIES	38,200

TOTAL BUILDING MAINT 78,065

FINES 3.71%

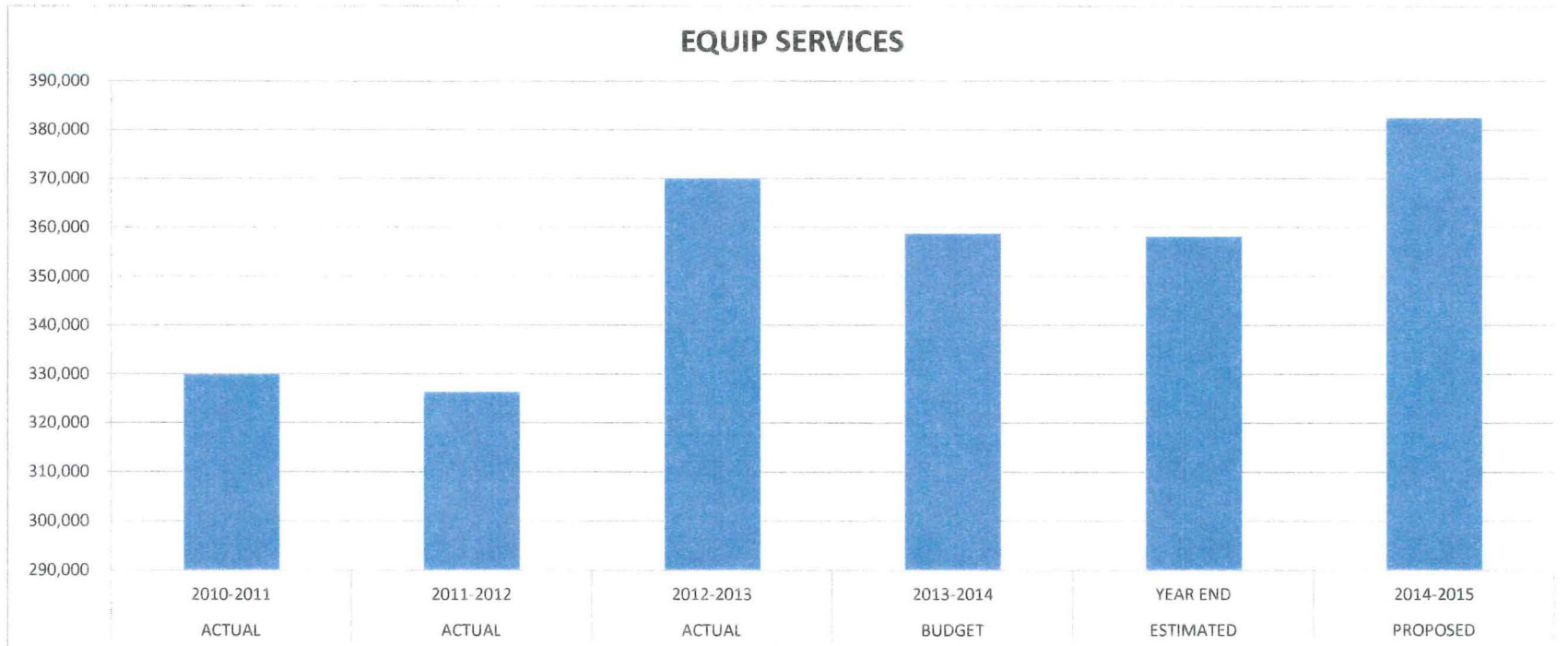
% OVER LASTS YEAR BUDGET -5.60%
 # EMPLOYEES 1



BUILDING MAINT DEPT 4020		ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-4020-5101	REGULAR SALARIES	18,944	13,566	24,050	23,000	23,000	24,550
5-4020-5102	OVERTIME	107	-	-	250	-	250
5-4020-5104	LONGEVITY	-	-	-	-	-	-
5-4020-5111	FICA	1,217	834	1,354	1,442	1,426	1,538
5-4020-5112	MEDICARE	285	195	317	337	334	382
5-4020-5113	HEALTH INSURANCE	2,519	728	3,841	3,504	3,504	4,262
5-4020-5114	LIFE INSURANCE	65	35	70	96	96	96
5-4020-5115	OMRF RETIREMENT	4,425	3,065	5,218	5,757	1,938	1,228
5-4020-5150	OTHER BENEFITS	440	-	-	480	480	480
5-4020-5155	WORKER'S COMPENSATION	1,237	1,165	665	679	679	679
	TOTAL PERSONAL SERVICES	29,239	19,588	35,515	35,543	31,457	33,465
5-4020-5201	OFFICE & COMPUTR SUPPLIES	(375)	(25)	31	200		100
5-4020-5205	UNIFORMS AND CLOTHING	-	-	310	200		300
5-4020-5250	OTHER MATERIALS&SUPPLIES	5,183	6,871	5,723	7,000	5,900	6,000
	TOTAL MATERIALS & SUPPLIES	4,808	6,846	6,064	7,400	5,900	6,400
5-4020-5302	REPAIR & MAINT. - BLDGS.	24,091	20,910	22,446	20,000	24,000	20,000
5-4020-5303	REPAIR & MAINT. - EQUIP.	4,650	375	500	-	-	-
5-4020-5305	REPAIR-PW BUILDING	811,457	-	-	-	-	-
5-4020-5320	NATURAL GAS	2,351	2,089	2,391	2,500	2,400	2,500
5-4020-5329	POSTAGE AND SHIPPING	-	-	-	-	-	-
5-4020-5321	ELECTRICITY	1,083	1,324	607	2,000	1,400	1,500
5-4020-5325	TELEPHONE	522	492	604	600	600	500
5-4020-5339	OTHER CONTRACTUAL SERVCS.	6,367	9,785	10,827	13,700	11,000	13,000
5-4020-5353	LEGAL ADVERTISING	-	-	-	200	-	200
	EQUIPMENT RENTAL	-	221	150	-	-	-
5-4020-5378	MISC. OTHER SERV. & CHGS.	873	126	125	750	750	500
	TOTAL OTHER SERVICES & CHARGES	851,394	35,322	37,650	39,750	40,150	38,200
	TOTAL BUILDING MAINTENANCE	885,441	61,756	79,229	82,693	77,507	78,065

EQUIP SERVICES
2011-2012 BUDGET

PERSONAL SERVICES	339,146
MATERIAL AND SUPPLIES	17,800
OTHER SERVICES AND SUPPLIES	25,650
TOTAL EQUIPMENT SERVICES	382,596
% OVER LASTS YEAR BUDGET	6.64%
# EMPLOYEES	6

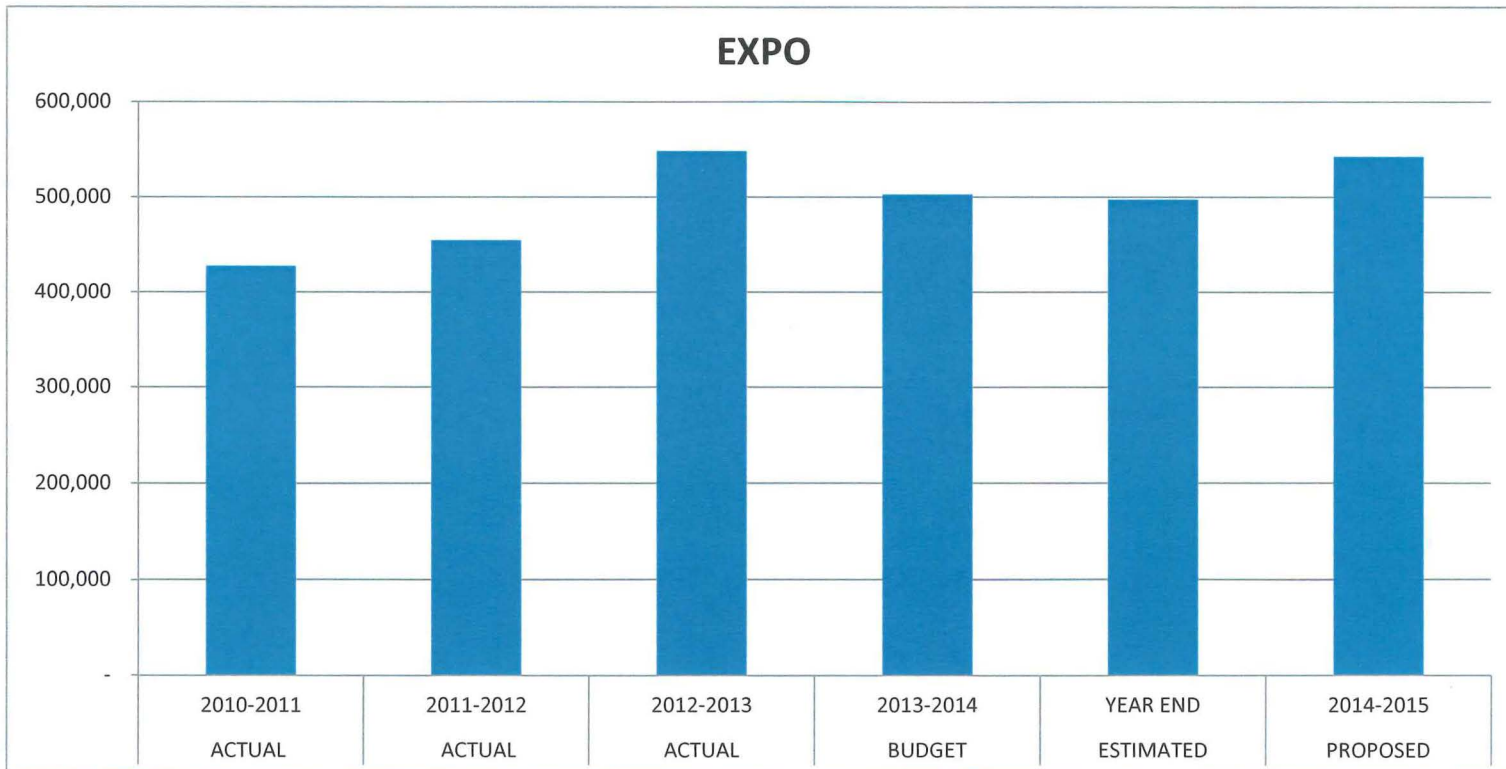


EQUIPMENT SERVICES DEPT 4010		ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-4010-5101	REGULAR SALARIES	209,307	205,399	219,466	215,258	216,436	231,334
5-4010-5102	OVERTIME	-	417	1,166	750	5,000	1,000
5-4010-5103	PART TIME SALARIES	-	-	-	-	-	-
5-4010-5104	LONGEVITY	2,892	2,457	2,176	2,184	2,200	2,184
5-4010-5105	SKILLS INCENTIVES	584	406	291	291	300	291
5-4010-5106	EDUCATIONAL INCENTIVES	-	-	-	-	-	-
5-4010-5111	FICA	12,841	12,534	13,250	13,546	13,884	14,558
5-4010-5112	MEDICARE	3,003	2,931	3,099	3,168	3,247	3,405
5-4010-5113	HEALTH INSURANCE	26,063	24,255	27,400	25,307	25,912	33,943
5-4010-5114	LIFE INSURANCE	452	311	395	576	576	576
5-4010-5115	OMRF RETIREMENT	49,479	45,650	50,430	50,251	38,467	36,573
5-4010-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-4010-5150	OTHER BENEFITS	960	800	960	480	480	480
5-4010-5155	WORKER'S COMPENSATION	-	-	14,269	14,802	14,802	14,802
	TOTAL PERSONAL SERVICES	305,581	295,160	332,902	326,613	321,304	339,146
5-4010-5201	OFFICE & COMPUTR SUPPLIES	1,005	897	1,563	1,000	1,350	1,500
5-4010-5205	UNIFORMS AND CLOTHING	3,324	2,706	2,580	3,500	2,500	3,500
5-4010-5210	FUEL, OIL & LUBRICANTS	4,377	9,324	8,053	4,500	6,000	6,500
5-4010-5215	CHEMICALS	-	25	-	300	75	300
5-4010-5216	MEDICAL SUPPLIES	-	-	-	-	-	-
5-4010-5220	TOOLS & MINOR EQUIPMENT	2,900	2,187	3,177	4,000	2,500	4,000
5-4010-5225	SMALL PARTS	145	1,163	591	1,500	1,250	1,500
5-4010-5250	OTHER MATERIALS&SUPPLIES	309	480	156	500	1,000	500
	TOTAL MATERIALS AND SUPPLIES	12,060	16,782	16,120	15,300	14,675	17,800
5-4010-5302	REPAIR & MAINT. - BLDGS.	1,787	368	1,239	2,000	1,400	2,000
5-4010-5303	REPAIR & MAINT. - EQUIP.	916	3,242	839	1,000	1,000	1,000
5-4010-5304	REPAIR & MAINT.-VEHICLES	820	2,107	1,448	1,500	1,500	1,500

EQUIPMENT SERVICES		ACTUAL	ACTUAL	ACTUAL	BUDGET	ESTIMATED	PROPOSED
DEPT 4010		2010-2011	2011-2012	2012-2013	2013-2014	YEAR END	2014-2015
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	1,172	1,477	1,765	1,600	1,200	1,600
5-4010-5325	TELEPHONE	1,249	978	1,243	1,200	1,400	1,300
5-4010-5328	COPY USAGE EXPENSE	-	-	-	100	75	100
5-4010-5329	POSTAGE AND SHIPPING	-	1	-	50	25	50
5-4010-5335	TEMPORARY LABOR SERVICES	-	-	968	-	-	-
5-4010-5336	JANITORIAL SERVICES	-	-	-	-	-	-
5-4010-5339	OTHER CONTRACTUAL SERVCS.	2,418	1,408	-	1,500	-	1,500
5-4010-5340	TRAINING CONFERENCES	-	-	2,315	2,500	2,000	3,000
5-4010-5347	MEMBERSHIPS & DUES	67	-	30	500	600	600
5-4010-5351	SOFTWARE SUPPORT CNTRCTS.	1,889	1,889	449	2,000	2,000	2,000
5-4010-5355	INSURANCE	927	2,316	10,483	10,500	10,500	10,500
5-4010-5357	EQUIPMENT RENTAL	392	327	222	-	250	-
5-4010-5378	MISC. OTHER SERVICES & CHARGES	602	240	25	500	250	500
	TOTAL OTHER SERVICES	12,239	14,407	21,026	16,850	22,200	25,650
	TOTAL EQUIPMENT SERVICES	329,880	326,349	370,048	358,763	358,179	382,596

EXPO

PERSONAL SERVICES	539,076
MATERIAL AND SUPPLIES	0
OTHER SERVICES AND SUPPLIES	3,500
TOTAL EXPO	542,576
% OVER LASTS YEAR BUDGET	7.88%
# EMPLOYEES	11



EXPO DEPT 1210	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1210-5101 REGULAR SALARIES	257,657	287,882	309,489	312,014	310,388	345,043
5-1210-5102 OVERTIME	15,658	15,316	33,198	15,000	30,000	30,000
5-1210-5104 LONGEVITY	3,015	3,405	2,821	3,000	3,000	3,000
5-1210-5106 EDUCATIONAL INCENTIVES	501	463	250	500	500	500
5-1210-5111 FICA	15,925	18,635	20,498	20,492	21,321	23,470
5-1210-5112 MEDICARE	3,724	4,358	4,794	4,792	4,986	5,829.18
5-1210-5113 HEALTH INSURANCE	34,339	33,568	47,382	47,180	53,481	69,605
5-1210-5114 LIFE INSURANCE	629	520	654	1,056	1,248	1,248
5-1210-5115 OMRF RETIREMENT	65,516	70,875	80,451	76,018	50,095	40,971
5-1210-5155 WORKERS COMPENSATION	11,818	11,133	26,054	19,411	19,411	19,411
TOTAL PERSONAL SERVICES	408,782	446,155	525,591	499,464	494,430	539,076
5-1210-5250 OTHER MATERIALS&SUPPLIES	-	-	-	-	-	-
TOTAL MATERIALS & SUPPLIES	-	-	-	-	-	-
5-1210-5303 REPAIR & MAINT-EQUIP	-	410	158	250	150	250
5-1210-5304 REPAIR & MAINT-VEHICLES	-	353	70	150	750	150
5-1210-5317 MEDICAL SERVICES	-	107	80	250	200	250
5-1210-5325 TELEPHONE	-	180	330	500	300	500
5-1210-5339 OTHER CONTRACTURAL SERVICE	206	238	-	500	-	500
INSURANCE	18,272	4,136	17,623	-	-	-
5-1210-5378 MISC. OTHER SERVICE & CHARGES	-	3,095	4,582	3,000	3,000	3,000
TOTAL OTHER SERVICES & CHARGES	18,478	8,519	22,843	3,500	3,000	3,500
TOTAL EXPO OPERATIONS	427,260	454,674	548,434	502,964	497,430	542,576

Capital Fund

Motorola	\$ 320,827.62	Dec-21	NEW Money	\$ 859,177.73
Pool Loan	\$ 471,688.40	Dec-20	rollover projects and debt	\$ 1,448,700.00
Expo Loan	<u>\$ 833,187.50</u>	Dec-15		
	\$ 1,625,703.52			\$ 2,307,877.73
SMA Approx	<u>\$ (150,000.00)</u>		projects	\$ 2,159,317.00
Debt Service	<u>\$ 1,475,703.52</u>			
Sales Tax	\$ 2,334,881.25	Current budget with 3%	left over	<u>\$ 148,560.73</u>
Available to spend	\$ 859,177.73			
ROLLOVER	\$250,000.00	will change closer we get to year end		
pool money	\$ 118,000.00			
motorola lease	\$ 420,000.00			
total	\$ 788,000.00			
Rollover projects	\$ 660,700.00			
TOTAL	\$ 1,448,700.00			
	\$ 1,448,700.00			

	ROLLOVER	NEW MONEY
MAJOR CAPITAL		
ACCESS CONTROL UPGRADES		\$ 10,000.00
ANNUAL SERVER REPLACEMENT		\$ 32,000.00
		\$ 42,000.00
MINOR EQUIPMENT		
ANNUAL DESKTOP		\$ 66,800.00
NETWORK UPGRADES		\$ 10,000.00
POLICE MOBILE LAPTOPS		\$ 36,000.00
TABLET SYSTEMS DEPLOYMENTS		\$ 16,000.00
		\$ 128,800.00
TOTAL INFORMATION		\$ 170,800.00
COMMUNITY DEVELOPMENT		
WAYFINDING	\$ 150,000.00	
TOTAL DEVELOPMENT		\$ -
FIRE PREVENTION		
REPLACE BEDDING LOCKERS		\$ 4,650.00
REPLACE PERSONAL LOCKERS		\$ 6,950.00
REPLACE TREAMILL		\$ 4,000.00
TOTAL FIRE PREVENTION-MINOR		\$ 15,600.00

	ROLLOVER	NEW MONEY
FIRE SUPPRESSION		
REPLACE SCBA AND MASKS	\$ 27,000.00	\$ 33,000.00
SUV-DEPUTY CHIEF		\$ -
REPLACE ENGINE 3	\$ 177,000.00	\$ 100,000.00
TOTAL MAJOR EQUIPMENT		\$ 133,000.00
REPLACEMENT FIRE HOSE		\$ 5,000.00
FIREFIGHT APPLIANCES		\$ 5,000.00
REPLACEMENT BEDS		\$ 7,000.00
REPLACE UTILITY CHAIRS		\$ 2,500.00
TOTAL MINOR EQUIPMENT		\$ 19,500.00
TOTAL FIRE		\$ 168,100.00
EMERGENCY MANAGEMENT		
ANTENNA MOUNTING APPARATUS FOR NORTH SIDE		\$ 11,000.00
ANTENNA AND RF TRANSMISSION FOR NS		\$ 6,500.00
APX 6500 DASH MOUNT RADIOS		\$ 36,150.00
MOTOROLA APX 6000 RADIOS		\$ 21,300.00
STAND BY GENERATOR FOR NS		\$ 35,000.00
TRANSMITTER BUILDING		\$ 22,075.00
PORTABLE LIGHTING TOWERS		\$ 9,500.00

