

AGENDA
BOARD OF CITY COMMISSIONERS
March 21, 2011 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Minutes from the March 7, 2011 meeting
 - b. Acknowledge the following minutes and reports:
 - Sister Cities Council minutes from January 11, 2011
 - Shawnee Urban Renewal Authority minutes from January 4, 2011
 - c. Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving GARAGE SALE licenses and fees for the weekend of April 8-10, 2011 to help citizens prepare for the City's clean-up campaign.
 - d. Acknowledge Mayor's Appointment:
Carl Holt to Beautification Committee to complete the unexpired term of Robert Cash, first partial term to expire 12/31/12.
 - e. Approve rules for the Shawnee dog park and name the Shawnee dog park the "Mary Maxine Williamson Dog Park".
 - f. Authorize staff to submit application for funding to the Oklahoma Department of Commerce (ODOC) for the FY 2011 Emergency Solution Grant (ESG) as Sponsor for Family Promise of Shawnee. The City will be requesting the maximum funding under Tier I of the application in the amount of \$20,000 for essential and preventative services for the homeless.

- g. Approve agreement between the City of Shawnee and the Citizen Potowatomi Nation for cross-deputization between the Shawnee Police Department and the Citizen Potawomi Tribal Police.

3. Citizens Participation

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

4. Mayor's Proclamations:

"Arbor Week"
March 21-25, 2011

"Emergency Management Week"
March 20-26, 2011

"Fair Housing Month"
April 2011

5. Introduction of Shawnee 2011 student/teacher delegation for exchange trip to Nikaho, Japan.

Chair
Skip Gore

Teachers
Laura Hamilton, NRC
Taylor Wilson, NRC

<u>Students</u>	
Dashai Falconer, SMS	Carlynn Martin, SMS
Cierra Gibson, SMS	Nathan Cannata, Liberty
Jackson Hopkins, SMS	Bailey Kasterke, Liberty
Logan Jennings, SMS	Andrea France, NRC

6. Presentation of the City of Shawnee audited Financial Statements for the year ended June 30, 2010.

7. Presentation and consider acceptance of the Regional Park Master Plan.

8. Acknowledge Sales Tax Report received March 2011.

9. New Business

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

10. Administrative Reports
11. Commissioners Comments
12. Adjournment

Respectfully submitted

Phyllis Loftis, 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

Item #: 2. a.

Date: 03/21/2011

Minutes March 7, 2011 meeting

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the March 7, 2011 meeting

Attachments

March 7 minutes

Regular Board of Commissioners

Item #: 2. b.

Date: 03/21/2011

Minutes and reports

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

Attachments

Reports and minutes

Minutes

Sister Cities Council
January 11, 2011 at 7:00 PM
Commission Chambers at City Hall
Shawnee, Oklahoma

Chair Skip Gore presided and called the meeting to order at 7:10pm declaring a quorum of members present.

Officers Present:

Skip Gore
Shana Hibler

Chair
Treasurer

Members Present:

See Attendance Record

Guests Present:

See Attendance Record

Invocation was given by Shana Hibler.

The Flag Salute was given by Skip Gore.

Agenda Item 1

Consider minutes of December 14, 2010.

Discussion:

None

Motion:

Approve the minutes of December 14, 2010 as printed.

Motion Made By:

Marsha Gore

Motion Seconded By:

Taren Taylor

Motion Results:

Carried

Aye: 5

Nay: 0

Agenda Item 2

Consider treasurer's report for the month of December 2010.

Discussion:

Shana reported that there was a balance of \$5,736.15 in the city hall funds. She noted that once again the funds for the month of December have not been reflected in this as it has not been added by the city at this time. The report from CFO will be e-mailed within a couple of days with the balance there.

Motion:

Approve the financial reports for the month of December 2010.

Motion Made By:

Taren Taylor

Motion Seconded By:

Marsha Gore

Motion Results:

Carried

Aye: 5

Nay: 0

Agenda Item 3

Consider the interview times, judges, and other Interview Day items.