	ROLLOVER	NEW MONEY
		\$ 141,525.00
MINOR EQUIPMENT		
CONEX STORAGE CONTAINER		\$ 2,000.00
REPLACE AMATEUR RADIO TRANSCEIVERS		\$ 1,000.00
CHAIR FOR EM DIRECTOR		\$ 850.00
RESCUE ROPE AND BELAY RACK		\$ 200.00
STRETCHER BASKET		\$ 600.00
		\$ 4,650.00
TOTAL EMERGENCY MANAGEMENT		\$ 146,175.00
Administration		
Capital Outlay Vehicles		
Police Units		\$ 114,000.00
Outfit Units		\$ 103,044.00
		\$ 217,044.00
POLICE PATROL		
Capital Outlay Bldg/imp		\$ -
Capital Outlay Equipment		
Ballistic Vests		\$ 14,000.00
Colt Commando M-4 Rifles		\$ 2,400.00
Night Vision		\$ 6,000.00
Tasers		\$ 4,000.00
Tactical Vests		\$ 12,498.00
Lapel Cameras		\$ 3,000.00
APX 6000 handheld radios		\$ 18,000.00

	ROLLOVER	NEW MONEY
Brazo Ticket Machines		\$ 14,000.00
Tact Team Gear		\$ 10,000.00
Bike Gear		\$ 2,000.00
Optics		\$ 4,000.00
Scanners-Records area		\$ 2,400.00
		\$ 92,298.00
CRIMINAL INVESTIGATION		
Capital Outlay - Equipment		
Scanners		\$ 1,600.00
Evidence Shelving		\$ 4,000.00
		\$ 5,600.00
ANIMAL CONTROL		
Capital Outlay Bldg/imp		
Facility repairs/upgrades		\$ 5,000.00
		\$ 5,000.00
DISPATCH		
Capital Outlay Bldg/Imp		
Facility repairs/upgrades		\$ 5,000.00
		\$ 5,000.00
Capital Outlay Equipment		
Fax Machine		\$ 800.00
		\$ 800.00
TOTAL POLICE		\$ 325,742.00
ENGINEERING		
Salt and Mixing BARN (BUILDING)		\$ 65,000.00

	ROLLOVER	NEW MONEY
TOTAL CONSTRUCTION		\$ 65,000.00
1 TON 4X4 WITH FLAT BED TANDUM DUMP TRUCK TRACKHOE		\$ - \$ - \$ 130,000.00
TOTAL MAJOR EQUIPMENT		\$ 130,000.00
TOTAL STREETS		\$ 195,000.00
CRANE POWER WASHER		\$ 20,000.00 \$ 7,500.00
TOTAL TRAFFIC		\$ 27,500.00
PARKS		
TENNIS COURT MAINTENANCE		\$ 20,000.00
INTERIOR REPAIR SANTA FE		\$ 10,000.00
INTERIOR REPAIR SANTA FE	\$ 10,000.00	
PARK UPGRADES	\$ 44,000.00	
PAVILION ELECTRIC	\$ 2,700.00	
TOTAL CONSTRUCTION		\$ 30,000.00
ALAMO BUZZ BAR PLAYGROUND EQUIPMENT MAINT RV CAMPING AREA		\$ 15,000.00 \$ 25,000.00 \$ -
TOTAL MAJOR EQUIPMENT		\$ 40,000.00

	ROLLOVER	NEW MONEY
MIG WELDER		\$ 1,000.00
WOOD CHIPPER		\$ 4,000.00
		\$ 5,000.00
TOTAL PARKS		\$ 75,000.00
CEMETARY		
CHEMICAL CABINETS		\$ 2,500.00
FRONT WHEELS FOR 60 IN MOWER		\$ 600.00
MESSAGE CENTER		\$ 2,500.00
MONUMENT PLACER		\$ 1,500.00
WEED EATERS		\$ 700.00
WOOD CHIPPER		\$ 1,500.00
TOTAL MINOR EQUIPMENT		\$ 9,300.00
TOTAL CEMETARY		\$ 9,300.00
AUDITORIUM HEAT AND AIR		\$ 175,000.00
AUDITORIUM HEAT AND AIR	\$ 250,000.00	
COOED BUILDING HEAT AND AIR		\$ 10,000.00
ROOF COED		\$ 60,000.00
TOTAL AUDITORIUM		\$ 245,000.00
COMMUNITY CENTER		
INTERIOR PAINT		\$ 5,000.00
NEW CHAIRS		\$ 5,500.00



CAPITAL FUND
DRAFT
2014-2015 BUDGET

Capital Fund

Motorola	\$ 320,827.62	Dec-21	NEW Money	\$ 859,177.73
Pool Loan	\$ 471,688.40	Dec-20	rollover projects and debt	\$ 1,448,700.00
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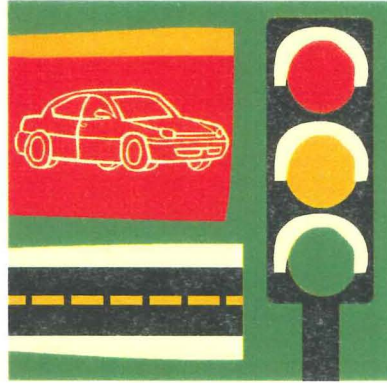
	ROLLOVER	NEW MONEY
MAJOR CAPITAL		
ACCESS CONTROL UPGRADES		\$ 10,000.00
ANNUAL SERVER REPLACEMENT		\$ 32,000.00
		\$ 42,000.00
MINOR EQUIPMENT		
ANNUAL DESKTOP		\$ 66,800.00
NETWORK UPGRADES		\$ 10,000.00
POLICE MOBILE LAPTOPS		\$ 36,000.00
TABLET SYSTEMS DEPLOYMENTS		\$ 16,000.00
		\$ 128,800.00
TOTAL INFORMATION		\$ 170,800.00
COMMUNITY DEVELOPMENT		
WAYFINDING	\$ 150,000.00	
TOTAL DEVELOPMENT		\$ -
FIRE PREVENTION		
REPLACE BEDDING LOCKERS		\$ 4,650.00
REPLACE PERSONAL LOCKERS		\$ 6,950.00
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TOTAL FIRE PREVENTION-MINOR		\$ 15,600.00

	ROLLOVER	NEW MONEY
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REPLACE SCBA AND MASKS	\$ 27,000.00	\$ 33,000.00
SUV-DEPUTY CHIEF		\$ -
REPLACE ENGINE 3	\$ 177,000.00	\$ 100,000.00
TOTAL MAJOR EQUIPMENT		\$ 133,000.00
REPLACEMENT FIRE HOSE		\$ 5,000.00
FIREFIGHT APPLIANCES		\$ 5,000.00
REPLACEMENT BEDS		\$ 7,000.00
REPLACE UTILITY CHAIRS		\$ 2,500.00
TOTAL MINOR EQUIPMENT		\$ 19,500.00
TOTAL FIRE		\$ 168,100.00
EMERGENCY MANAGEMENT		
ANTENNA MOUNTING APPARATUS FOR NORTH SIDE		\$ 11,000.00
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PORTABLE LIGHTING TOWERS		\$ 9,500.00

	ROLLOVER	NEW MONEY
		\$ 141,525.00
MINOR EQUIPMENT		
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STRETCHER BASKET		\$ 600.00
		\$ 4,650.00
TOTAL EMERGENCY MANAGEMENT		\$ 146,175.00
Administration		
Capital Outlay Vehicles		
Police Units		\$ 114,000.00
Outfit Units		\$ 103,044.00
		\$ 217,044.00
POLICE PATROL		
Capital Outlay Bldg/imp		\$ -
Capital Outlay Equipment		
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Colt Commando M-4 Rifles		\$ 2,400.00
Night Vision		\$ 6,000.00
Tasers		\$ 4,000.00
Tactical Vests		\$ 12,498.00
Lapel Cameras		\$ 3,000.00
APX 6000 handheld radios		\$ 18,000.00

	ROLLOVER	NEW MONEY
MIG WELDER		\$ 1,000.00
WOOD CHIPPER		\$ 4,000.00
		\$ 5,000.00
TOTAL PARKS		\$ 75,000.00
CEMETARY		
CHEMICAL CABINETS		\$ 2,500.00
FRONT WHEELS FOR 60 IN MOWER		\$ 600.00
MESSAGE CENTER		\$ 2,500.00
MONUMENT PLACER		\$ 1,500.00
WEED EATERS		\$ 700.00
WOOD CHIPPER		\$ 1,500.00
TOTAL MINOR EQUIPMENT		\$ 9,300.00
TOTAL CEMETARY		\$ 9,300.00
AUDITORIUM HEAT AND AIR		\$ 175,000.00
AUDITORIUM HEAT AND AIR	\$ 250,000.00	
COOED BUILDING HEAT AND AIR		\$ 10,000.00
ROOF COED		\$ 60,000.00
TOTAL AUDITORIUM		\$ 245,000.00
COMMUNITY CENTER		
INTERIOR PAINT		\$ 5,000.00
NEW CHAIRS		\$ 5,500.00

	ROLLOVER	NEW MONEY	
TOTAL COMMUNITY CENTER		\$ 10,500.00	
EQUIPMENT MAINT			
NEW 12000 LB LIFT		\$ 5,500.00	
TOTAL EQUIPMENT MAINT		\$ 5,500.00	
BUILDING MAINTENANCE			
LIGHT FIXTURE		\$ 10,000.00	
PAINTING AND REPAIR ON INTERIOR		\$ 10,000.00	
TOTAL BUILDING MAINTENANCE		\$ 20,000.00	
EXPO		\$ 100,000.00	
TOTAL	\$ 660,700.00	\$ 1,498,617.00	\$ 2,159,317.00



FUND 302

STREETS DRAFT BUDGET

06/02/2014

FUND 302

Rollover	\$ 3,780,000.00
SALES TAX	\$ 2,537,607.90
INTEREST	\$ 20,000.00
TRANSFER FROM SMA	\$ 600,000.00
Total	\$ 6,937,607.90

New Projects

ADA HANDICAP RAMNPS & SIDEWALKS	\$ 225,000.00	
AVEDIS SIDEWALK PROJECT	\$ 250,000.00	
SIGNAGE UPGRANDE	\$ 45,000.00	
TOTAL ENGINEERING- GENERAL CONSTRUCTION	\$ 520,000.00	
REHAB ASPHALT STREET PROJECTS- 2014-2015	\$ 400,000.00	
KICKAPOO SPUR TO FARRELL	\$ 1,600,000.00	
PECAN GROVE ROAD	\$ 249,000.00	\$189,000.00
RAHAB CONC STREET PROJCT 2014-2015	\$ 350,000.00	
REPAIR AND MAINT MATERIAL	\$ 100,000.00	
TRANSFER TO GENERAL	\$ 100,000.00	
TOTAL STREET CONSTRUCTION	\$ 2,799,000.00	\$189,000.00

transfer to general

ROLLOVERS

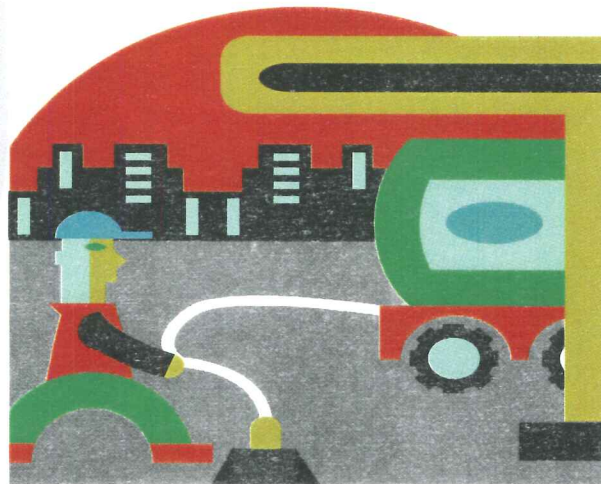
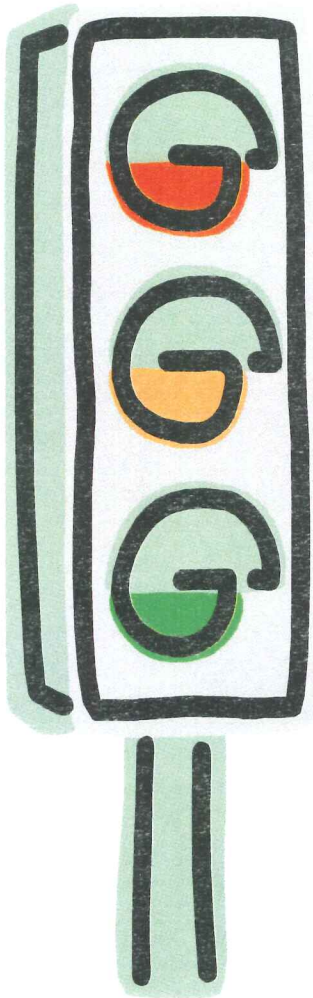
Kickapoo money	\$ 980,000.00	
SMA contribution to Kickapoo	\$ 600,000.00	
street fund money	\$ 400,000.00	
streetscape	\$ 1,800,000.00	
	\$ 3,780,000.00	
	\$ 6,579,000.00	

SMALL FUNDS

DRAFT BUDGET

2014-2015

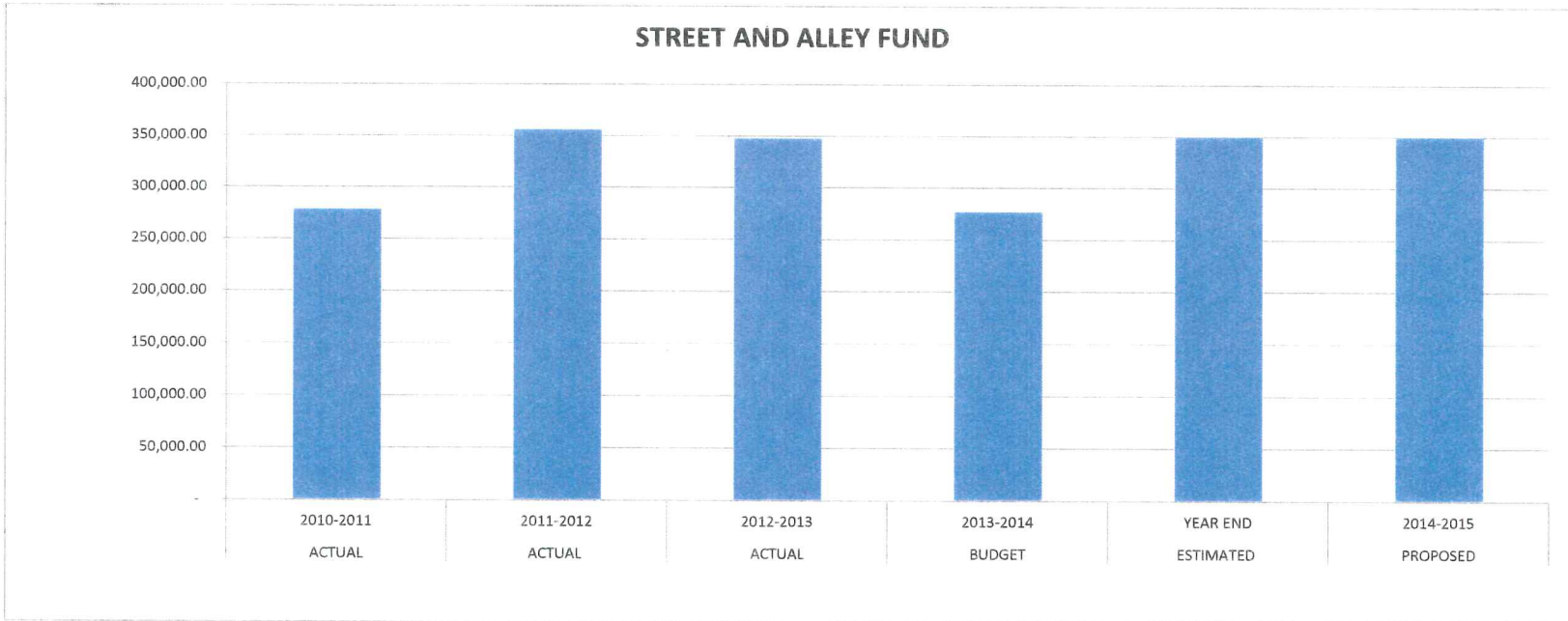
06/02/2014



**STREET AND ALLEY FUND
FUND 101**

6/30/2013	26,487.00
REVENUES	341,820.48
EXPENSES	(350,000.00)
ESTIMATED 06/30/2014	18,307.48

6/30/2014	18,307.48
ADDITIONAL FUDND BALANC	(5,390.00)
EXPENSES	
ESTIMATED 06/30/2015	12,917.48

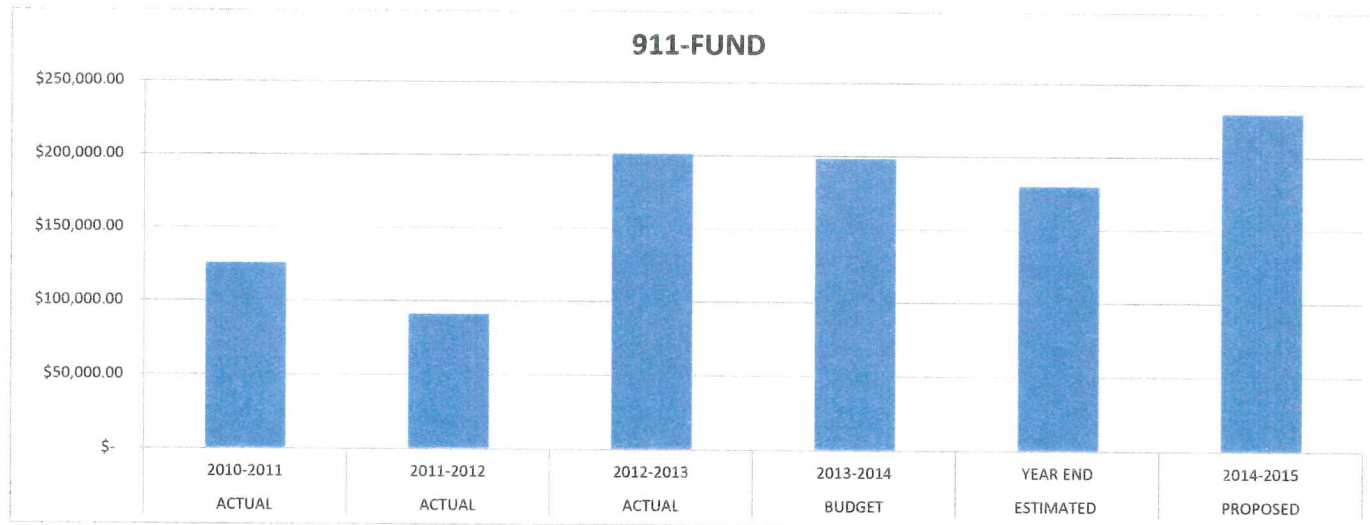


**STREET AND ALLEY FUND
Fund 101**

	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
REVENUES							
101-4006	MOTOR VEHICLE TAX	205,743.00	204,262.45	213,671.00	250,000.00	248,613.77	250,000.00
101-4007	EXCISE TAX	56,894.00	55,334.61	54,776.00	57,000.00	55,546.71	57,000.00
	TOTAL TAXES	262,637.00	259,597.06	268,447.00	307,000.00	304,160.48	307,000.00
101-4249	OTHER PERMITS	1,400.00	1,175.00	1,470.00	1,000.00	1,300.00	1,250.00
101-4701	INTEREST INCOME	-	-	-	-	-	-
1014822	OTHER MISC INCOME	5,830.00	2,120.00	11,130.00	6,360.00	6,360.00	6,360.00
	TRANSFER FROM GENERAL	-	-	175,000.00	50,640.00	30,000.00	30,000.00
	TRANSFER FROM FUND BALANCE	-	-	-	-	-	5,390.00
	OTHER	7,230.00	3,295.00	12,600.00	58,000.00	37,660.00	43,000.00
	TOTAL INCOME	269,867.00	262,892.06	281,047.00	365,000.00	341,820.48	350,000.00
EXPENDITURES							
5-0920-5320	NATURAL GAS	-	-	-	-	-	-
5-0920-5321	ELECTRICITY	278,453.00	356,293.05	347,824.00	276,900.00	350,000.00	350,000.00
5-0920-5420	CAPITAL OUTLAY	-	-	-	-	-	-
	TOTAL EXPENSES	278,453.00	356,293.05	347,824.00	276,900.00	350,000.00	350,000.00

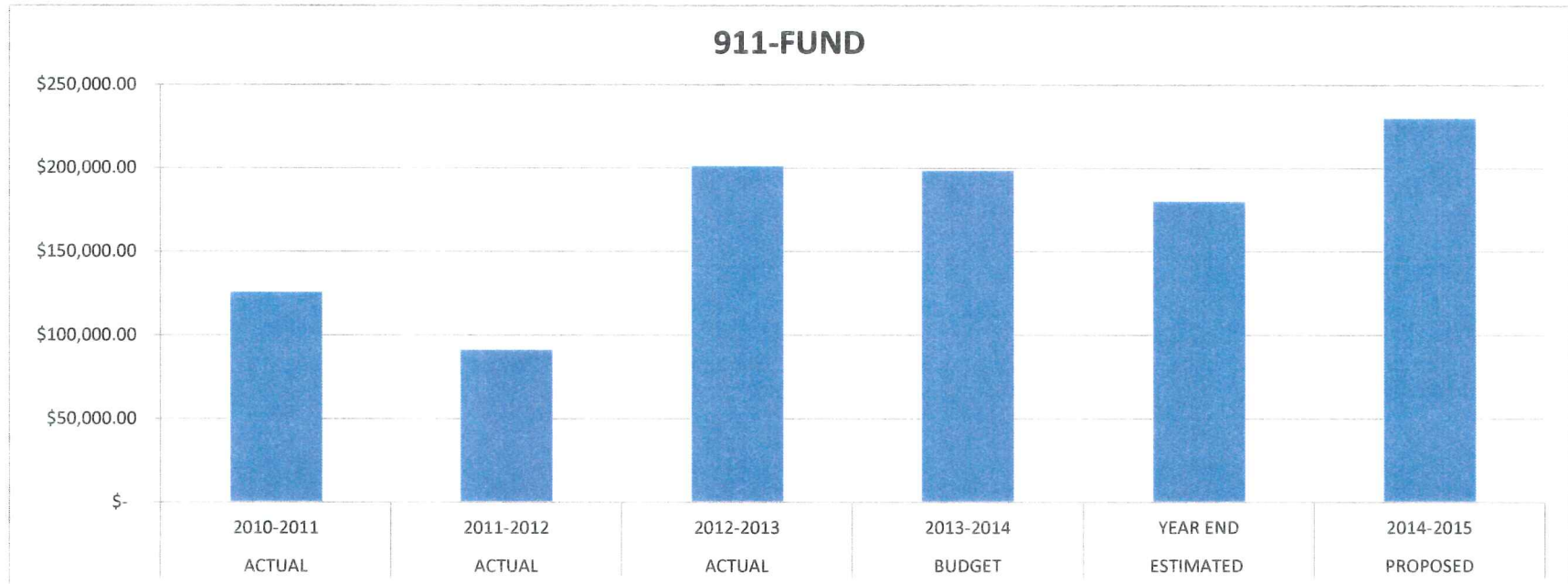
**911-Fund
FUND 102**

BEGINNING FUND BALANCE	
6/30/2013	428,041.00
REVENUES	229,572.68
EXPENSES	(180,040.00)
ESTIMATED 06/30/2014	477,573.68
6/30/2014	477,573.68
ADDITIONAL FUND BALAN	27,500.00
ESTIMATED 06/30/2015	505,073.68



**911-Fund
FUND 102**

BEGINNING FUND BALANCE	
6/30/2013	428,041.00
REVENUES	229,572.68
EXPENSES	(180,040.00)
ESTIMATED 06/30/2014	477,573.68
6/30/2014	477,573.68
ADDITIONAL FUND BALAN	27,500.00
ESTIMATED 06/30/2015	505,073.68

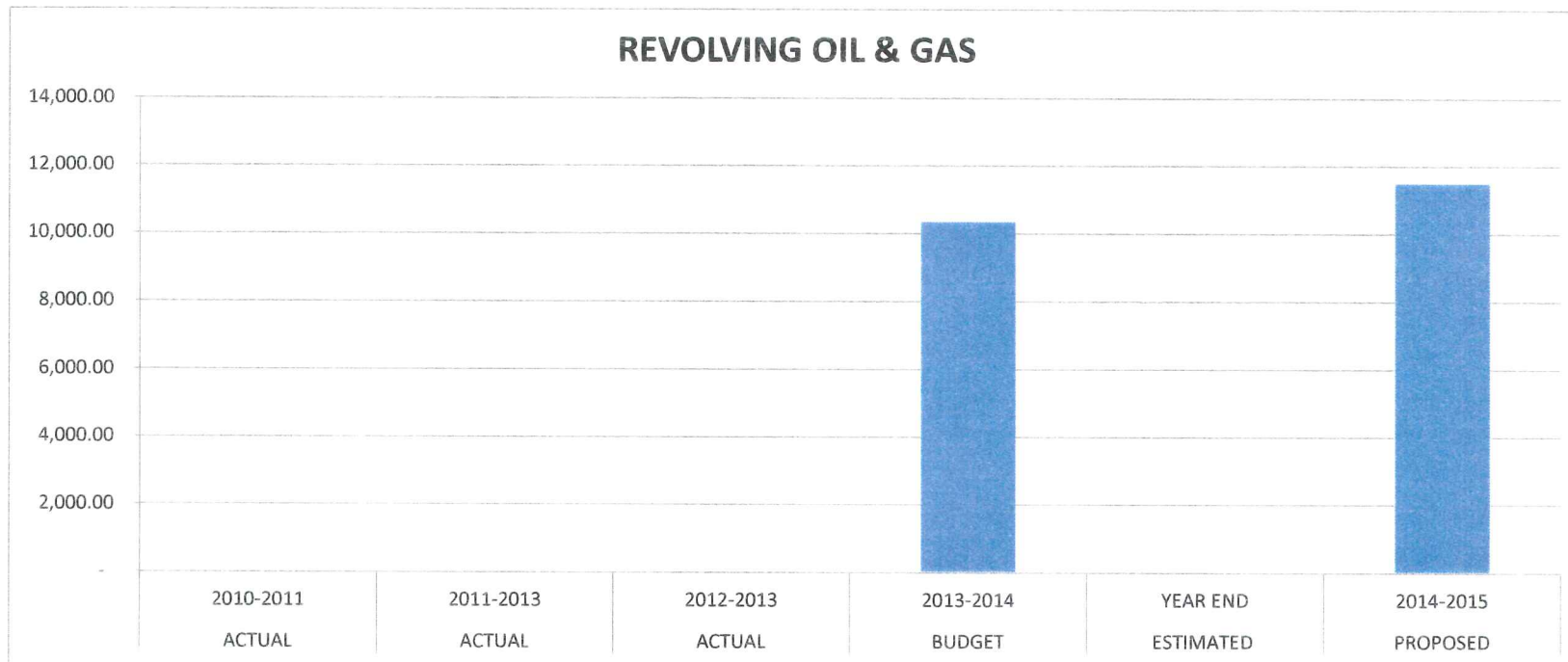


E-911 fund
FUND 102

Number REVENUES	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
102-4012	E-911	\$ 201,097.00	\$ 211,916.93	\$ 228,441.00	\$ 250,000.00	\$ 229,572.68	\$ 230,000.00
102-4701	INTEREST INCOME	\$ -	\$ -		\$ -		
TOTAL REVENUES		\$ 201,097.00	\$ 211,916.93	\$ 228,441.00	\$ 250,000.00	\$ 229,572.68	\$ 230,000.00
102-5-0740-5210	OFFICE & COMPUTER SUPP	\$ -					
102-5-0740-5220	TOOLS & MINOR EQUIP	\$ -					
102-5-0740-5325	TELEPHONE	\$ 87,548.00	\$ 89,382.75	\$ 93,285.00	\$ 161,000.00	\$ 158,040.00	\$ 165,000.00
102-5-0740-5350	SOFTWARE PURCHASES	\$ 8,951.00	\$ 1,890.96	\$ 266.00			
102-5-0740-5345	TRAVEL	\$ -	\$ -		\$ 2,500.00	\$ 2,000.00	\$ 2,500.00
102-5-0740-5340	TRAINING			\$ 98,521.00			
102-5-0740-5399	CONTINGENCY	\$ 510.00	\$ -	\$ 9,120.00	\$ 35,000.00	\$ 20,000.00	\$ 35,000.00
102-50740-5450	CAPITAL OUTLAY-EQUIP	\$ 28,772.00	\$ -	\$ -	\$ -	\$ -	\$ -
	TRANSFER TO FUND BALANCE						\$ 27,500.00
TOTAL EXPENSES		\$ 125,781.00	\$ 91,273.71	\$ 201,192.00	\$ 198,500.00	\$ 180,040.00	\$ 230,000.00

**REVOLVING OIL & GAS
FUND 103**

FUND BALANCE 06/30/2013	254,779.00
REVENUES	11,500.00
EXPENSES	-
EST FUND BALANCE 06/30/14	266,279.00
EST FUND BALANCE 07/01/2014	266,279.00
ADDITIONAL FUND BALANCE	1,250.00
EST FUND BAL 06/30/15	267,529.00

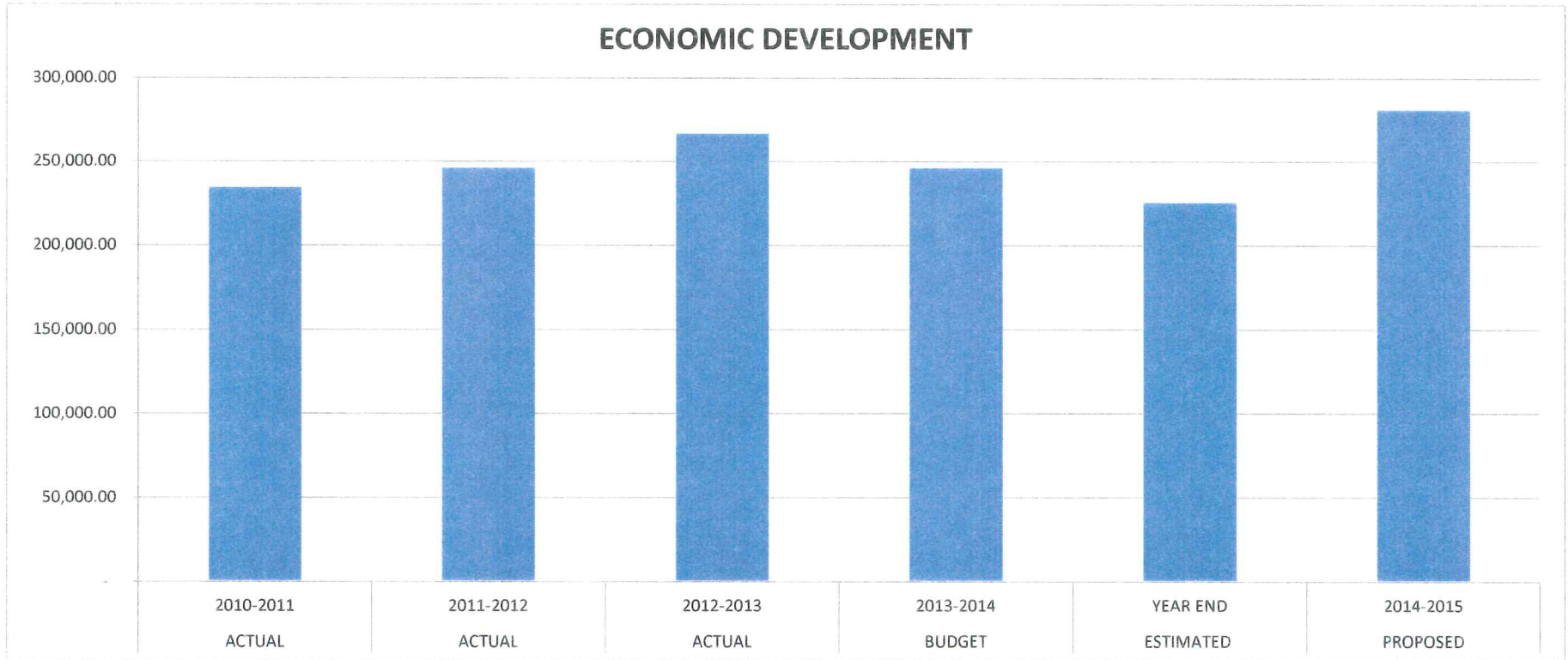


**REVOLVING OIL & GAS
FUND 103**

Number REVENUES	Description	ACTUAL 2010-2011	ACTUAL 2011-2013	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
103-4207	DRILLING PERMITS	3,500.00	-	-	-	-	-
103-4208	RENEWAL PERMITS	8,500.00	10,500.00	10,500.00	10,250.00	11,500.00	11,500.00
103-4701	INTEREST INCOME	-	-	-	100.00	-	-
	TOTAL REVENUE	12,000.00	10,500.00	10,500.00	10,250.00	11,500.00	11,500.00
 EXPENSES							
103-5-0710-5314	INSPECTIONS & TESTING	-	-	-	10,250.00	-	10,250.00
103-5-0710-5353	LEGAL ADVERTISING	-	-	-	-	-	-
103-5-0710-5399	CONTINGENCY	-	-	-	100.00	-	-
	TRANSFER TO FUND BALANCE	-	-	-	-	-	1,250.00
	TOTAL EXPENSES	-	-	-	10,350.00	-	11,500.00

**ECONOMIC DEVELOPMENT
FUND 104**

FUND BALANCE 06/30/2013	\$	154,705.00
REVENUES	\$	294,857.12
EXPENSES	\$	(240,501.67)
EST FUND BALANCE 06/30/14	\$	209,060.45
EST FUND BALANCE 07/01/2014	\$	209,060.45
TRANSFER TO FUND BALANCE	\$	7,693.83
EST FUND BAL 06/30/15	\$	216,754.28

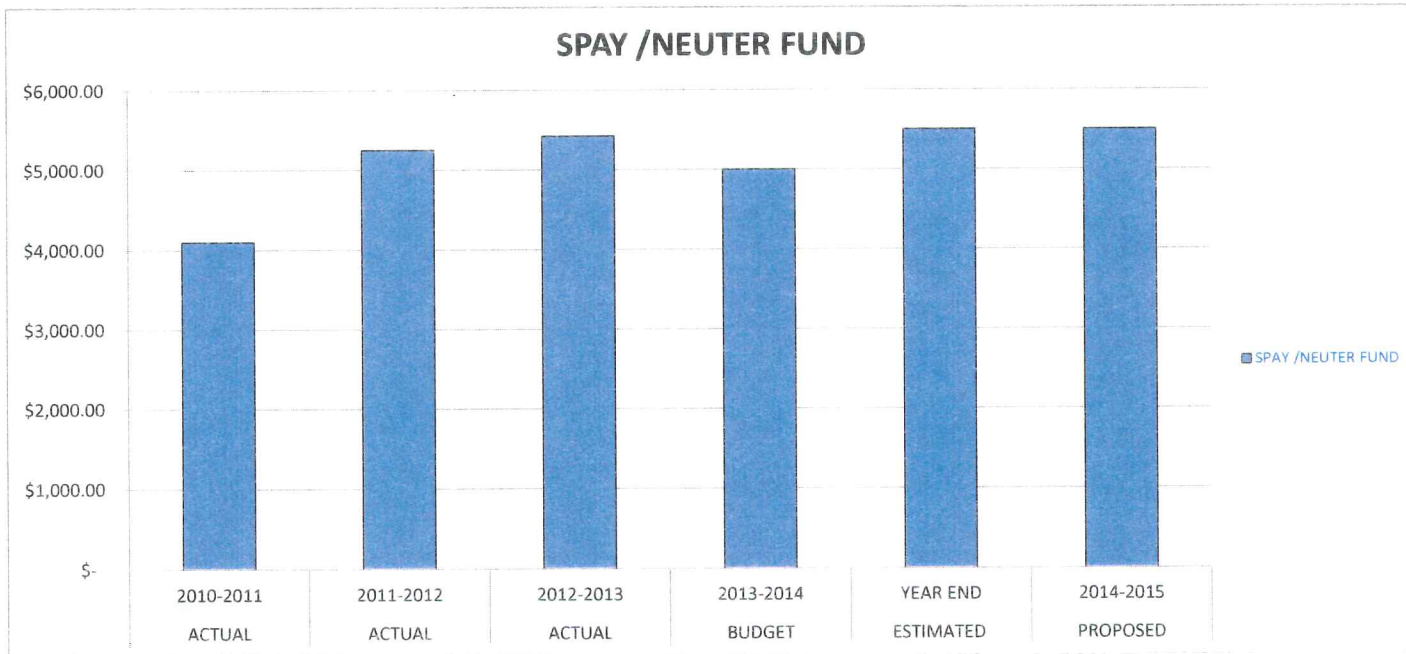


**ECONOMIC DEVELOPMENT
FUND 104**

Number REVENUES	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
104-4001	SALES TAX	268,583.00	275,076.66	283,610.00	283,228.00	294,557.12	303,393.83
104-4102	STATE GRANT REVENUE	-	-	-	-	-	-
104-4701	INTEREST INCOME	-	32.03	-	-	-	-
104-4702	INTEREST INCOME-SALES TAX	300.00	259.72	255.00	300.00	300.00	300.00
104-4916	TRANSFER FROM CAP IMPROV	-	-	-	-	-	-
	TOTAL REVENUE	268,883.00	275,368.41	283,865.00	283,528.00	294,857.12	303,693.83
EXPENSES							
104-5-1310-5330	COMMUNITY SERVICE CONTS	8,000.00	-	-	-	-	-
104-5-1310-5339	OTHER CONTRACTUAL SERVICES	50,000.00	50,000.00	54,165.00	50,000.00	45,835.00	50,000.00
104-5-1310-5368	INDUSTRIAL DEVL CONTRACT	176,400.00	195,999.96	212,333.00	196,000.00	179,666.67	231,000.00
104-5-1310-5369	INDUSTRIAL DEV GRANTS	-	-	-	-	-	-
	TOTAL EXPENSES	234,400.00	245,999.96	266,498.00	246,000.00	225,501.67	281,000.00
TRANSFERS							
104-5-5030-5326	TRANSFER TO SAA	-	-	-	-	-	-
104-5-5030-5627	TRANSFER TO SCCDA	-	-	-	-	-	-
104-5-5030-5640	PYMNTS TO UNIT SCCD	-	-	-	-	-	-
104-5-5030-5641	TRANSFER TO SISTER CITIES	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
	TRANSFER TO FUND BALANCE	-	-	-	-	-	7,693.83
	TOTAL ECONOMIC DEVELOP	249,400.00	260,999.96	281,498.00	261,000.00	240,501.67	303,693.83