Discussion:

We will start interviews at Shawnee Middle School at 8:00 AM. Since we do not know how many applicants there will be until the applications are due, we do not know how late in the day they will run. However, Marsha will set aside 8:00am to 4:00pm so we should be covered. There was a discussion of possible judges and a list of six names was given. Three are judges who served last year and will know the procedure well. Shana will call four of them and Marsha will call the other two. It was noted we might want to have a back-up judge in case of a no show as happened last year. There was discussion about getting the judges lunches. As in the past, since they are giving of their time, we want to provide them with lunch. Shana noted that last year we gave the judges a menu from Chicago Street Delicatessen to at the start of the day and it was picked up by a member. Marsha said that she wanted to look into possibly getting someone to donate a lunch for them and that she would contact some area businesses. It was also decided that we would get \$10 gift cards for each judge from Wal-Mart to be used as a way for them to fill up with gas for dedicating some of their time.

Agenda Item 4**Discuss the International Dinner and Other Possible Fundraisers.**

Fundraising chair Marsha Gore said that she thinks the sooner we have the International Dinner the better as we will have a better idea of the money we will have to work with even sooner before the students leave. It was discussed that we may have it in April after school calendars are looked at for conflicts. She mentioned the possibility of holding it at Shawnee Middle School's cafeteria. We would not have to pay to rent the space, but would have to pay around \$50 or so to have a kitchen monitor from the school there to oversee the work. There would be plenty of parking and seating space available. She is checking with the school to see if that is an available date for them to allow us to enter. She also mentioned that she had contacted OSU in regards to working their concessions at ball games. She has some information, but is waiting on a call back from them for more details. She has also contacted the Oklahoma City Arena (formerly the Ford Center) about working their concessions as well. However, she has not heard back from that person at this time.

Agenda Item 5**Committee Reports**

Taren Taylor noted that she is revamping the notebook for the delegation chair with some things she thought should be added.

Agenda Item 6**Public Comments**

There were no public comments.

Agenda Item 7**New Business**

There was no new business to discuss.

Agenda Item 8

Adjournment

Discussion:

None

Motion:

To adjourn the meeting at 8:05pm since there was no other business to discuss.

Motion Made By:

Shana Hibler

Motion Seconded By:

Marsha Gore

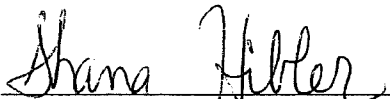
Motion Results:

Carried

Aye: 5

Nay: 0



Skip Gore, Chair

Shana Hibler, Treasurer

Sister Cities Council
Attendance Record
January 11, 2011

Please sign next to your name below so we have a record of your attendance at the meeting.

Skip Gore

Marsha Gore

David Hibler

Shana Hibler

Rod Taylor

Taren Taylor

Pamela Hammer

Mike France

Skip Gore
Marsha Gore

Shana Hibler

Rod Taylor

Taren Taylor

SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF JANUARY 4, 2011

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Tuesday, January 4, 2011 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Mike Lodes called the meeting to order at 9:05 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

	Chairman	Mike Lodes
	Commissioner	Link Cowen
	Commissioner	Stephen Rice
Absent:	Commissioner	Sim K. Sims
	Commissioner	Jeannetta Townes

Also present:

Justin Erickson, Program Director
Mike Wolf, Program Manager, SURA
Carla Clemons, Planning Assistant, SURA
Elaine Shrum, Administrative Specialist, SURA
Curtis Smith, Rehab Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of December 7, 2010 was made by **Commissioner Cowen**, seconded by **Commissioner Rice**. Motion carried with no abstentions.

VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None

AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 53,048.74 was made by **Commissioner Cowen**, seconded by **Commissioner Rice**. Motion carried with no abstentions.

VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None

AGENDA ITEM NO. 5
REQUEST FOR ASSISTANCE:

Mike Wolf, Program Manager reported on the following requests for assistance:

a) Home Repair: Charles & Linda Riggins, 225 N. Tucker

Mr. & Mrs. Riggins are 59 and 49 years old. They are both employed and are income qualified. They have lived in their home 25 years. The home needs repairs in the bathroom and kitchen.

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

VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None

b) Home Repair: Rusty & Amanda McCart, 109 W. Midland

Mr. & Mrs. McCart are 27 and 25 years old. They have two small children and are income qualified. Their home needs windows replaced all around.

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

VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None

c) Emergency Assistance: Paul & Verda Morgan, 113 W. Dunbar

Mr. and Mrs. Morgan are 83 and 82 years old. They have lived in their home 25 years and are income qualified. Their roof leaks and needs to be replaced.

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

VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None

d) Emergency Assistance: Mattie Starnes, 312 S. Pennsylvania

Ms. Starnes is 55 years old, on disability and income qualified. She has lived in her home 25 years. Her roof leaks and needs to be replaced.

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

VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None

AGENDA ITEM NO. 6
REQUEST FOR APPROVAL:

Raise Income Limits for Emergency Assistance

Mike Wolf, Program Manager reported that Social Security has not increased in several years. A lot of the senior applicants are just over the limit for emergency assistance. He requested that the limit be raised to 50% median income from 40% like it was several years ago.

A motion to approve raising the Emergency Assistance limits was made by **Commissioner Cowen**, seconded by **Commissioner Rice**. Motion carried with no abstentions.

VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None

AGENDA ITEM NO. 7
UPDATE ON BID OPENINGS:

Mike Wolf, Program Manager gave the following update:

a) Demolition: SURA, 401 S. Chapman

The bid was awarded to Robert Winrow.

**AGENDA ITEM NO. 8
OLD BUSINESS:**

Mike Wolf, Program Manager gave a report on the activity for last fiscal year.

**AGENDA ITEM NO. 9
NEW BUSINESS:**

Mike Wolf, Program Manager requested assistance for a First Time Home Buyer:

Krista Hodges is a 28 year old single mother of two. She is employed and is income qualified. She would like to purchase the new home at 732 N. Union.

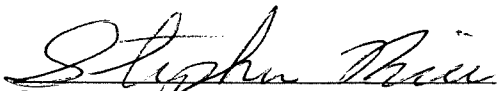
A motion to approve the request for assistance was made by **Commissioner Rice**, seconded by **Commissioner Cowen**. Motion carried with no abstentions.

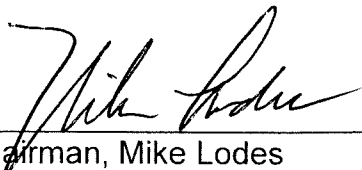
VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None

**AGENDA ITEM NO. 10
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:20 a.m. was made by **Commissioner Cowen**, seconded by **Commissioner Rice**. Motion carried with no abstentions.

VOTING YES: Lodes, Cowen, and Rice
VOTING NO: None


Secretary, Stephen Rice


Chairman, Mike Lodes

Regular Board of Commissioners

Item #: 2. b.

Date: 03/21/2011

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

- Sister Cites Council minutes from January 11, 2011
-

Regular Board of Commissioners

Item #: 2. b.

Date: 03/21/2011

SURA mintues

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

- Shawnee Urban Renewal Authority mintues from January 4, 2011
-

Regular Board of Commissioners

Item #: 2. c.

Date: 03/21/2011

Waive Garage Sale Fees

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving GARAGE SALE licenses and fees for the weekend of April 8-10, 2011 to help citizens prepare for the City's clean-up campaign.

Regular Board of Commissioners

Item #: 2. d.

Date: 03/21/2011

Mayor Appointments

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Mayor's Appointment:

Carl Holt to Beautification Committee to complete the unexpired term of Robert Cash, first partial term to expire 12/31/12.

Regular Board of Commissioners

Item #: 2. e.