**SPAY /NEUTER FUND
FUND 105**

FUND BALANCE 06/30/2013	16,616.00
REVENUES	7,000.00
EXPENSES	(5,500.00)
EST FUND BALANCE 06/30/14	18,116.00
EST FUND BALANCE 07/01/2014	18,116.00
TRANSFER TO FUND BALANCE	1,500.00
EST FUND BAL 06/30/15	19,616.00



**SPAY /NEUTER FUND
FUND 105**

Number REVENUES	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
105-4701	INTEREST INCOME	\$ -	\$ -		\$ -		
105-4814	SPAY/NEUTER REVENUE	\$ 4,953.00	\$ 6,959.00	\$ 7,459.00	\$ 6,750.00	\$ 7,000.00	\$ 7,000.00
TOTAL REVENUES		\$ 4,953.00	\$ 6,959.00	\$ 7,459.00	\$ 6,750.00	\$ 7,000.00	\$ 7,000.00
EXPENSES							
105-5-0640-5366	SPAY/NEUTER EXP/REFUNDS	\$ 4,098.00	\$ 5,249.04	\$ 5,423.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00
	TRANSFER TO FUND BALANCE						\$ 1,500.00
Total expenses		\$ 4,098.00	\$ 5,249.04	\$ 5,423.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00

**HOTEL/MOTEL SURCHARGE
FUND 106**

BEGINNING FUND BALANCE

6/30/2013	\$	16,064.00
REVENUES	\$	564,155.07
EXPENSES	\$	(558,512.52)
ESTIMATED 06/30/2014	\$	21,706.55

6/30/2014		
REVENUES	\$	550,000.00
EXPENSES	\$	(550,000.00)
ESTIMATED 06/30/2015	\$	21,706.55



**HOTEL/MOTEL SURCHARGE
FUND 106**

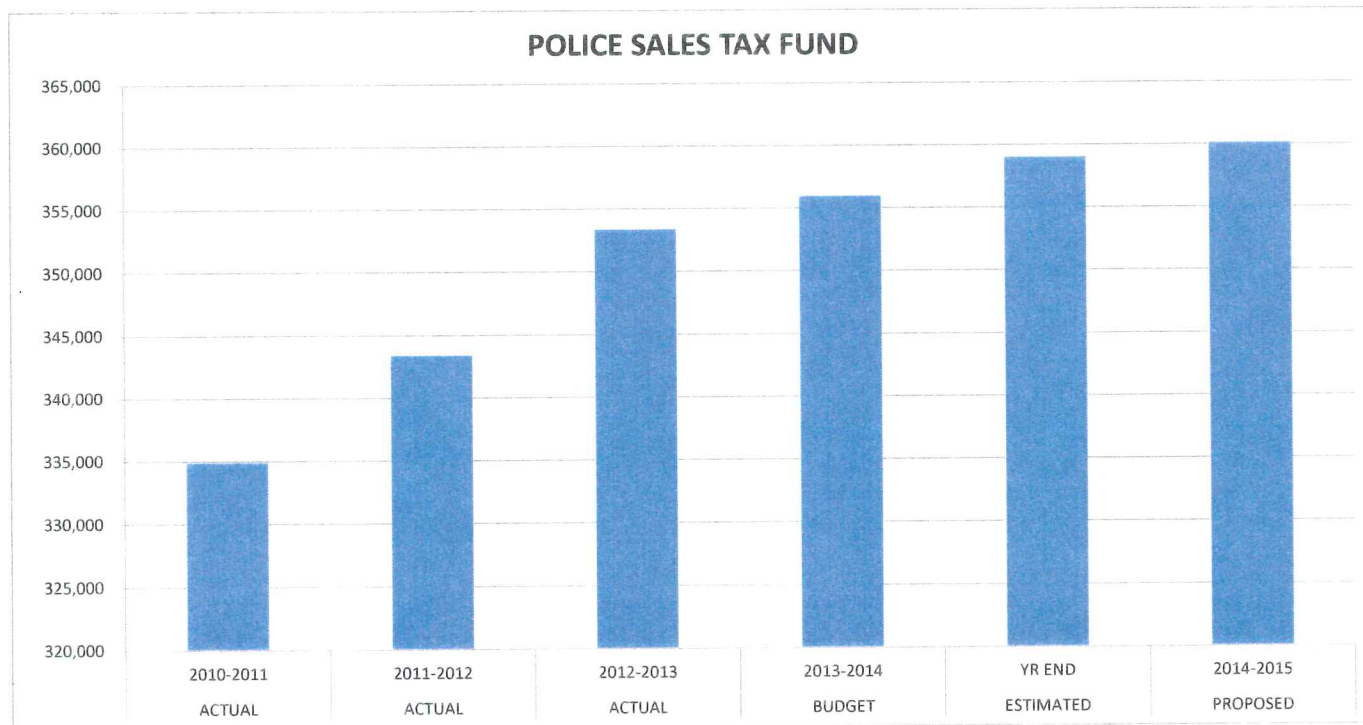
Number REVENUES	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
106-4004	HOTEL/MOTEL SURCHARGE	\$ 404,690.00	\$ 472,083.85	\$ 561,558.00	\$ 385,000.00	\$ 564,155.07	\$ 550,000.00
106-4102	STATE GRANT REVENUES	\$ 5,000.00	\$ 4,000.00	\$ 2,000.00	\$ -		
TOTAL REVENUES		\$ 409,690.00	\$ 476,083.85	\$ 563,558.00	\$ 385,000.00	\$ 564,155.07	\$ 550,000.00
106-5-5020-5339	OTHER CONTRACTUAL SERV	\$ 410,516.00	\$ 438,189.16	\$ 606,607.00	\$ 372,500.00	\$ 558,512.52	\$ 544,500.00
106-5-5020-5399	CONTINGENCY				\$ -		\$ 5,500.00
TOTAL EXPENSES		\$ 410,516.00	\$ 438,189.16	\$ 606,607.00	\$ 372,500.00	\$ 558,512.52	\$ 550,000.00

**POLICE SALES TAX FUND
FUND 107**

BEGINNING FUND BALANCE

6/30/2013	\$	44,396.00
REVENUES	\$	359,021.00
EXPENSES	\$	(359,021.00)
ESTIMATED 06/30/2014	\$	44,396.00

6/30/2014		
REVENUES	\$	360,098.06
EXPENSES	\$	(360,098.06)
ESTIMATED 06/30/2015	\$	44,396.00



**POLICE SALES TAX FUND
FUND 107
REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YR END	PROPOSED 2014-2015
4001	SALES TAX	335,728	343,846	354,513	355,967	359,021	360,098
	TOTAL SALES TAX	335,728	343,846	354,513	355,967	359,021	360,098
4701	INTEREST INCOME	(57)	40	4			
4702	INTEREST INC. - SALES TAX	433	325	319	350	200	200
	TOTAL INTEREST INCOME	376	365	323	390		
	TOTAL SALES & INTEREST INCOME	336,104	344,210	354,836	356,357	359,021	360,098

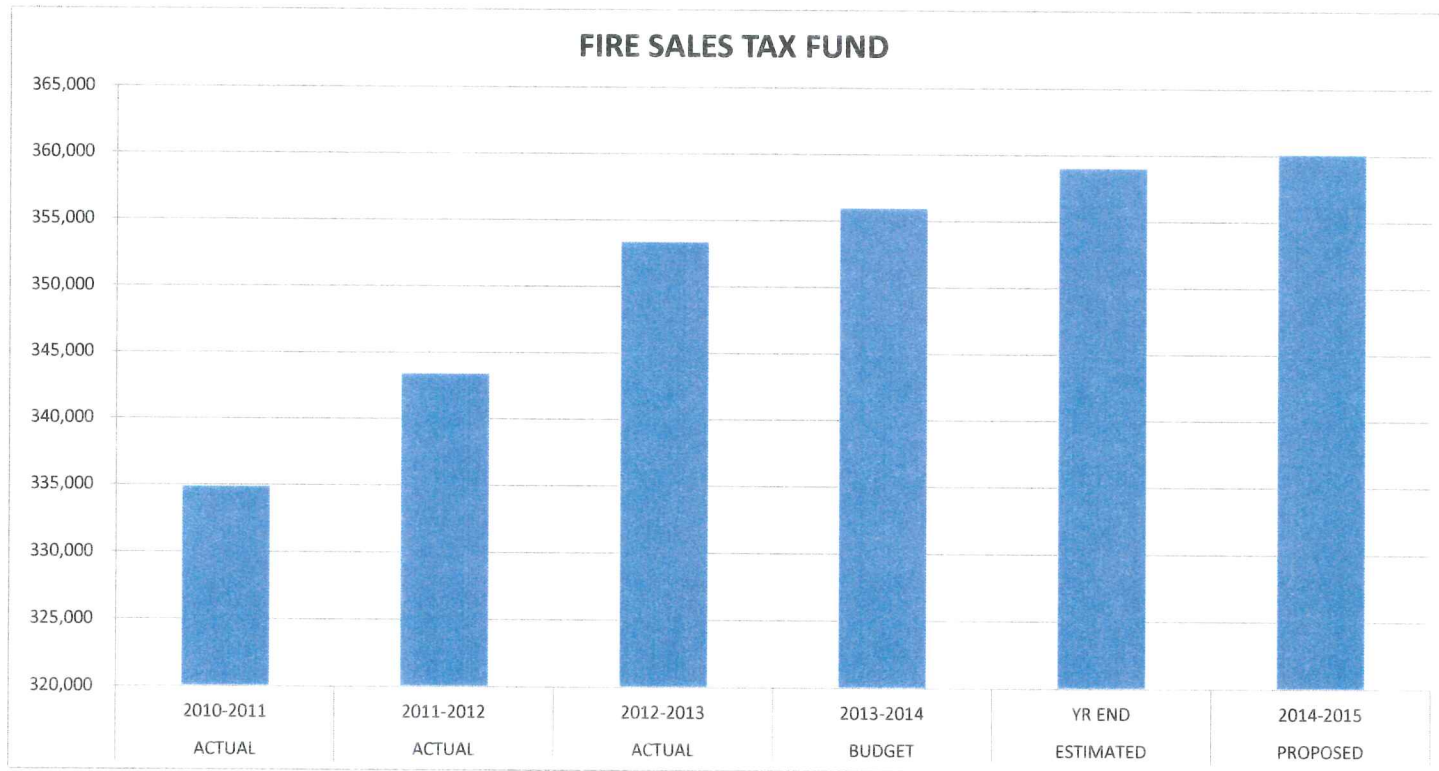
EXPENSES							
ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	PROPOSED 2013-2014	ESTIMATED YR END	PROPOSED 2013-2014
5.0620.5399	CONTINGENCY	-	-	-	-	-	-
	TOTAL CONTINGENCY	-	-	-	-	-	-
5.5030.5601	TRANSFERS TO GENERAL FUND	334,870	343,372	353,362	355,967	359,021	360,098
	TOTAL TRANSFER TO OTHER FUNDS	334,870	343,372	353,362	355,967	359,021	360,098
	TOTAL CONTINGENCY & TRANSFERS	334,870	343,372	353,362	355,967	359,021	360,098

**FIRE SALES TAX FUND
FUND 108**

BEGINNING FUND BALANCE

6/30/2013	\$	44,396.00
REVENUES	\$	359,021.00
EXPENSES	\$	(359,021.00)
ESTIMATED 06/30/2014	\$	44,396.00

6/30/2013		
REVENUES	\$	360,098.06
EXPENSES	\$	(360,098.06)
ESTIMATED 06/30/2014	\$	44,396.00



**FIRE SALES TAX FUND
FUND 108
REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YR END	PROPOSED 2014-2015
4001	SALES TAX	335,728	343,846	354,513	361,253	359,021	360,098
	TOTAL SALES TAX	335,728	343,846	354,513	361,253	359,021	360,098
4701	INTEREST INCOME	(57)	40	4	0		
4702	INTEREST INC. - SALES TAX	433	325	319	360	300	300
	TOTAL INTEREST INCOME	376	365	323	390		
	TOTAL SALES & INTEREST INCOME	336,104	344,210	354,836	361,643	359,021	360,098

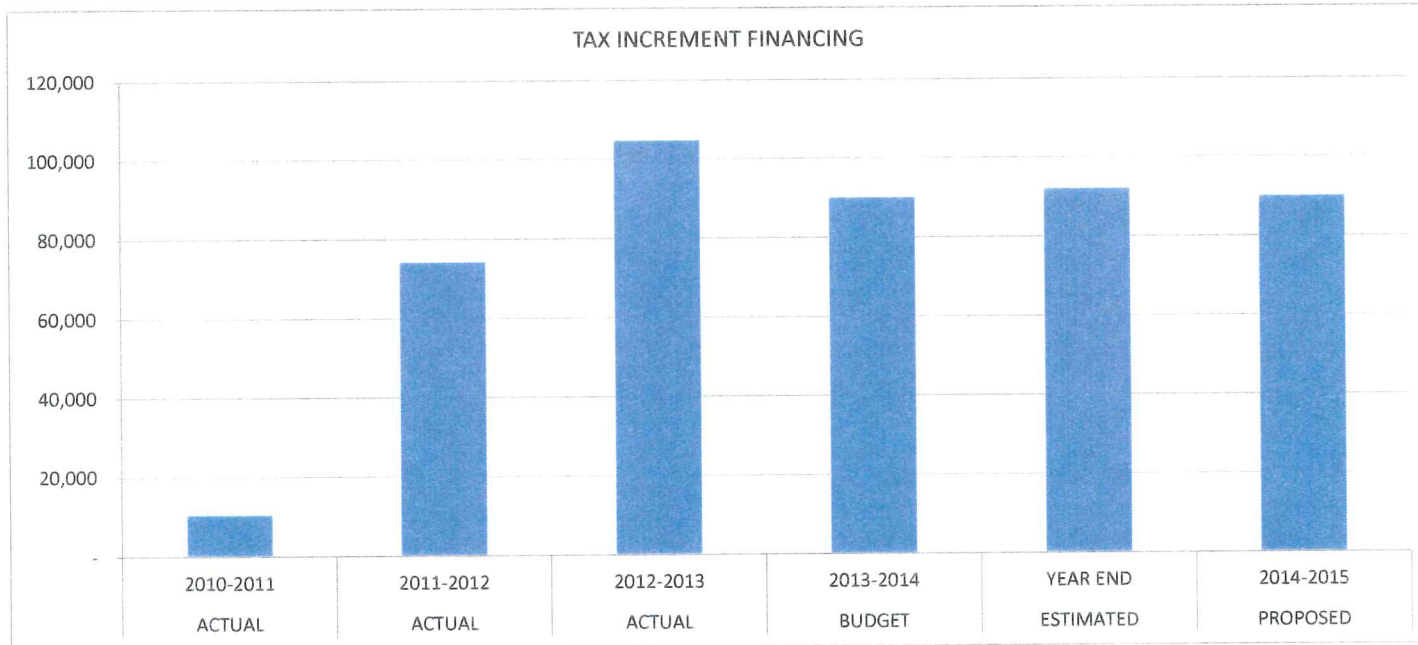
EXPENSES

ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YR END	PROPOSED 2013-2014
5.0620.5399	CONTINGENCY	-	-	-	-	-	-
	TOTAL CONTINGENCY	-	-	-	-	-	-
5.5030.5601	TRANSFERS TO GENERAL FUND	334,870	343,372	353,362	361,253	359,021	360,098
	TOTAL TRANSFER TO OTHER FUNDS	334,870	343,372	353,362	361,253	359,021	360,098
	TOTAL CONTINGENCY & TRANSFERS	334,870	343,372	353,362	361,253	359,021	360,098

TAX INCREMENT FINANCING

FUND 112

FUND BALANCE 06/30/2013	464,905
REVENUES	92,046
EXPENSES	-
ESTIMATED 06/30/2014	556,951
 6/30/2014	 556,951
TRANSFER TO FUND BALANCE	85,500
	-
ESTIMATED 06/30/2015	642,451



TAX INCREMENT FINANCING FUND 112							
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
4008	AD VALOREM TAXES - CURRENT	10,363	74,245	104,635	90,000	92,046	90,000
	TOTAL AD VALOREM TAXES - CURRENT	10,363	74,245	104,635	90,000	92,046	90,000
4701	INTEREST INCOME	-	-	-	-	-	0
	TOTAL INTEREST INCOME	-	-	-	-	-	0
	TOTAL AD VALOREM TAXES & INTEREST INCOME	10,363	74,245	104,635	90,000	92,046	90,000
ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2011-2012	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5.0520.5353	LEGAL ADVERTISING	-	-	-	500	-	500
	TRANSFER TO FUND BALANCE						85,500
	EXPENSES	-	-	-	500	-	86,000

WORKMANS COMP

Fund 601

Description		ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
REVENUES							
4820	CHARGES FOR SERVICES	715,493.0	671,248.7	727,622.0	650,000.0	650,000.0	650,000.0
	TOTAL FOR CHARGES FOR SERVICES	715,493.0	671,248.7	727,622.0	650,000.0	650,000.0	650,000.0
4701	INTEREST INCOME	-	214.0	-	-	-	-
	TOTAL INTEREST INCOME	-	214.0	-	-	0	-
4822	OTHER MISC REVENUE	9,239.0	-	-	10,500.0	-	10,500.0
4825	REFUNDS & REIMB	1,527.0	16,290.5	2,500.0	-	45,000.0	-
	TOTAL OTHER REVENUE	10,766.0	16,290.5	2,500.0	10,500.0	45,000.0	10,500.0
	TOTAL REVENUE	726,259.0	687,753.2	730,122.0	660,500.0	695,000.0	660,500.0
EXPENSES							
5-5050-5303	REPAIR & MAINT-EQUIPME	-	3,273.4	-	3,500.0	-	3,500.0
5-5050-5304	REPAIR & MAINT-VEHICLE	-	1,333.4	-	1,000.0	-	1,000.0
5-5050-5310	LEGAL SERVICES (MISC.)	1,031.0	3,879.1	2,423.0	3,000.0	-	3,000.0
5-5050-5311	LEGAL - CLAIMANT	40,128.0	23,290.2	24,112.0	2,500.0	-	2,500.0
5-5050-5312	LEGAL - DEFENSE	44,899.0	30,075.1	-	15,000.0	28,500.0	30,500.0
5-5050-5313	INVESTIGATION SERVICES	5,627.0	5,649.0	-	5,000.0	-	5,000.0
5-5050-5316	MEDICAL DRUGS & SUPPLI	57,894.0	64,014.0	132,430.0	50,000.0	49,000.0	125,000.0
5-5050-5317	MEDICAL SERVICES - (MI	179,852.0	143,018.8	124,612.0	150,000.0	75,000.0	150,000.0
5-5050-5318	HOSPITAL	38,300.0	68,073.9	61,382.0	75,000.0	5,000.0	75,000.0
5-5050-5319	OTHER PROFESSIONAL SRV	8,965.0	-	114.0	2,500.0	140,000.0	2,500.0
5-5050-5320	REHABILITATION CARE	1,255.0	-	-	2,500.0	5,000.0	2,500.0
5-5050-5321	NURSING/ATTENDANT CARE	-	-	-	-	-	-
5-5050-5339	OTHER CONTRACTUAL SERV	341,713.0	16,700.0	92,033.0	15,000.0	45,000.0	15,000.0
5-5050-5343	PENALTIES & INTEREST	-	-	-	-	-	-

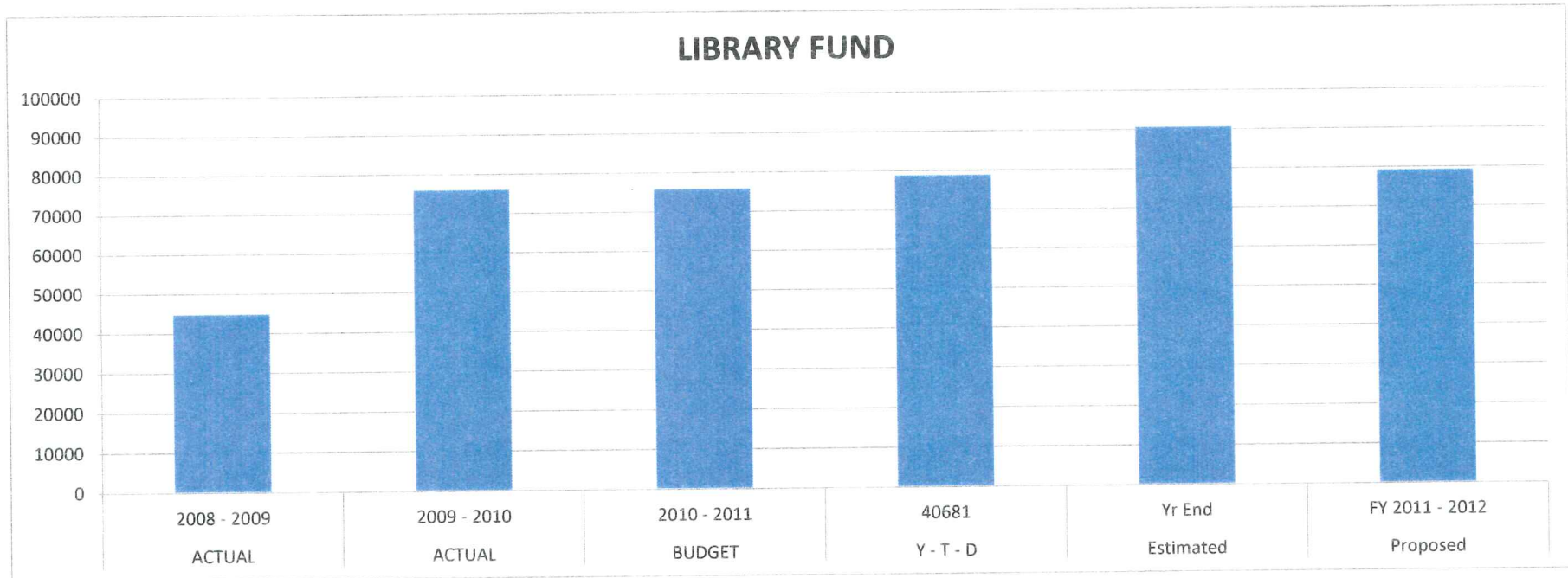
WORKMANS COMP
Fund 601

Description		ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-5050-5344	ASSESSMENTS	18,857.0	11,016.9	9,447.0	10,000.0	15,000.0	10,000.0
5-5050-5345	TRAVEL	4,970.0	10,228.4	2,315.0	2,500.0	2,000.0	2,500.0
5-5050-5346	SPECIAL TAXES	8,519.0	511.0	5,789.0	2,500.0	3,000.0	2,500.0
5-5050-5347	MEMBERSHIPS & DUES	-	-	-	-	-	-
5-5050-5355	INSURANCE	51,487.0	67,273.0	69,333.0	-	-	-
5-5050-5365	CLAIM SETTLEMENTS	-	-	16,250.0	60,000.0	60,000.0	40,000.0
5-5050-5366	PI - PERMANENT IMPAIRM	331,638.0	174,501.8	150,851.0	50,000.0	75,000.0	50,000.0
5-5050-5367	PT - PERMANENT TOTAL	21,266.0	21,674.9	21,675.0	50,000.0	30,000.0	30,000.0
5-5050-5368	TP - TEMPORARY PARTIAL	-	-	-	50,500.0	-	-
5-5050-5369	TT - TEMPORARY TOTAL	59,575.0	57,164.8	61,468.0	75,000.0	75,000.0	75,000.0
5-5050-5370	PS - PERMANENT TOTAL S	-	-	-	-	-	-
5-5050-5371	TR - TEMPORARY TOTAL R	-	-	-	-	-	-
5-5050-5372	DEATH BENEFITS	-	-	-	25,000.0	-	25,000.0
5-5050-5373	CATASTROPHIC LOSS	-	-	-	-	-	-
5-5050-5374	ADVANCES	-	-	-	-	-	-
5-5050-5375	DISFIGUREMENT	-	-	-	-	-	-
5-5050-5376	JOINT PETITION	-	-	-	-	-	-
5-5050-5377	WAGE LOSS	-	-	-	-	-	-
5-5050-5378	MISC. OTHER SERV. & CH	6,669.0	6,669.0	11,592.0	10,000.0	10,000.0	10,000.0
5-5050-5379	IBNR Incurred/Not Rprt						
		1,222,645.0	708,346.8	785,826.0	660,500.0	617,500.0	660,500.0
	CAPITAL - EQUIPMENT						
		1,222,645.0	708,346.8	785,826.0	660,500.0	617,500.0	660,500.0

LIBRARY FUND FUND 701 REVENUE		ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
ACCOUNT NUMBER	DESCRIPTION						
4701	INTEREST INCOME	-	-	-	-	-	0
	TOTAL INTEREST INCOME	-	-		-	-	0
4901	TRANSFER FROM GEN FUND	74,000	74,000	74,000	74,000	74,000	74000
	TRANSFER FROM FUND BALANCE						7400
	TOTAL TRANSFERS IN	74,000	74,000	74,000	74,000	74,000	74000
	TOTAL REVENUES	74,000	74,000	74,000	74,000	74,000	74000
EXPENSES							
5-1110-5250	OTHER MATERIALS&SUPPLIES	2,055	2,089	2,252	2,500	2,100	2,500
	TOTAL MATERIALS & SUPPLIES	2,055	2,089	2,252	2,500	2,100	2,500
5-1110-5301	EQUIP. MAINT. CONTRACTS	1,690	1,984	1,545	3,800	1,600	3,800
5-1110-5302	REPAIR & MAINT. - BLDGS.	8,791	5,205	7,888	8,000	9,500	9,000
5-1110-5303	REPAIR & MAINT. - EQUIP.	-	-	-	-	-	-
5-1110-5320	NATURAL GAS	-	-	-	-	-	-
5-1110-5321	ELECTRICITY	27,615	36,303	31,218	34,000	33,450	34,000
5-1110-5325	TELEPHONE	2,145	1,887	3,309	2,500	3,300	3,500
5-1110-5326	PAGERS	-	-	-	-	-	-
5-1110-5355	INSURANCE	14,465	2,535	13,557	5,500	13,557	13,600
5-1110-5378	MISC. OTHER SERV. & CHGS.	29,680	28,160	28,455	30,000	2,600	15,000
	TOTAL OTHER SERVICES & CHARGES	84,386	76,074	85,972	83,800	64,007	78,900
	TOTAL LIBRARY	86,441	78,163	88,224	86,300	66,107	81,400

**LIBRARY FUND
FUND 701**

FUND BALANCE 06/30/2013	14,803
REVENUES	74,000
EXPENSES	(66,107)
ESTIMATED 06/30/2014	22,696
6/30/2014	22,696
TRANSFER FROM FUND BALANCE	(7,400)
ESTIMATED 06/30/2015	15,296



LIBRARY FUND
FUND 701
REVENUE

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
4701	INTEREST INCOME	-	-	-	-	-	0
	TOTAL INTEREST INCOME	-	-	-	-	-	0
4901	TRANSFER FROM GEN FUND	74,000	74,000	74,000	74,000	74,000	74000
	TRANSFER FROM FUND BALANCE						7400
	TOTAL TRANSFERS IN	74,000	74,000	74,000	74,000	74,000	74000
	TOTAL REVENUES	74,000	74,000	74,000	74,000	74,000	74000
EXPENSES							
5-1110-5250	OTHER MATERIALS&SUPPLIES	2,055	2,089	2,252	2,500	2,100	2,500
	TOTAL MATERIALS & SUPPLIES	2,055	2,089	2,252	2,500	2,100	2,500
5-1110-5301	EQUIP. MAINT. CONTRACTS	1,690	1,984	1,545	3,800	1,600	3,800
5-1110-5302	REPAIR & MAINT. - BLDGS.	8,791	5,205	7,888	8,000	9,500	9,000
5-1110-5303	REPAIR & MAINT. - EQUIP.	-	-	-	-	-	-
5-1110-5320	NATURAL GAS	-	-	-	-	-	-
5-1110-5321	ELECTRICITY	27,615	36,303	31,218	34,000	33,450	34,000
5-1110-5325	TELEPHONE	2,145	1,887	3,309	2,500	3,300	3,500
5-1110-5326	PAGERS	-	-	-	-	-	-
5-1110-5355	INSURANCE	14,465	2,535	13,557	5,500	13,557	13,600
5-1110-5378	MISC. OTHER SERV. & CHGS.	29,680	28,160	28,455	30,000	2,600	15,000
	TOTAL OTHER SERVICES & CHARGES	84,386	76,074	85,972	83,800	64,007	78,900
	TOTAL LIBRARY	86,441	78,163	88,224	86,300	66,107	81,400



SMA DRAFT BUDGET

2014-2015

SMA Budget Assumptions

General information

Budgeting merit of 2.5% and COLA at 1.5%

Administration cost to the City remains the same

Paying debt service of \$250K to the City for loan from years ago-

Revenues-

Budgeting the same as last year- Revenues are coming in right on target for fiscal year 2013-2014 and we feel safe using the same figures

Expenses

Utility Billing

Nothing unusual except

Account # 5-0310-5360 bank charges- currently when someone makes a payment on line the customer has been absorbing the cost we would like to change it so that SMA absorbs the cost \$30K- doing this we hope will encourage online bill pay

Capital outlay- remodel of the old drive thru

Utility Administration

5-1010-5310- Legal services- increase to accommodate for on going legal issues

5-1010-5339 Other Contractual services-Recycling, garbage pick up and 100K for ARM pilot program

Lake

5-1020-5339- Other Contractual Services: Wes Watkins- we pay 85% of the overage of operating expenses

Water Production

Nothing Unusual

Water Distribution

Nothing unusual

North side Treatment Plant

Nothing unusual

Southside Treatment Plant

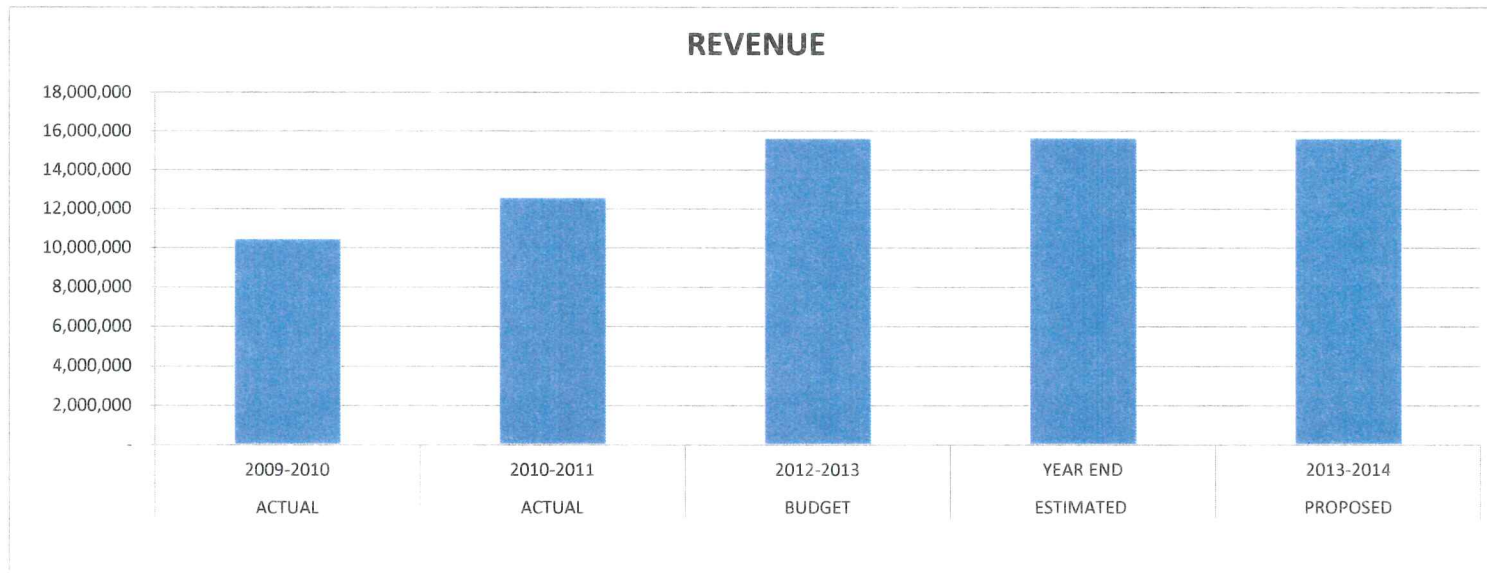
Nothing unusual

Debt

\$500k for Wes Watkins refinance- this will be the last year

REVENUES SMA

DESCRIPTION	ACTUAL 2009-2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
CHARGES FOR SERVICES	9,440,138	11,274,891	12,751,146	15,082,247	15,098,722	15,082,247
RENTAL REVENUES	11,621	10,940	13,413	14,000	14,000	14,000
INTEREST INCOME	90,819	72,965	59,272	36,000	30,300	36,000
OTHER REVENUES	223,218	294,767	551,326	470,000	476,937	470,000
TRANSFER IN	657,649	880,399	81,106	-	-	-
TOTAL REVENUES	10,423,445	12,533,962	13,456,263	15,602,247	15,619,959	15,602,247



SMA REVENUES

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
4501	WATER SALES	5,628,502	7,007,278	7,516,403	8,404,747	8,394,128	8,404,747
4502	SEWER SERVICE	3,626,101	3,669,418	3,822,197	4,300,000	4,308,168	4,300,000
4503	SANITATION SERVICE	1,762,621	1,754,848	1,759,716	2,000,000	2,053,426	2,000,000
4510	WATER TAPS	12,600	12,300	16,200	13,500	13,000	13,500
4512	INDUSTRIAL PRETREAT. FEE	50,607	55,077	57,437	60,000	75,000	60,000
4516	RECONNECT FEES	190,000	247,625	233,619	300,000	250,000	250,000
4517	INSUFFICIENT CHECK FEES	4,460	4,600	4,100	4,000	5,000	4,000
	TOTAL CHARGES FOR SERVICES	11,274,891	12,751,146	13,409,672	15,082,247	15,098,722	15,082,247
4610	LEASE REVENUE-OIL AND GAS	0	0	3,307	0	0	0
4697	NEXTEL TOWER RENTAL	10,940.00	13,413.00	12,671.00	14,000.00	14,000.00	14,000.00
	TOTAL RENTAL REVENUES	10,940.00	13,413.00	15,978.00	14,000.00	14,000.00	14,000.00
4701	INTEREST INCOME	71,017.00	58,313.00	45,195.00	35,000.00	30,000.00	35,000.00
4706	METER DEPOSIT INTEREST	-	-	-	-	-	-
4708	WATER IMPROVEMENT INTEREST	1,948.00	959.00	107.00	1,000.00	300.00	500.00
	TOTAL INTEREST INCOME	72,965.00	59,272.00	45,302.00	36,000.00	30,300.00	36,000.00
4801	PENALTIES	277,036.00	287,712.00	271,115.00	300,000.00	289,937.00	300,000.00
4804	INSURANCE RECOVERY	10,586.00	98,212.00	-	-	-	-
4812	CASH LONG/SHORT	389.00	(186.00)	92.00	-	-	-
4822	OTHER MISC. REVENUE	125.00	54,423.00	8,514.00	50,000.00	75,000.00	50,000.00
4825	REFUNDS & REIMBURSEMENTS	6,631.00	-	10,112.00	-	-	-
4853	LOAN PROCEEDS	-	-	-	-	-	-
	LAKE LEASES	-	111,165.00	57,676.00	120,000.00	112,000.00	120,000.00
	TOTAL OTHER REVENUES	294,767.00	551,326.00	347,509.00	470,000.00	476,937.00	470,000.00
4916	TRANSFER FROM CAPITAL IMPROV.	657,649.00	58,868.00	1,126,306.00	-	-	-
	TRANSFER FROM FUND BALANCE	-	-	-	-	-	-
4960	CONTRIBUTED CAPITAL REVENUE	222,750.00	22,238.00	-	-	-	-
	TOTAL TRANSFERS IN	880,399.00	81,106.00	-	-	-	-
	TOTAL REVENUES	12,533,962.00	13,456,263.00	-	15,602,247.00	15,619,958.81	15,602,247.00

MUNICIPAL AIRPORT
FUND 511

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	Estimated YEAR END	Proposed 2014-2015
4101	FEDERAL GRANT REVENUE	2,084,830	2,771,676	-	-	409,560	-
4102	STATE GRANT REVENUE	308,566	197,598	-	-	27,069	-
	TOTAL INTERGOVERNMENTAL REVENUES	2,393,396	2,969,274	-	-	436,630	-
4625	AIRPORT RENTAL REVENUE	77,964	65,055	102,621	108,570	109,483	110,052
4626	T-HANGAR RENTAL REVENUE	56,190	59,373	59,552	65,000	60,997	69,360
4695	WATER TOWER RENTAL	47,302	49,046	50,854	52,500	53,913	55,530
4699	OTHER RENTAL REVENUE	106					
	TOTAL RENTAL REVENUES	181,562	173,474	213,027	226,070	224,393	234,942
4701	INTEREST INCOME	-	-	-	-	-	-
	TOTAL INTEREST REVENUES	-	-	-	-	-	-
4803	OIL & GAS ROYALTIES	4,386	16,053	5,551	14,000	10,255	10,000
4813	SALE OF REAL PROPERTY	-	-	-	-	-	-
4825	REFUNDS & REIMBURSEMENTS	407	805	558	-	800	-
4835	FUEL FLOWAGE FEE	359	655	728	750	100	200
4836	FUEL SALES	210,653	237,149	256,505	300,000	344,294	325,000
4850	EVENT REVENUES	2,680	4,500	10,180	12,500	7,200	7,000
	TOTAL OTHER REVENUES	218,485	259,162	273,522	327,250	362,649	342,200
4905	TRANSFER FROM ECON DEVLPT	-			-	-	-
	TOTAL TRANSFERS IN	-	-	-	-	-	-
	TOTAL REVENUES	2,793,443	3,401,910	486,549	553,320	1,023,672	577,142