Date: 03/21/2011

Dog Park

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

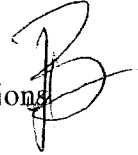
Approve rules for the Shawnee dog park and name the Shawnee dog park the "Mary Maxine Williamson Dog Park".

Attachments

Dog Park

City of Shawnee Memorandum

To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: James Bryce, Interim Director of Operations
Date: March 16, 2011
Re: Approval of the Dog Park rules and name



Staff requests approval of the rules and name of the Shawnee Dog Park. The rules were generated by looking at several other dog park rules from across the Nation. The name is an individual that donated money from her estate to the animal shelter upon her death.

Mary Maxine Williamson

Mary Maxine Williamson was born October 8, 1922 and lived in Shawnee for over 70 years. Upon her passing on July 23, 2001, She left a substantial amount of her estate to local charities, including "Faith 7", the Sheltered Workshop for Developmentally Disadvantaged Adults, "Project Safe", the Shelter for Victims of Domestic Violence, and the Shawnee Animal Shelter. A picture of her hangs in City Hall.

Mary Maxine Williamson Dog Park

- Park Hours: Sunrise to Sunset
- Park is for dogs only
- Keep gates closed at all times
- Dogs must be current on all vaccinations and licenses
Keep tags or other proof available
- Dogs must be leashed entering and exiting the Park
- Dog owners must keep their leash in hand at all times
- For safety, choke, prong (pinch), and spike collars are strictly prohibited
- Aggressive dogs are not allowed. Dogs are not allowed to harass
Humans or other dogs
- Female dogs in heat are prohibited
- Dog owners must be in the park within view and voice control
Of their dog at all times
- Dog food is not allowed, Training treats are allowed
- Fill in any holes your dog digs
- Children under 16 years must be accompanied by an adult
- Owner must clean up their dogs waste. Please use provided bags
And designated disposal receptacles
- Dog owners are legally responsible for their dogs behavior and all
Injuries or damages that their dog may cause
- Handler is limited to two dogs

Animal Control office 405-878-1531 Police Dept. 405-273-2121

Parks Office 405-878-1529

Regular Board of Commissioners

Item #: 2. f.

Date: 03/21/2011

Funding application SURA

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Authoritze staff to submit application for funding to the Oklahoma Department of Commerce (ODOC) for the FY 2011 Emergency Solution Grant (ESG) as Sponsor for Family Promise of Shawnee. The City will be requesting the maximum funding under Tier I of the application in the amount of \$20,000 for essential and preventative services for the homeless.

Regular Board of Commissioners

Item #: 2. g.

Date: 03/21/2011

Cross Deputization

Submitted By: Donna Mayo
Administration

Department: Administration

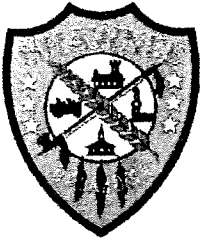
Information

Title of Item for Agenda

Approve agreement between the City of Shawnee and the Citizen Potawatomi Nation for cross-deputization between the Shawnee Police Department and the Citizen Potawomi Tribal Police.

Attachments

Cross Deputization



Shawnee Police Department

Chief Russell Frantz

P.O. Box 1448

Shawnee, Oklahoma 74804

Office (405) 878-1682 or 1681 * Fax (405) 878-1520

E-Mail rfrantz@shawneeok.org



TO : Mayor Peterson and City Commissioners

CC : City Manager Brian McDougal

CC : Interim City Attorney Tracy McDaniel

FROM : Russell Frantz, Chief of Police

SUBJECT : Consideration of Cross-Deputization Agreement

DATE : 14 March 2011

The Shawnee Police Department and the Citizen Potawatomi Tribal Police are interested in cross-deputization also known as "cross commissioning". This is a common practice with law enforcement across Oklahoma to protect agencies from liabilities crossing to and from tribal lands.