AIRPORT EXPENSES

ACCOUNT NUMBER	Description	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2012-2013	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0120-5101	REGULAR SALARIES	84,304	88,494	110,013	93,713	88,359	90,457
5-0120-5102	OVERTIME	62	-	-	500	300	1,000
5-0120-5103	PART TIME SALARIES	16,548	11,159	1,766	15,000	11,098	15,000
5-0120-5104	LONGEVITY	857	857	999	1,076	-	125
5-0120-5106	EDUCATIONAL INCENTIVES	226	226	-	250	-	-
5-0120-5111	FICA	6,411	6,411	6,752	6,853	6,185	6,608
5-0120-5112	MEDICARE	1,499	1,499	1,579	1,603	1,446	1,545
5-0120-5113	HEALTH INSURANCE	5,640	5,640	3,788	3,504	3,933	4,262
5-0120-5114	LIFE INSURANCE	132	132	139	196	196	196
5-0120-5115	OMRF RETIREMENT	24,179	24,179	24,991	23,422	10,362	11,006
5-0120-5140	TUITION ASSISTANCE	2,122	2,122	-	-	-	-
5-0120-5150	OTHER BENEFITS	2,360	2,360	1,920	2,400	4,320	4,320
5-0120-5155	WORKER'S COMPENSATION	3,660	3,650	2,472	2,472	2,472	2,472
	TOTAL PERSONAL SERVICES	148,001	146,729	154,419	150,989	128,671	136,992
5-0120-5201	OFFICE & COMPUTR SUPPLIES	1,004	49	66	1,000	1,000	1,000
5-0120-5203	FOOD & KITCHEN SUPPLIES	664	663	893	1,200	750	1,000
5-0120-5210	FUEL, OIL & LUBRICANTS	3,636	3,734	4,986	4,000	5,000	5,000
5-0120-5215	CHEMICALS	-	-	-	500	-	300
5-0120-5217	LOW LEAD 100 OCTANE FUEL	98,601	107,048	189,451	175,000	175,000	163,600
5-0120-5218	JET A FUEL	47,237	81,777	56,936	75,000	75,000	110,900
5-0120-5220	TOOLS & MINOR EQUIPMENT	197	416	130	750	500	500
5-0120-5224	EQUIP. PARTS & SUPPLIES	699	22	4,115	5,000	5,000	5,000
5-0120-5230	STREET MAINT. MATERIALS	-	-	-	-	-	-
5-0120-5250	OTHER MATERIALS&SUPPLIES	28	75,808	7,220	500	450	500
	TOTAL MATERIALS AND SUPPLIES	152,067	269,517	263,797	262,950	262,700	287,800
5-0120-5301	EQUIP. MAINT. CONTRACTS	5,445	5,648	7,257	5,000	5,000	5,000
5-0120-5302	REPAIR & MAINT. - BLDGS.	3,239	4,868	3,817	4,000	3,500	7,000
5-0120-5303	REPAIR & MAINT. - EQUIP.	5,842	5,831	627	500	300	500
5-0120-5304	REPAIR & MAINT.-VEHICLES	982	2,195	567	2,000	2,200	1,500
5-0120-5309	REPAIR & MAINT. - OTHER	2,217	1,753	5,303	3,500	3,700	3,500
5-0120-5311	AUDITING SERVICES	-	13,163	6,712	6,000	6,000	6,000
5-0120-5319	OTHER PROFESSIONAL SERVICES	2,075	3,778	2,134	3,000	3,400	3,000

AIRPORT EXPENSES

ACCOUNT NUMBER	Description	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2012-2013	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2014-2015	
5-0120-5320	NATURAL GAS	9,012	7,561	8,693	7,700	8,000	7,800	
5-0120-5321	ELECTRICITY	21,114	24,655	36,406	35,000	34,500	36,000	
5-0120-5325	TELEPHONE	3,443	3,004	4,141	3,000	3,000	3,000	
5-0120-5328	COPY USAGE EXPENSE	166	61	94	300	25	200	
5-0120-5329	POSTAGE & SHIPPING	123	304	7	300	75	200	
5-0120-5339	OTHER CONTRACTUAL SERVCS.	11,855	5,362	1,993	3,000	100	2,000	
5-0120-5340	TRAINING CONFERENCES	613	875	-	1,200	500	500	
5-0120-5347	MEMBERSHIPS & DUES	350	350	-	350	405	400	
5-0120-5348	FILING FEES & PERMITS	378	457	-	430	400	300	
5-0120-5349	BOOKS & SUBSCRIPTIONS	-	-	-	200	-	200	
5-0120-5353	LEGAL ADVERTISING	1,560	1,030	-	750	-	500	
5-0120-5354	PRINTING	-	-	-	200	150	200	
5-0120-5355	INSURANCE	16,397	33,631	41,878	20,379	20,379	21,000	
5-0120-5357	EQUIPMENT RENTAL	231	226	128	-	-	200	
5-0120-5370	EVENT PURCHASE EXPENSE	-	-	16,130	17,500	12,000	15,000	
5-0120-5378	MISC. OTHER SERV. & CHGS.	2,083	3,197	2,851	2,500	5,000	2,500	
5-0120-5393	ADVERTISING & PROMOTIONS	1,140	2,602	768	3,000	3,000	2,000	
	TOTAL OTHER SERVICES & CHARGES	88,266	120,551	139,506	119,809	119,809	119,809	
5-0120-5420	CAPITAL OUTLAY - BLDGS/IMPRV	203	-	-	7,216	5,000	8,307	he is wc
5-0120-5450	CAPITAL OUTLAY-EQUIPMENT	7,220	-	-	10,500	10,625	25,000	to spenr
	TOTAL CAPITAL OUTLAY	7,423	-	-	17,716	15,625	32,541	
	TOTAL AIRPORT	395,756	536,797	557,722	551,464	526,805	577,142	
	TOTAL SHAWNEE AIRPORT AUTHORITY	395,756	536,797	557,722	551,464	526,805	577,142	

**SUMMARY SMA
EXPENSES**

ACCOUNT NUMBER	ACTUAL 2009 - 2010	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2013-2014
UTILITY BILLING	436,951	500,360	557,425	774,654	567,013	630,017
UTILITY ADMINISTRATION	1,970,650	2,090,072	2,201,614	3,475,914	3,465,421	3,561,417
LAKE OPERATIONS	37,507	51,678	60,293	97,678	125,760	199,401
WATER PRODUCTION	1,301,565	1,384,039	1,207,723	2,054,171	1,739,857	2,311,975
WATER DISTRIBUTION	660,506	661,533	947,503	2,218,303	1,185,447	2,121,215
NORTH SEWER TREATMENT PLANT	1,280,255	1,318,003	1,434,444	756,600	1,734,999	1,091,095
SOUTH SEWER TREATMENT PLANT	611,843	597,530	603,173	752,827	654,828	1,566,968
SEWER COLLECTIONS	437,642	359,293	434,626	1,820,519	853,215	1,904,448
VALVES	-	-	-	270,856	476,177	770,516
DEBT SERVICE	808,683	837,666	0	2,381,358	2,224,358	2,300,000
TRANSFERS OUT	764,000	1,100,000	1,335,000	1,350,000	1,350,000	1,350,000
TOTAL REVENUES	9,707,048	10,423,445	12,533,962	13,456,263	15,602,247	15,602,247
TOTAL EXPENSES	8,309,602	8,900,175	8,781,801	15,952,880	14,377,075	17,807,052
EST FUND BALANCE 06/30/2014						1,100,000
REVENUES						15,602,247
EXPENSES						(17,807,052)
EST FUND BALANCE 06/30/2013						(1,104,805)
rollovers						1,352,415
estimated fund balance						247,610

UTILITY BILLING

DEPT 0310

**ACCOUNT
NUMBER**

Description

**ACTUAL ACTUAL ACTUAL BUDGET ESTIMATED PROPOSED
2010-2011 2011-2012 2012-2013 2013-2014 YEAR END 2014-2015**

5-0310-5101	REGULAR SALARIES	239,265	247,440	277,906	257,132	252,697	271,723
5-0310-5102	OVERTIME	854	876	655	2,500	1,500	1,000
5-0310-5104	LONGEVITY	2,240	2,542	2,486	2,642	2,700	2,700
5-0310-5105	SKILLS INCENTIVES	681	820	840	499	500	\$500.00
5-0310-5106	EDUCATIONAL INCENTIVES	-	48	-	-	-	-
5-0310-5111	FICA	14,024	14,735	15,926	16,292	15,959	17,107
5-0310-5112	MEDICARE	3,280	3,446	3,725	3,810	3,732	3,994
5-0310-5113	HEALTH INSURANCE	26,488	22,377	37,002	33,621	40,118	40,118
5-0310-5114	LIFE INSURANCE	642	462	606	768	768	768
5-0310-5150	OTHER BENEFITS	-	200	480	-	-	-
5-0310-5145	UNEMPLOYMENT BENEFITS	-	214	-	-	-	-
5-0310-5115	OMRF RETIREMENT	54,741	53,383	60,074	55,733	38,396	33,371
5-0310-5155	WORKER'S COMPENSATION	8,743	8,237	12,837	6,161	6,161	6,161
	TOTAL PERSONAL SERVICES	350,958	354,780	412,537	379,158	362,532	377,442
5-0310-5201	OFFICE & COMPUTR SUPPLIES	5,912	5,793	1,491	7,000	7,000	6,000
5-0310-5205	UNIFORMS AND CLOTHING	2,596	3,235	2,310	3,000	4,698	5,000
5-0310-5210	FUEL, OIL & LUBRICANTS	14,860	15,211	15,908	15,000	14,737	12,000
	TOTAL MATERIALS AND SUPPLIES	23,368	24,239	19,709	25,000	26,435	23,000
5-0310-5301	EQUIP. MAINT. CONTRACTS		6,910	4,708	1,200	7,920	10,000
5-0310-5303	REPAIR & MAINT. - EQUIP.	630	3,914	-	3,500	-	1,000
5-0310-5304	REPAIRS/MAINT - VEHICLES	3,053	1,125	2,628	2,000	1,384	2,000
5-0310-5310	LEGAL SERVICES	-	-	-	-	-	-
5-0310-5311	AUDITING SERVICES	-	-	-	-	-	-
5-0310-5317	MEDICAL SERVICES	346	-	-	350	330	-
5-0310-5320	NATURAL GAS	510	463	488	600	500	600

UTILITY BILLING

DEPT 0310

ACCOUNT NUMBER	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-0310-5321	ELECTRICITY	2,544	3,396	2,807	3,200	2,900	3,000
5-0310-5325	TELEPHONE		262	60	300	280	300
5-0310-5328	COPY USAGE EXPENSE	110	2	3	1,600	-	500
5-0310-5329	POSTAGE & SHIPPING	52,594	1,439	1,542	1,200	1,450	1,500
5-0310-5335	TEMPORARY LABOR SERVICES	5,899	-	-	2,500	-	-
5-0310-5339	OTHER CONTRACTUAL SERVCS.	6,602	85,291	94,563	98,500	98,500	100,000
5-0310-5340	TRAINING CONFERENCES	1,049	374	748	2,200	2,200	2,200
5-0310-5347	MEMBERSHIPS & DUES	462	384	322	625	625	625
5-0320-5350	SOFTWARE PURCHASES	281	3,125	-	500	500	500
5-0310-5351	SOFTWARE SUPPORT CNTRCTS.	24,160	22,632	21,242	33,650	33,650	33,650
5-0310-5353	LEGAL ADVERTISING		-	-	300	-	300
5-0310-5354	PRINTING	3,431	234	365	500	500	500
5-0310-5355	INSURANCE	520	932	3,008	700	700	700
5-0310-5357	EQUIPMENT RENTAL		-	-	200	200	200
5-0310-5378	MISC. OTHER SERV. & CHARGES	909	2,309	2,102	600	1,407	2,000
5-0310-5360	BANK CHARGES	22,934	45,614	18,770	25,000	25,000	65,000
	TOTAL OTHER SERVICES & CHARGES	126,034	178,406	153,356	179,225	178,046	224,575
5-0310-5420	CAPITAL OUTLAY-BLDGS/IMPRV	-	-	-	-	-	5,000
5-0310-5450	CAPITAL OUTLAY-EQUIPMENT	-	-	-	27,500	-	-
	TOTAL CAPITAL OUTLAY	-	-	-	27,500	-	5,000
	TOTAL UTILITY BILLING	500,360	557,425	585,602	610,883	567,013	630,017

UTILITY ADMINISTRATION
DEPT 1010

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1010-5101	REGULAR SALARIES	234,983	275,842	299,405	362,217	274,633	375,354
5-1010-5103	PART-TIME SALARIES	-	-	-	-	25,000	25,000
5-1010-5102	OVERTIME	1,534	408	347	1,000	500	500
5-1010-5104	LONGEVITY	2,651	2,859	2,022	1,206	1,400	1,400
5-1010-5105	SKILLS INCENTIVES	1,226	1,256	1,022	1,123	1,200	3,750
5-1010-5106	EDUCATIONAL INCENTIVES	571	853	408	374	375	500
5-1010-5111	FICA	13,719	16,539	18,845	22,687	18,793	25,203
5-1010-5112	MEDICARE	3,208	3,868	4,407	5,306	4,395	5,894
5-1010-5113	HEALTH INSURANCE	23,792	22,206	25,443	37,221	27,313	31,293
5-1010-5114	LIFE INSURANCE	349	281	293	576	576	576
5-1010-5115	OMRF RETIREMENT	58,249	62,339	59,390	83,010	49,485	60,353
5-1010-5140	TUITION ASSISTANCE	-	-	-	-	-	-
5-1010-5150	OTHER BENEFITS	2,400	2,640	4,655	2,400	2,400	2,400
5-1010-5155	WORKER'S COMPENSATION	13,014	12,260	34,103	33,094	33,094	33,094
TOTAL PERSONAL SERVICES		355,696	401,351	450,340	550,214	439,164	565,317
5-1010-5201	OFFICE & COMPUTR SUPPLIES	4,007	4,948	4,735	5,000	5,000	5,000
5-1010-5203	FOOD & KITCHEN SUPPLIES	1,040	494	614	1,000	1,000	2,000
5-1010-5205	UNIFORMS AND CLOTHING	1,087	2,424	628	2,500	3,493	6,000
5-1010-5220	TOOLS & MINOR EQUIPMENT	-	-	-	-	422	5,000
5-1010-5210	FUEL, OIL & LUBRICANTS	4,164	5,124	4,839	6,500	6,500	7,500
5-1010-5250	OTHER MATERIALS&SUPPLIES	1,763	2,430	1,361	2,600	2,600	2,600
TOTAL MATERIALS AND SUPPLIES		12,061	15,420	12,177	17,600	19,015	28,100
5-1010-5301	EQUIP. MAINT. CONTRACTS	15,614	9,652	10,802	20,000	20,000	20,000
5-1010-5302	REPAIR & MAINT. - BLDGS.	39,758	44,987	18,056	20,000	28,406	30,000
5-1010-5303	REPAIR & MAINT. - EQUIP.	-	60	-	600	600	1,000
5-1010-5304	REPAIR & MAINT.-VEHICLES	4,371	3,779	1,302	7,000	7,000	7,000
5-1010-5309	REPAIR & MAINT OTHER	-	-	-	-	463	-
5-1010-5310	LEGAL SERVICES	-	16,185	8,872	20,000	61,098	65,000
5-1010-5311	AUDITING SERVICES	20,588	5,250	5,034	21,000	10,000	10,000
5-1010-5319	OTHER PROFESSIONAL SERVICES	-	-	-	-	-	5,000
5-1010-5317	MEDICAL SERVICES	-	132	-	-	-	-
5-1010-5320	NATURAL GAS	6,032	3,984	6,759	8,000	8,000	8,000

UTILITY ADMINISTRATION
DEPT 1010

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1010-5325	TELEPHONE	5,755	5,807	9,973	6,500	6,500	6,500
5-1010-5329	POSTAGE & SHIPPING	653	640	602	1,000	1,000	1,500
5-1010-5336	JANITORIAL SERVICES						-
5-1010-5338	OKC WATER CONTRACT	25,419	17,999	15,599	19,000	19,000	20,000
5-1010-5339	OTHER CONTRACTUAL SERVCS.	1,555,151	1,586,054	1,852,137	2,250,000	2,250,000	2,350,000
5-1010-5340	TRAINING CONFERENCES	2,798	1,913	3,717	6,000	6,000	12,000
5-01010-5345	TRAVEL	-	-	1,280	1,000	1,000	4,000
5-1010-5347	MEMBERSHIPS & DUES	2,840	100	2,865	3,000	3,000	3,500
5-1010-5348	FILING FEES & PERMITS	-	-	-	500	500	500
5-1010-5349	BOOKS & SUBSCRIPTIONS	139	392	624	500	881	3,500
5-1010-5350	SOFTWARE PURCHASES	3,766	6,914	5,400	5,000	5,000	20,000
5-1010-5351	SOFTWARE SUPPORT	-	-	23,100	25,000	53,275	40,000
5-1010-5353	LEGAL ADVERTISING	790	343	2,122	2,000	2,000	3,000
5-1010-5354	PRINTING	2,868	3,505	2,833	6,000	6,000	7,000
5-1010-5355	INSURANCE	20,448	10,578	26,051	61,000	26,097	30,000
5-1010-5357	EQUIPMENT RENTAL	4,687	3,916	2,662	3,000	3,000	6,000
	PURCHASE OF LAND					201,422	-
5-1010-5378	MISC. OTHER SERV. & CH	4,530	8,758	2,038	5,000	5,000	5,000
5-1010-5399	CONTINGENCY	816	53,895	19,939	150,000	15,000	150,000
	TOTAL OTHER SERVICES & CHARGES	1,717,023	1,784,843	2,021,767	2,641,100	2,740,242	2,808,500
5-1010-5410	CAPITAL OUTLAY-EQUIPMENT	-	-	-	267,000	272,281	159,500
5-1010-5420	CAPITAL OUTLAY-BLDGS/IMPRV	-	-	-	-	-	-
5-1010-5430	CAPITAL OUTLAY-UTIL SYSTM	-	-	-	-	-	-
	TOTAL CAPITAL OUTLAY	-	-	-	267,000	267,000	159,500
5-1010-5701	DEPRECIATION EXPENSE	5,292	-	-	-	-	-
	TOTAL DEPRECIATION EXPENSE	5,292	-	-	-	-	-
	TOTAL UTILITY ADMINISTRATION	2,090,072	2,201,614	2,484,284	3,475,914	3,465,421	3,561,417

LAKE OPERATIONS
DEPT 1020

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1020-5101	REGULAR SALARIES	38,787	57,911	67,418	31,039	33,160	34,883
	PART-TIME SALARIES	-	-	-	25,000	25,000	25,000
5-1020-5102	OVERTIME	1,423	3,328	2,578	4,000	2,500	2,500
5-1020-5104	LONGEVITY	694	820	825	820	825	825
5-1020-5111	FICA	1,827	3,302	4,190	3,773	3,812	3,919
5-1020-5112	MEDICARE	427	772	980	882	892	790
5-1020-5113	HEALTH INSURANCE	3,090	9,787	7,867	3,504	3,504	3,504
5-1020-5114	LIFE INSURANCE	55	91	94	96	96	96
5-1020-5115	OMRF RETIREMENT	7,609	13,460	15,229	6,728	6,728	6,279
5-1020-5155	WORKER'S COMPENSATION	1,822	1,716	5,243	5,243	5,243	5,243
	TOTAL PERSONAL SERVICES	55,734	91,187	104,424	81,085	81,760	83,039
5-1020-5205	UNIFORMS AND CLOTHING	244	255	-	300	300	300
5-1020-5210	FUEL, OIL & LUBRICANTS	-	-	-	1,000	1,000	1,000
5-1020-5220	TOOLS AND MINOR EQUIPEMNT	-	-	-	-	500	500
5-1020-5250	OTHER MATERIALS & SUPPLIES	-	2,301	7,753	500	500	500
	TOTAL MATERIALS AND SUPPLIES	244	2,556	7,753	1,800	2,300	2,300
5-1020-5302	REPAIR & MAINT. - BLDGS.	-	356	-	1,000	1,000	1,000
5-1020-5303	REPAIR & MAINT. - EQUIP.	-	311	272	1,000	1,000	1,000
5-1020-5304	REPAIR & MAINT.-VEHICLES	55	1,199	-	1,000	1,000	1,000
5-1020-5309	REPAIR & MAINT. - OTHER	-	-	180	-	-	-
5-1020-5320	NATURAL GAS	-	-	-	-	-	-
5-1020-5321	ELECTRICITY	-	-	-	900	500	1,000