Compacts, contracts and agreements have been used successfully to address issues of mutual interest between the State of Oklahoma and Oklahoma's Indian Nations. By virtue of 74 O.S. Ch. 35A - 1221 (C), Cross-Deputization agreements is one of those types of agreements that protect both local law enforcement and tribal law enforcement. The presence of both tribal and non-tribal lands in Oklahoma presents many jurisdictional concerns to the law enforcement community. In order to address the uncertainties and to maximize law enforcement resources, cross-deputization agreements have been executed between tribal governments, the Bureau of Indian Affairs, and local city/county governments. Cross-deputization agreements basically allow one of the agreeing parties to deputize or "commission" a law enforcement officer employed by one of the other parties to the agreement. Such "commission" grants the officer the same law enforcement authority as officers of the commissioning agency. These agreements have been instrumental in increasing law enforcement protection, especially in rural areas of Oklahoma (http://www.ok.gov/ojac/Compacts_Contracts_and_Agreements/index.html). CLEET recently expanded its basic law enforcement academy to include a full day of training in tribal law. Across Oklahoma, 158 cross-deputization agreements exist between tribal and nontribal agencies, according to Council on Law Enforcement Education and Training Assistant Director Steve Emmons.

The Citizen Potawatomi Tribal Police are already cross-deputized with the Pottawatomie County Sheriff's Office and already have jurisdiction throughout Pottawatomie County to include jurisdiction within the City of Shawnee. This agreement will serve to protect Shawnee Police Officers, if they happen to have to provide law enforcement services or assistance on tribal land.

See attachment from Interim City Attorney Tracy McDaniel.

Thank you for your consideration,

Russell Frantz
Chief of Police

JAN 23 2006

Deputation Agreement

OKLAHOMA SECRETARY
OF STATE

Whereas, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801, *et seq.*, the Secretary of the Interior, acting through the Bureau of Indian Affairs (BIA), is responsible for providing, or assisting in providing law enforcement in Indian Country; and

Whereas, the Secretary has delegated this authority to the Assistant Secretary – Indian Affairs, and the Assistant Secretary – Indian Affairs has redelegated this authority to the Director of the BIA, who has redelegated it to the Deputy Bureau Director, Law Enforcement Services and Security (OLESS), BIA; and

Whereas, the Assistant Secretary – Indian Affairs is committed to working with tribal governments and tribal law enforcement to strengthen law enforcement in Indian country; and

Whereas, on February 10, 2004, the Assistant Secretary – Indian Affairs articulated policy guidance to the BIA – as published at 69 Fed. Reg. 6,321 – to govern the implementation of Special Law Enforcement Commission Deputation Agreements; and

Whereas, this policy expressly lays out issues regarding good faith efforts on behalf of all parties involved in the aforementioned agreements, including as they relate to liability;

It is therefore resolved that the BIA, Office of Law Enforcement Services and Security (OLESS) and the Tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma, enter into this Deputation Agreement to govern the BIA OLESS's issuance of Special Law Enforcement Commissions, pursuant to the Assistant Secretary – Indian Affairs' Cross-Deputation Agreements, Memoranda of Understanding, Memoranda of Agreement, and Special Law Enforcement Commission Deputation Agreements policy guidance (69 Fed. Reg. 6,321).

This Deputation Agreement is entered into this 28th day of April, 2005, by and between the Tribes, federally recognized Indian tribes, BIA, OLESS, Department of the Interior, and the State of Oklahoma and its political subdivisions, pursuant to the authority of the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801, *et seq.*, related tribal ordinances, and in accordance with the Oklahoma Interlocal Cooperation Act, and the State-Tribal Relations Act, which provide for cooperative agreements to promote better law enforcement services. The Tribes have enacted tribal resolution(s) to authorize(s) the appropriate entity or individual to enter into this Agreement on the Tribe's behalf and to authorize the Tribal Law Enforcement Officers, and/or Officers of the State of Oklahoma, and its political subdivisions, under a BIA Special Law Enforcement Commission (SLEC) issued through the Secretary of the Interior, to enforce federal laws in Indian country. Pursuant to an appropriate tribal resolution, any of the law enforcement agencies will also be authorized to enforce tribal law.

The intent of this Agreement is to provide for the *cross deputation* of law enforcement officers employed by the tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma, which are a party to this Agreement, and the BIA so that the Law Enforcement officers will be authorized to assist the BIA in its duties to provide law enforcement services and to make lawful

arrests in Indian country within or near the jurisdiction of the Tribe or as described in section 5. In view of the checkerboard areas in Oklahoma, it is the express desire and intent of all parties to this Agreement to allow law enforcement officers to react immediately to observed violations of the law and other emergency situations in and outside of Indian country within the state of Oklahoma.

All parties to this Agreement recognize that when law enforcement officers arrest a criminal suspect, the officers may not know whether the suspect or the victim is an Indian or non-Indian, or whether the arrest or the suspected crime has occurred in Indian country, as defined by 18 U.S.C. § 1151, and that therefore there is great difficulty in determining immediately the proper jurisdiction for the filing of charges. It is further recognized that the official jurisdictional determination will be made by a prosecutor or court from one of the various jurisdictions, not by cross-deputized arresting officers.

The parties further expressly recognize the manifest intent of the Indian Law Enforcement Reform Act to eliminate the uncertainties that previously resulted in the reluctance of various law enforcement agencies to provide services in Indian country for fear of being subjected to tort and civil rights suits as a consequence of the enforcement or carrying out in Indian country of certain federal law. To eliminate such concerns, pursuant to the authority granted by 25 U.S.C. § 2804(a) and (f), Tribal or State Law Enforcement Officers who are deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will be deemed employees of Department of the Interior for purposes of the Federal Tort Claims Act while enforcing or carrying out laws of the United States covered by this deputation agreement, to the extent outlined in this agreement. All parties to this Agreement (the BIA, the Tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma) therefore agree as follows:

1. Purpose

The purpose of this Agreement is to provide for efficient, effective, and cooperative law enforcement efforts in and around Indian country in the State of Oklahoma, and its terms should be interpreted in that spirit. Accordingly, all parties to this Agreement shall cooperate with each other to provide comprehensive and thorough law enforcement protection, including but not limited to effecting arrests, responding to calls for assistance from all citizens and also from other law enforcement officers, performing investigations, providing technical and other assistance, dispatching, and detention.

This Agreement is not entered into pursuant to the Indian Self-Determination Act and Education Assistance Act, P.L. 93-638, as amended. The Secretary's revocation or termination of this Agreement is subject to the appeal and review procedure provided below.

2. Commissions

- A. The BIA as a party to this Agreement may, in its discretion, issue special law enforcement commissions to law enforcement officers of another agency, upon the application of such officers. Any other agency party to this agreement may also commission the officers of any other agency party to this agreement. Such commissions shall grant the officers the same law enforcement authority as that of officers of the entity issuing the commission (unless specifically limited by the terms of the commission), as more specifically described in Section 3 of this Agreement.

¹¹ When the BIA issues such a commission, it shall provide notice of that commission, including the name of the officer receiving the commission, to any other agencies that are parties to this Agreement or that should be aware of this Agreement. The BIA further has the authority to evaluate the effectiveness of the commissions and to investigate any allegations of misuse of authority. 25 C.F.R. § 12.21. Pursuant to such evaluation the BIA has the authority to revoke a deputation agreement with a law enforcement agency or to revoke an individual officer's SLEC subject to the appeal and review procedures provided below.

B. A commission shall not be granted unless the applicant has complied with all the prerequisites for appointment as a police officer as set forth in 25 C.F.R. Part 12 and with the specific requirements of the commissioning agency. Those prerequisites must include the following:

1. United States citizenship;
2. A high school diploma or equivalent;
3. No conviction for a felony, a misdemeanor which restricts the ability to carry firearms, or other crime involving moral turpitude (including any convictions expunged from an individual's record);
4. Documentation of semi-annual weapons qualifications; and
5. A finding that the applicant is free of any physical, emotional, or mental condition that might adversely affect his or her performance as a police officer.