LAKE OPERATIONS
DEPT 1020

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1020-5340	TRAINING CONFERENCES				-	-	-
5-1020-5325	TELEPHONE	25	164	165	200	200	200
5-1020-5339	OTHER CONTRACTUAL SERVICES	-	-	61,308	35,000	35,000	38,362
5-1020-5354	PRINTING	788	325	813	1,000	1,000	1,000
5-1020-5355	INSURANCE	125	1,580	3,007	2,000	2,000	2,000
5-1020-5375	TORNADO EXPENSE			53,496			
	TOTAL OTHER SERVICES & CHARGES	993	3,935	119,241	42,100	41,700	45,562
5-1020-5430	CAPITAL OUTLAY BLDG./IMP	-	-	-	50,000	-	50,000
5-1020-5421	CAPITAL OUTLAY EQUIPMENT	-	-	-	18,500	-	18,500
	TOTAL CAPITAL OUTLAY	-	-	-	68,500	-	68,500
5-1020-5701	DEPRECIATION EXPENSE	3,322			-	-	-
	TOTAL DEPRECIATION EXPENSE	3,322			-	-	-
	TOTAL LAKE OPERATIONS	60,293	97,678		193,485	125,760	199,401

**WATER PRODUCTION
DEPT 1030**

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1030-5101	REGULAR SALARIES	297,145.00	325,965.00	326,307.00	340,294.99	339,960.70	344,499.11
5-1030-5102	OVERTIME	66,549.00	54,624.00	57,068.00	75,000.00	55,000.00	60,000.00
5-1030-5103	PART TIME SALARIES	-	3,251.00	28,348.00	5,000.00	37,000.00	25,000.00
5-1030-5104	LONGEVITY	2,620.00	2,277.00	1,609.00	998.40	998.00	1,024.00
5-1030-5105	SKILLS INCENTIVES	3,777.00	4,627.00	3,913.00	3,619.20	4,000.00	12,000.00
5-1030-5106	EDUCATIONAL INCENTIVES	855.00	502.00	134.00	500.00	-	-
5-1030-5111	FICA	22,641.00	22,347.00	25,576.00	26,344.58	27,091.44	27,436.43
5-1030-5112	MEDICARE	5,295.00	5,226.00	5,981.00	6,161.23	6,335.90	6,416.59
5-1030-5113	HEALTH INSURANCE	35,341.00	31,881.00	44,111.00	39,465.84	50,000.00	52,665.36
5-1030-5114	LIFE INSURANCE	730.00	216.00	659.00	960.00	960.00	960.00
5-1030-5115	OMRF RETIREMENT	86,424.00	79,039.00	85,479.00	93,263.46	40,947.60	29,395.22
5-1030-5145	UNEMPLOYMENT COMPENSATION	9,300.00	-	-	-	-	-
5-1030-5150	OTHER BENEFITS	280.00	720.00	720.00	720.00	720.00	720.00
5-1030-5155	WORKER'S COMPENSATION	21,790.00	20,528.00	26,473.00	24,743.35	24,743.35	24,743.35
	TOTAL PERSONAL SERVICES	552,747.00	551,203.00	606,378.00	617,071.05	587,756.99	584,860.05
5-1030-5201	OFFICE & COMPUTR SUPPLIES	1,029.00	582.00	720.00	1,000.00	1,000.00	1,800.00
5-1030-5205	UNIFORMS AND CLOTHING	7,687.00	7,396.00	8,595.00	8,000.00	8,000.00	10,000.00
5-1030-5210	FUEL, OIL & LUBRICANTS	9,565.00	6,657.00	10,719.00	10,000.00	10,000.00	10,000.00
5-1030-5215	CHEMICALS	319,153.00	335,325.00	349,472.00	425,000.00	425,000.00	500,000.00
5-1030-5216	MEDICAL SUPPLIES	529.00	-	-	600.00	600.00	600.00
5-1030-5220	TOOLS & MINOR EQUIPMENT	769.00	421.00	824.00	1,500.00	1,500.00	1,500.00
5-1030-5250	OTHER MATERIALS&SUPPLIES	18,486.00	6,744.00	16,973.00	15,000.00	15,000.00	15,000.00
	TOTAL MATERIALS AND SUPPLIES	357,218.00	357,125.00	387,303.00	461,100.00	461,100.00	538,900.00
5-1030-5301	EQUIP. MAINT. CONTRACTS	3,929.00	7,204.00	21,612.00	30,000.00	30,000.00	30,000.00
5-1030-5302	REPAIR & MAINT. - BLDGS.	24,614.00	343,607.00	15,095.00	25,000.00	25,000.00	25,000.00
5-1030-5303	REPAIR & MAINT. - EQUIP.	46,444.00	44,982.00	22,234.00	40,000.00	40,000.00	40,000.00
5-1030-5304	REPAIR & MAINT.-VEHICLES	2,201.00	538.00	2,871.00	3,500.00	3,500.00	3,500.00
5-1030-5305	EQUIP. SERV - R & M EQUIPMENT	-	-	-	-	-	-

**WATER PRODUCTION
DEPT 1030**

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1030-5309	REPAIR & MAINT. - OTHER	7,950.00	16,433.00	17,385.00	66,000.00	66,000.00	80,000.00
5-1030-5311	AUDITING SERVICES	9,585.00	5,250.00	5,034.00	10,000.00	10,000.00	10,000.00
5-1030-5314	INSPECTIONS & TESTING	39,763.00	40,755.00	46,299.00	70,000.00	70,000.00	85,000.00
5-1030-5317	MEDICAL SERVICES	409.00	295.00	879.00	1,000.00	1,000.00	1,000.00
5-1030-5320	NATURAL GAS	-	1,897.00	2,028.00	3,000.00	3,000.00	4,000.00
5-1030-5321	ELECTRICITY	113,374.00	147,127.00	130,524.00	165,000.00	165,000.00	165,000.00
5-1030-5325	TELEPHONE	4,366.00	5,601.00	8,015.00	7,500.00	7,500.00	7,500.00
5-1030-5339	OTHER CONTRACTUAL SERVCS.	18,940.00	4,600.00	7,880.00	40,000.00	40,000.00	40,000.00
5-1030-5340	TRAINING CONFERENCES	2,297.00	3,866.00	4,911.00	7,000.00	7,000.00	7,000.00
5-1030-5347	MEMBERSHIPS & DUES	1,572.00	3,881.00	3,212.00	6,000.00	6,000.00	6,000.00
5-1030-5348	FILING FEES & PERMITS	353.00	100.00	13,850.00	14,000.00	14,000.00	14,000.00
	LEGAL ADVERTISING	-	-	-	-	-	400.00
5-1030-5354	PRINTING	-	-	-	-	-	-
5-1030-5355	INSURANCE	33,431.00	12,677.00	44,992.00	24,000.00	24,000.00	24,000.00
5-1030-5357	EQUIPMENT RENTAL	1,000.00	1,279.00	1,678.00	1,000.00	1,000.00	3,000.00
5-1030-5378	MISC. OTHER SERV. & CHGS.	834.00	588.00	753.00	3,000.00	3,000.00	3,000.00
	TOTAL OTHER SERVICES & CHARGES	311,062.00			516,000.00	516,000.00	548,400.00
5-1030-5450	CAPITAL OUTLAY-EQUIPMENT	-	-	-	736,643.80	175,000.00	639,815.00
	TOTAL CAPITAL OUTLAY-EQUIPMENT	-	-		460,000.00	175,000.00	639,815.00
5-1030-5701	DEPRECIATION EXPENSE - SANITATION	163,012.00	299,395.00	348,846.00	-	-	-
	TOTAL DEPRECIATION EXPENSE	163,012.00	299,395.00	348,846.00	-	-	-
	TOTAL WATER PRODUCTION	1,384,039.00	1,207,723.00	1,342,527.00	2,054,171.05	1,739,856.99	2,311,975.05

**WATER DISTRIBUTION
DEPT 1040**

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1040-5101	REGULAR SALARIES	223,104	284,219	284,196	287,312	259,832	268,799
5-1040-5102	OVERTIME	45,033	70,381	68,172	75,000	70,000	75,000
5-1040-5103	PART-TIME SALARIES	-	-	-	-	-	-
5-1040-5104	LONGEVITY	2,678	1,245	988	1,082	1,152	1,200
5-1040-5105	SKILLS INCENTIVES	1,938	1,867	2,009	1,997	2,000	7,500
5-1040-5106	EDUCATIONAL INCENTIVES	175	-	-	250	250	250
5-1040-5111	FICA	16,607	20,870	23,432	22,670	20,661	21,870
5-1040-5112	MEDICARE	3,884	4,881	5,480	5,302	4,832	5,115
5-1040-5113	HEALTH INSURANCE	29,351	37,794	45,605	47,969	34,705	37,940
5-1040-5114	LIFE INSURANCE	605	590	684	864	864	864
5-1040-5115	OMRF RETIREMENT	65,653	77,242	88,114	80,397	39,854	35,325
5-1040-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-1040-5150	OTHER BENEFITS	860	960	720	960	960	960
5-1040-5155	WORKER'S COMPENSATION	23,006	21,673	17,840	20,891	20,891	20,891
	TOTAL PERSONAL SERVICES	412,894	521,722	537,240	544,693	456,001	475,715
5-1040-5201	OFFICE & COMPUTR SUPPLIES	2,359	4,837	4,117	4,000	4,000	4,000
5-1040-5205	UNIFORMS AND CLOTHING	9,507	7,515	13,064	13,500	13,500	15,000
5-1040-5210	FUEL, OIL & LUBRICANTS	29,084	41,496	45,473	50,000	50,000	50,000
5-1040-5215	CHEMICALS	-	-	-	500	500	1,000
5-1040-5216	MEDICAL SUPPLIES	661	-	217	1,000	1,000	1,000
5-1040-5220	TOOLS & MINOR EQUIPMENT	229	12,362	6,817	12,000	12,000	15,000
5-1040-5235	UTILITY MAINT. MATERIALS	74,338	106,406	162,033	125,000	155,886	150,000
5-1040-5250	OTHER MATERIALS&SUPPLIES	10,593	14,198	13,518	10,600	26,619	25,000
	TOTAL MATERIALS AND SUPPLIES	126,771	186,814	245,239	216,600	263,505	261,000
5-1040-5301	EQUIP. MAINT. CONTRACTS	71,045	74,045	78,860	80,100	80,100	90,000
5-1040-5302	REPAIR & MAINT. - BLDGS.	746	1,391	1,751	2,500	2,500	2,500
5-1040-5303	REPAIR & MAINT. - EQUIP.	5,651	62,895	9,606	15,000	15,000	15,000
5-1040-5304	REPAIR & MAINT.-VEHICLES	7,947	12,776	23,092	12,000	14,575	15,000

**WATER DISTRIBUTION
DEPT 1040**

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1040-5305	EQUIP. SERV. - R & M EQUIPMENT	-	-	-	-	-	-
5-1040-5309	REPAIR & MAINT. - OTHER	13,525	43,465	27,936	45,000	45,000	45,000
5-1040-5311	AUDITING SERVICES	8,235	5,250	5,034	8,500	8,500	8,500
5-1040-5314	INSPECTIONS & TESTING	-	-	-	-	-	-
5-1040-5317	MEDICAL SERVICES	78	106	54	1,000	1,000	1,000
5-1040-5320	NATURAL GAS	167	211	252	1,000	1,000	1,000
5-1040-5321	ELECTRICITY	1,745	2,156	2,697	4,000	4,000	4,000
5-1040-5325	TELEPHONE	2,730	3,026	3,118	310	3,750	4,000
5-1040-5328	COPY USAGE EXPENSE	-	-	-	300	300	300
5-1040-5329	POSTAGE & SHIPPING	-	-	-	300	-	-
5-1040-5340	TRAINING CONFERENCES	1,089	2,290	2,921	5,000	5,716	7,500
5-1040-5329	TEMPORARY LABOR	-	-	524			
5-1040-5347	MEMBERSHIPS & DUES	1,428	1,130	2,478	3,000	3,000	3,000
5-1040-5348	FILING FEES & PERMITS	-	-	4,118	3,700	3,700	3,700
5-1040-5349	BOOKS & SUBSCRIPTIONS	-	570	-	800	800	800
5-1040-5353	LEGAL ADVERTISING	-	-	-	-	-	-
5-1040-5354	PRINTING	500	-	-	-	-	300
5-1040-5355	INSURANCE	3,768	20,654	22,857	20,000	20,000	20,000
5-1040-5357	EQUIPMENT RENTAL	3,030	3,349	88	5,000	5,000	5,000
5-1040-5378	MISC. OTHER SERVICES & CHGS	184	5,653	2,429	2,000	2,000	2,000
	TOTAL OTHER SERVICES & CHARGES	121,868	238,967	187,815	209,510	215,941	228,600
5-1040-5450	CAPITAL OUTLAY-EQUIPMENT	-	-	-	1,247,500	250,000	1,155,900
	TOTAL CAPITAL OUTLAY	-	-	-	1,247,500	250,000	1,155,900
	TOTAL WATER DISTRIBUTION	661,533	947,503	970,294	2,218,303	1,185,447	2,121,215

NORTH SEWER TREATMENT PLANT
DEPT 1050

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1050-5101	REGULAR SALARIES	249,650	260,739	307,513	261,651	258,350	284,249
5-1050-5102	OVERTIME	32,423	39,274	45,688	34,000	40,000	40,000
5-1050-5104	LONGEVITY	5,287	5,381	5,211	5,300	5,300	5,300
5-1050-5105	SKILLS INCENTIVES	5,134	5,632	5,354	5,800	5,800	17,400
5-1050-5106	EDUCATIONAL INCENTIVES	717	764	624	500	500	500
5-1050-5111	FICA	16,621	18,210	20,449	19,050	19,217	21,542
5-1050-5112	MEDICARE	3,887	4,259	4,782	4,455	4,479	5,038
5-1050-5113	HEALTH INSURANCE	26,322	32,695	39,861	33,518	35,542	35,542
5-1050-5114	LIFE INSURANCE	489	382	456	672	672	672
5-1050-5115	OMRF RETIREMENT	65,350	66,663	75,673	66,335	48,240	40,847
5-1050-5145	UNEMPLOYMENT BENEFITS		1,008	2,622	-	-	-
5-1050-5150	OTHER BENEFITS	180	720	720	960	720	720
5-1050-5155	WORKER'S COMPENSATION	15,969	15,044	22,127	20,891	16,385	16,385
	TOTAL PERSONAL SERVICES	422,029	450,771	531,080	544,693	435,204	468,195
5-1050-5201	OFFICE & COMPUTR SUPPLIES	277	1,174	272	4,000	1,200	1,200
5-1050-5205	UNIFORMS AND CLOTHING	3,092	4,031	4,720	13,500	6,000	7,000
				-	50,000		
5-1050-5210	FUEL, OIL & LUBRICANTS	4,901	8,387	13,307	500	16,600	17,000
5-1050-5215	CHEMICALS	2,822	3,413	2,511	1,000	6,000	6,000
5-1050-5216	MEDICAL SUPPLIES	408	-	59	12,000	300	300
5-1050-5220	TOOLS & MINOR EQUIPMENT	1,060	1,709	1,291	125,000	5,000	5,000
5-1050-5250	OTHER MATERIALS&SUPPLIES	14,696	5,411	8,244	10,600	15,000	15,000
	TOTAL MATERIALS AND SUPPLIES	27,256	24,125	30,404	216,600	50,100	51,500
5-1050-5302	REPAIR & MAINT. - BLDGS.	3,045	4,236	9,963	80,100	5,000	5,000
5-1050-5303	REPAIR & MAINT. - EQUIP.	46,164	33,586	10,403	2,500	48,000	48,000

NORTH SEWER TREATMENT PLANT
DEPT 1050

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1050-5304	REPAIR & MAINT.-VEHICLES	2,513	3,152	4,277	15,000	3,000	15,000
5-1050-5309	REPAIR & MAINT. - OTHER	15,712	4,518	-	12,000	15,000	15,000
5-1050-5311	AUDITING SERVICES	5,535	5,250	5,034	-	2,025	2,500
5-1050-5314	INSPECTIONS & TESTING	37,205	34,524	46,700	45,000	50,000	50,000
5-1050-5317	MEDICAL SERVICES	-	26	450	8,500	700	700
5-1050-5321	ELECTRICITY	71,294	90,364	81,157	90,000	90,000	90,000
5-1050-5325	TELEPHONE	1,119	1,071	1,197	1,000	1,200	1,200
5-1050-5340	TRAINING CONFERENCES	970	1,843	626	1,000	4,000	4,000
5-1050-5347	MEMBERSHIPS & DUES	1,418	1,136	1,132	4,000	1,500	1,500
5-1050-5348	FILING FEES & PERMITS	5,119	7,636	8,803	310	6,000	6,000
5-1050-5357	EQUIPMNT RENTAL	-	-	88	5,000	-	-
5-1050-5355	INSURANCE	22,274	9,570	22,857	23,000	22,275	23,000
5-1050-5378	MISC. OTHER SERV. & CHGS.	498	674	2,429	3,700	995	1,000
	TOTAL OTHER SERVICES & CHARGES	212,866	197,586	195,116	291,110	249,695	262,900
5-1050-5450	CAPITAL OUTLAY-EQUIPMENT	-	-	-	1,247,500	1,000,000	308,500
	TOTAL CAPITAL OUTLAY - EQUIPMENT	-	-	-	-	1,000,000	308,500
5-1050-5701	DEPRECIATION EXPENSE - WASTEWATER	655,852	761,962	-	-	-	-
	TOTAL DEPRECIATION EXPENSE WASTE WATER	655,852	761,962	-	-	-	-
	TOTAL NO. SEWER TREATMENT PLANT	1,318,003	1,434,444	756,600	1,052,403	1,734,999	1,091,095

SSTP
DEPT 1060

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1060-5101	REGULAR SALARIES	242,621	242,817	247,430	229,379	268,400	277,545
5-1060-5102	OVERTIME	32,285	30,576	45,149	45,000	32,000	35,000
5-1060-5103	PART-TIME SALARIES	1,519	2,004	0	0	0	0
5-1060-5104	LONGEVITY	3,994	4,296	2,603	3,702	2,000	2,000
5-1060-5105	SKILLS INCENTIVES	3,180	2,837	1,992	3,120	2,000	9,900
5-1060-5106	EDUCATIONAL INCENTIVES	585	627	576	900	900	900
5-1060-5111	FICA	16,718	16,839	18,035	17,490	18,929	20,171
5-1060-5112	MEDICARE	3,910	3,938	4,218	4,090	4,427	5,010
5-1060-5113	HEALTH INSURANCE	29,340	27,086	30,348	24,369	23,325	34,486
5-1060-5114	LIFE INSURANCE	484	382	488	768	768	768
5-1060-5115	OMRF RETIREMENT	62,193	61,215	66,514	60,906	38,816	34,486
5-1060-5150	OTHER BENEFITS	360	480	480	500	500	500
5-1060-5155	WORKER'S COMPENSATION	17,405	16,397	21,029	20,202	20,202	20,202
	TOTAL PERSONAL SERVICES	414,594	409,494	438,862	410,426	412,266	440,968
5-1060-5201	OFFICE & COMPUTER SUPPLIES	634	953	440	1,000	1,000	1,000
5-1060-5205	UNIFORMS AND CLOTHING	3,021	3,818	4,772	5,000	5,000	7,000
5-1060-5210	FUEL, OIL & LUBRICANTS	9,951	9,319	7,439	11,000	11,000	11,000
5-1060-5215	CHEMICALS	3,867	4,172	4,663	10,000	10,000	12,000
5-1060-5216	MEDICAL SUPPLIES	365	0	159	400	400	400
5-1060-5220	TOOLS & MINOR EQUIPMENT	2,298	1,916	1,094	2,400	2,400	3,500
5-1060-5250	OTHER MATERIALS&SUPPLIES	21,993	14,129	4,781	3,500	3,500	3,500
	TOTAL MATERIALS AND SUPPLIES	42,129	34,307	23,348	33,300	33,300	38,400
5-1060-5302	REPAIR & MAINT. - BLDGS.	1,385	3,780	5,201	4,000	7,472	6,000

SSTP
DEPT 1060

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1060-5303	REPAIR & MAINT. - EQUIP.	16,840	22,183	15,008	25,000	25,000	30,000
5-1060-5304	REPAIR & MAINT.-VEHICLES	1,434	831	1,782	3,000	3,000	3,000
5-1060-5305	EQUIP. SERV.-R&M EQUIPMENT	79	0	0	0	0	0
5-1060-5309	REPAIR & MAINT. - OTHER	6,850	1,193	34,949	20,000	33,189	40,000
5-1060-5311	AUDITING SERVICES	6,210	5,250	5,034	2,601	2,601	2,500
5-1060-5314	INSPECTIONS & TESTING	20,407	37,694	27,049	40,000	40,000	40,000
5-1060-5317	MEDICAL SERVICES	0	80	830	700	700	700
5-1060-5320	NATURAL GAS	13,801	11,706	9,649	14,000	14,000	14,000
5-1060-5321	ELECTRICITY	34,986	46,020	40,281	49,000	49,000	49,000
5-1060-5325	TELEPHONE	1,746	1,206	2,300	1,400	1,400	1,400
5-1060-5340	TRAINING CONFERENCES	1,389	1,690	1,140	2,500	2,500	2,500
5-1060-5347	MEMBERSHIPS & DUES	1,151	736	950	1,175	1,175	2,000
5-1060-5348	FILING FEES & PERMITS	10,438	13,675	16,807	11,000	11,000	11,000
5-1060-5355	INSURANCE	23,593	12,634	37,471	17,225	17,225	17,000
5-1060-5378	MISC. OTHER SERV. & CHGS.	498	694	713	1,000	1,000	1,500
	TOTAL OTHER SERVICES & CHARGES	140,807	159,372	199,164	192,601	209,262	220,600
5-1060-5450	CAPITAL OUTLAY-EQUIPMENT	0	0	0	116,500		867,000
	TOTAL CAPITAL OUTLAY	0	0	0	116,500	0	867,000
	TOTAL SO. SEWER TREATMENT PLANT	597,530	603,173	661,374	752,827	654,828	1,566,968

SEWER COLLECTION

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1070-5101	REGULAR SALARIES	145,049	160,225	195,692	229,379	210,310	217,720
5-1070-5102	OVERTIME	18,119	27,946	41,719	25,000	30,000	25,000
5-1070-5104	LONGEVITY	523	921	1,446	1,518	1,500	1,600
5-1070-5105	SKILLS INCENTIVES	1,354	841	1,493	1,498	1,500	4,500
5-1070-5106	EDUCATIONAL INCENTIVES	291	251	240	250	500	500
5-1070-5111	FICA	9,900	11,096	14,263	15,974	15,116	15,458
5-1070-5112	MEDICARE	2,315	2,595	3,336	3,736	3,535	3,615
5-1070-5113	HEALTH INSURANCE	21,812	19,271	22,154	23,518	26,500	28,789
5-1070-5114	LIFE INSURANCE	428	332	392	768	768	768
5-1070-5115	OMRF RETIREMENT	39,017	40,759	53,143	58,202	24,131	30,287
5-1070-5145	UNEMPLOYMENT COMPENSATION	21	-	-	-	-	-
5-1070-5150	OTHER BENEFITS	360	300	900	480	480	480
5-1070-5155	WORKER'S COMPENSATION	10,077	9,493	26,040	28,031	28,031	28,031
	TOTAL PERSONAL SERVICES	249,266	274,030	360,818	388,353	342,371	356,748
5-1070-5201	OFFICE & COMPUTR SUPPLIES	45	108	65	500	500	500
5-1070-5205	UNIFORMS AND CLOTHING	6,545	7,817	7,224	7,000	7,385	10,500
5-1070-5210	FUEL, OIL & LUBRICANTS	18,183	19,586	22,549	25,000	25,000	25,000
5-1070-5215	CHEMICALS	-	-	2,516	2,600	2,600	3,600
5-1070-5220	TOOLS & MINOR EQUIPMENT	273	3,928	4,728	8,000	8,000	8,000
5-1070-5235	UTILITY MAINT. MATERIALS	4,817	15,685	14,923	20,000	20,000	20,000
5-1070-5250	OTHER MATERIALS&SUPPLIES	902	6,597	2,029	2,000	2,000	2,000
	TOTAL MATERIALS AND SUPPLIES	30,765	53,721	54,034	65,100	65,485	69,600
5-1070-5303	REPAIR & MAINT. - EQUIP.	9,221	11,911	2,611	30,000	30,000	15,000
5-1070-5304	REPAIR & MAINT.-VEHICLES	3,252	7,850	7,432	10,000	10,000	15,000
5-1070-5309	REPAIR & MAINT. - OTHER	33,836	41,081	30,354	60,000	60,000	80,000
5-1070-5311	AUDITING SERVICES	4,185	5,250	5,034	1,707	-	-
5-1070-5317	MEDICAL SERVICES	372	265	215	700	700	1,000
5-1070-5320	NATURAL GAS	1,804	1,936	2,917	3,659	3,659	3,000

SEWER COLLECTION

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1070-5321	ELECTRICITY	15,411	18,827	17,237	17,500	17,500	17,500
5-1070-5325	TELEPHONE	1,979	1,807	2,114	2,100	2,100	2,500
5-1070-5340	TRAINING CONFERENCES	1,226	3,792	3,159	3,500	3,500	4,500
5-1070-5347	MEMBERSHIPS & DUES	604	691	1,721	1,000	1,000	2,000
5-1070-5348	FILING FEES & PERMITS	2,871	1,564	5,071	3,000	3,000	-
5-1070-5355	INSURANCE	4,501	11,879	13,823	11,900	11,900	6,000
5-1070-5357	EQUIPMENT RENTAL	-	22	-	2,000	2,000	4,000
	TOTAL OTHER SERVICES & CHARGES	79,262	106,875	91,688	147,066	145,359	150,500
5-1070-5450	CAPITAL OUTLAY - EQUIPMENT	-	-	-	1,220,000	-	1,327,600
	TOTAL OUTLAY - EQUIPMENT	-	-	-	1,220,000	-	1,327,600
	TOTAL SEWER COLLECTION	359,293	434,626	506,540	1,820,519	553,215	1,904,448

VALVE CREW

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1080-5101	REGULAR SALARIES	-	-	98,877	132,121	132,121	127,771
5-1080-5102	OVERTIME	-	-	16,470	15,000	12,500	15,000
5-1080-5104	LONGEVITY	-	-	-	-	-	-
5-1080-5105	SKILLS INCENTIVES	-	-	1,066	750	750	750
5-1080-5106	EDUCATIONAL INCENTIVES	-	-	-	500	500	1,500
5-1080-5111	FICA	-	-	3,702	9,199	9,199	8,991
5-1080-5112	MEDICARE	-	-	866	2,151	2,151	2,103
5-1080-5113	HEALTH INSURANCE	-	-	6,205	13,007	13,007	15,496
5-1080-5114	LIFE INSURANCE	-	-	85	384	384	384
5-1080-5115	OMRF RETIREMENT	-	-	13,628	32,033	21,500	18,636
5-1080-5145	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-
5-1080-5150	OTHER BENEFITS	-	-	600	1,440	1,440	1,440
5-1080-5155	WORKER'S COMPENSATION	-	-	-	16,145	16,145	16,145
	TOTAL PERSONAL SERVICES	-	-	222,731	222,731	209,697	208,216
5-1080-5201	OFFICE & COMPUTR SUPPLIES	-	-	71	3,000	3,000	3,000
5-1080-5205	UNIFORMS AND CLOTHING	-	-	1,433	5,000	5,000	7,500
5-1080-5210	FUEL, OIL & LUBRICANTS	-	-	5,558	15,000	15,000	15,000
5-1080-5215	CHEMICALS	-	-	-	-	-	-
5-1080-5220	TOOLS & MINOR EQUIPMENT	-	-	4,568	5,000	5,000	7,000
5-1080-5235	UTILITY MAINT. MATERIALS	-	-	38,875	100,000	100,000	150,000
5-1080-5250	OTHER MATERIALS&SUPPLIES	-	-	1,929	2,000	2,000	4,000
	TOTAL MATERIALS AND SUPPLIES	-	-	130,000	130,000	130,000	186,500
5-1070-5303	REPAIR & MAINT. - EQUIP.	-	-	3,295	15,000	15,000	15,000
5-1070-5304	REPAIR & MAINT.-VEHICLES	-	-	4,518	10,000	10,000	10,000
5-1070-5309	REPAIR & MAINT. - OTHER	-	-	1,863	8,000	8,000	12,000
5-1070-5311	AUDITING SERVICES	-	-	-	-	-	-
5-1070-5317	MEDICAL SERVICES	-	-	-	500	500	-
5-1070-5320	NATURAL GAS	-	-	-	-	-	-
5-1070-5321	ELECTRICITY	-	-	-	-	-	-
5-1070-5325	TELEPHONE	-	-	165	480	480	200
5-1070-5340	TRAINING CONFERENCES	-	-	2,100	2,500	2,500	2,500
5-1070-5347	MEMBERSHIPS & DUES	-	-	806	1,000	1,000	2,500

VALVE CREW

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-1070-5348	FILING FEES & PERMITS	-	-	-	-	-	-
5-1070-5355	INSURANCE	-	-	-	3,000	3,000	1,000
5-1070-5357	MISC	-	-	824	2,000	2,000	
	TOTAL OTHER SERVICES & CHARGES	-	-	42,480	42,480	42,480	43,200
5-1070-5450	CAPITAL OUTLAY - EQUIPMENT			94,000	94,000	94,000	332,600
	TOTAL OUTLAY - EQUIPMENT	-	-	94,000	94,000	94,000	332,600
	TOTAL SEWER COLLECTION	-	-	489,211	489,211	476,177	770,516

DEBT SERVICE

ACCOUNT NUMBER	Description	ACTUAL 2010 - 2011	ACTUAL 2011-2012	ACTUAL 2012-2013	BUDGET 2013-2014	ESTIMATED YEAR END	PROPOSED 2014-2015
5-5010-5510	DEBT SERVICE - PRINCIPAL	-	-		1,975,382	1,975,382	1,975,382
5-5010-5520	DEBT SERVICE - INTEREST	830,205	830,205	933,704	905,976	905,976	855,976
5-5010-5530	DEBT SERVICE - OTHER FEES	7,461	7,461	2,220	-	-	-
	TOTAL DEBT SERVICE	837,666	837,666	935,924	2,881,358	2,881,358	2,881,358
	TOTAL DEBT SERVICE	837,666	837,666	935,924	2,881,358	2,881,358	2,881,358
5-5010-5702	AMORTIZATION EXPENSE	26,559	26,559	-	-	-	-
	TOTAL DEPRECIATION	26,559	26,559	-	-	-	-
	TOTAL DEPRECIATION	26,559	26,559	-	-	-	-
5-5030-5601	TRANSFER TO GENERAL FUND	1,100,000	1,100,000	1,375,000	1,350,000	1,350,000	1,350,000
5-5030-5630	TRANSFER TO STREETS	-	-	-	950,000	950,000	950,000
	TOTAL TRANSFERS OUT	1,100,000	1,100,000	1,375,000	2,300,000	2,300,000	2,300,000
	TOTAL TRANSFERS	1,100,000	1,100,000	1,375,000	2,300,000	2,300,000	2,300,000
5-5040-5199	RESERVED FOR COMP ABSENCES	-	-	-	-	-	-
5100	PERSONAL SERVICES	-	-	-	-	-	-
	TOTAL SHARED COSTS	-	-	-	-	-	-
	TOTAL SHARED COSTS	-	-	-	-	-	-
5-5040-5701	DEPRECIATION EXPENSE	-	-	-	-	-	-
	TOTAL DEPRECIATION	-	-	-	-	-	-
	TOTAL DEPRECIATION	-	-	-	5,181,358	-	5,181,358

CAPITOL	SMA CAPITOL	ROLLOVER	NEW
310 UTILITY BILLING	REMODEL DRIVE THRU		\$ 5,000
1010 ADMINISTRATION	BACK UP GENERATOR	\$ 150,000	
1030 WATER PRODUCTION	CLEANING OF SLUDGE POND	\$ 176,815	\$ 50,000
	FILTER REHAB	\$ 272,000	\$ -
	RAW WATER VALVE ELECTRIC MOTOR	\$ 60,000	\$ 15,000
	REFURBISH & PAINT CLEAR WELL		\$ -
	REPLACE 8 CHEMICAL PUMPS		\$ 30,000
	PAINT CLARIFIERS		\$ 10,000
	CONSTRUCTION		
	CL-17 CLORINE MONITORS		\$ 7,000
	BLACK TOP PARKING		\$ 6,000
			\$ 13,000
1040	EQUIPMENT STORAGE BUILDING		\$ 40,000

WATER DISTRIBUTION

WATER LINE REPLACING

\$ 1,000,000

CONSTRUCTION

15,500 CAPACITY FORKLIFT

\$ 70,000

PIPE RACK

\$ 35,000

NEW TANDEM DUMP TRUCK

\$ -

MAJOR EQUIPMENT

12 VOLT PUMP WITH HOSE

\$ 7,200

TAPPING MACHINE

\$ 3,700

TOTAL

1050

NSTP

FIX BLOWER AIR LINE

\$ 32,000

\$ -

BLOWER BUILDING ROOF REPAIR

\$ 20,000

\$ -

BLOWER REPLACEMENT

\$ 30,000

\$ -

BUILDING REPAIR

\$ 14,000

CLAIRFIER RECONDITION

\$ 150,000

ELECTRIC HOIST

\$ 12,500

GENERATOR AUTOMATIC TRANSFER

\$ 35,000

\$ -

SAFETY RAILING

\$ 15,000

1060

SSTP

NEW HEAD PUMPS		\$	-
NEW VFD'S FOR PUMPS		\$	50,000
REHAB CLARIFIERS	\$ 190,000		
REPAIR DIGESTERS		\$	-
REPLACE LAB DISHWASHER		\$	8,000
EMERGENCY BACKUP POER GENERATOR		\$	75,000
REHAB SCREW PUMPS		\$	300,000
REPLACE TRICKLING FILTERS		\$	140,000
REPAIR REPLACE MEDIA IN DRYING BED		\$	90,000

TOTAL CONSTRUCTION

AERATION BLOWER FOR SPARE		\$	2,200
BELL AND GOSSETT PUMP FOR BOILER		\$	3,500
HYDRAULIC PUMP		\$	2,300
SPARE MOTOR FOR PRIMARY RAW PUMPS		\$	3,000
WATER BATH FOR FACAL COLIFORM TEST		\$	3,000

1070
SEWER COLLECTION

PIPE BURSTING		\$	1,000,000
TENNESSE LIFT STATION	\$ 85,600	\$	24,400

TOTAL CONSTRUCTION

CONFINED SPACE SYSTEM		\$	12,000
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	LIFT STATION PUMP REPLACEMENT	\$	60,000
	SANITARY SEWER CAMERA	\$	70,000
	SKID STEER WITH ATTACHMENT	\$	100,000
1080	1 1/2 HYDRAULIC IMPACT	\$	9,000
VALVE	FIRE FLOW PRO	\$	15,000
	GROUND PENETRATING RADAR	\$	29,000
	HYDRAULIC EXCAVATOR	\$	225,000
	UTILITY BOAT	\$	12,000
	3/4 HYDRAULIC IMPACT WRENCH	\$	2,500
	12 VOLT PUMPS	\$	3,600
	4" DEWATERING PUMPS	\$	7,400
	AIR COMPRESSOR	\$	4,000
	HURCO SLICK STICK	\$	1,300
	HYDRANT SAVER	\$	1,200
	HYDRAULIC DIGGER	\$	2,600
	HYDRAULIC GRINDER	\$	2,000
	LOCATING EQUIPMENT	\$	6,000
1040	Erosion Control @ Glen Collins Park	\$	10,000
LAKE	New Courtesy Boat Dock	\$	30,000
	Pavillion @ Isaac Walton Park	\$	10,000
	Tree Sheer/Grinder	\$	18,500



SHAWNEE MUNICIPAL AIRPORT

DRAFT BUDGET 2014-2015

06/02/2014

Regular Board of Commissioners

13. a.

Meeting Date: 06/02/2014

Award Rehab Concrete Streets Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

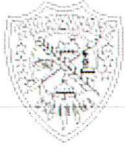
Title of Item for Agenda

Rehab Concrete Streets Project FY13-14 COS-PW13-02 (Award)

Attachments

Bid Award REhab Concrete Streets

Mayor
WES MAINORD



The City of Shawnee
PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581
www.ShawneeOK.org

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

MEMORANDUM

Date: May 29, 2014

To: Brian McDougal, City Manager

From: John Krywicki, P.E., City Engineer

A handwritten signature in blue ink, appearing to be 'JK'.

Re: Award Recommendation for Rehab Concrete Streets Project
Contract No. COS-PW-13-02

At the May 19, 2014 City Commission meeting we had the Bid Opening for the above referenced project. Only one bid was received. The Bid was from MTZ Construction Inc. in the amount of \$568,250.00 and is shown on the bid tabulation attached.

When only One bid has been received in the past, our policy has been to reject the bid and readvertise the project unless that one bid received is deemed economically feasible and a good bid. In this case, we have compared the one bid received to the unit prices of the past two contracts we awarded for the Rehab Concrete Streets projects and find that the one bid from MTZ is 49.7% higher than last years and 47.3% higher than the year before last.

It is our opinion that the bid from MTZ is not a good bid, and staff recommends to reject the one bid, and to have the project readvertised for bid letting.

If you have any questions or need additional information, please advise.

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		MTZ CONSTRUCTION		MTZ CONSTRUCTION		COS-PW-11-11 ALL ROADS		COS-PW-11-11 ALL ROADS		COS-PW-08-02 A-TECH		COS-PW-08-02 A-TECH	
			NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1.	202 ©	Unclassified Excavation	1,000.00	C.Y.	\$ 12.00	\$ 12,000.00	\$ 6.64	\$ 6,640.00	\$ 18.00	\$ 18,000.00						
2.	230 (a)	Solid Slab Sodding	500.00	S.Y.	\$ 4.50	\$ 2,250.00	\$ 2.00	\$ 1,000.00	\$ 7.00	\$ 3,500.00						
3.	303	Aggregate Base	1,500.00	TONS	\$ 35.00	\$ 52,500.00	\$ 28.44	\$ 42,660.00	\$ 25.00	\$ 37,500.00						
4.	414 (b)	6" Concrete Paving {H.E.S.}	7,500.00	S.Y.	\$ 55.00	\$ 412,500.00	\$ 34.88	\$ 261,600.00	\$ 34.00	\$ 255,000.00						
5.	619 (b)	Concrete Pavement Removal	7,500.00	S.Y.	\$ 8.50	\$ 63,750.00	\$ 7.25	\$ 54,375.00	\$ 7.50	\$ 56,250.00						
6.	619 (c)	Saw Cutting Exist. Paving	500.00	L.F.	\$ 4.00	\$ 2,000.00	\$ 3.45	\$ 1,725.00	\$ 3.00	\$ 1,500.00						
7.	800	Traffic Control	1.00	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 8,844.00	\$ 8,844.00	\$ 5,000.00	\$ 5,000.00						
8.	609 (a)	6" Integral Curb	750.00	L.F.	\$ 15.00	\$ 11,250.00	\$ 3.71	\$ 2,782.50	\$ 12.00	\$ 9,000.00						
TOTAL AMOUNT OF BASE BID						\$ 568,250.00	\$ 379,626.50		\$ 385,750.00							

Regular Board of Commissioners

15.

Meeting Date: 06/02/2014

Admin Reports

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Administrative Reports including but not limited to:

- James Bryce – Parks Master Plan