Further, an officer seeking an SLEC must not have been found guilty of, or entered a plea of *nolo contendere* or its equivalent (such as an *Alford* plea), or guilty to any felonious offense, or any of certain misdemeanor offenses under Federal, State, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact, or prostitution, or crimes against persons, or offenses committed against children.

- C. The BIA may further impose any other requirements, including, but not limited to, an orientation course on Federal, tribal, or state criminal procedures.
- D. If requested by the BIA, the applicant's agency shall provide a Federal Bureau of Investigation criminal history background check on the applicant.
- E. If BIA denies an officer a commission, it shall disclose the grounds for such denial in writing to the agency which employs the applicant.
- F. All parties to this agreement may, at any time, suspend or revoke an officer's commission for reasons solely within its discretion. The parties shall notify the officer's agency in writing of the suspension or revocation and the reasons therein and the officers' right to appeal as set forth below. Within ten (10) days after such

notification, that agency shall cause the commission card and any other evidence of the commission to be returned to the issuing party.

- G. If the commissioned officer's agency possesses or comes to possess any information on the officer, which provides grounds for the suspension or revocation of the commission, it shall immediately notify the commissioning party.
- H. A commission issued by the BIA under this agreement shall not be used to invoke any State of Oklahoma authority. Officers holding SLECs who are responding to a call, conducting an investigation, or otherwise exercising their authority shall, in their discretion and in the exercise of sound police judgment, address any potential violations of Federal or Tribal law.

3. Scope of Powers Granted

- A. Tribal, State, and State subdivision law enforcement officers carrying SLECs issued by the BIA pursuant to this Agreement are given the power to enforce:

All Federal laws applicable within Indian country, and specifically the signatory tribes' Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153, consistent with the authority conveyed pursuant to Federal law through the issuance of commissions or other delegations of authority. See Appendix A, which includes an **illustrative** list of Federal statutes that officers may be called upon to enforce; this list is **not exhaustive**.

- B. All parties to this Agreement note that the applicability of Federal and tribal laws in Indian country may depend on whether the suspect or the victim is Indian, and the parties agree that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable. (A qualified immunity defense may still be available in appropriate circumstances notwithstanding this limitation.) Accordingly, the purpose of this Agreement is to provide commissioned Law Enforcement Officers other than BIA Law Enforcement Officers the authority to enforce applicable laws. This includes statutes set forth in the local U.S. Attorney Guidelines as well as all laws and statutes applicable in Indian country as described in Section 3.A and Appendix A.
- C. Nothing in this Agreement limits, alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrest or search and seizure, or to issue service of process. Similarly, nothing in this Agreement is intended to impair, limit, or affect the status of any agency or the sovereignty of any government. Lawful actions pursuant to this federal Agreement and a commission issued under it supersede any contrary Tribal, State, or local law, ordinance, or practice.
- D. This Agreement does not create any rights in third parties. Issuance and revocation of SLECs or other commissions pursuant to this agreement are at the sole discretion of the issuing agency party to this agreement.

- 11
4. Uniform, Vehicles and Weapons
- A. BIA policy requires that BIA police officers will as a rule be in duty-appropriate uniforms, which will conform with the parameters outlined in the BIA Law Enforcement Handbook, carry a weapon where required by their duties and, when stationed in marked police vehicles, will operate such marked police vehicles equipped with light bars. This policy is standard for police forces nationwide, and is necessary for the safety of the officer and to communicate the officer's status and authority to members of the public and to those suspected of criminal activities.
 - B. Police officers that are temporarily off duty during a shift, or whose duty is temporarily interrupted for any reason are expected to remain in duty-appropriate uniforms, in a marked vehicle, if so stationed, and otherwise prepared for duty so that they are available to respond to emergency calls.
 - C. Police officers and their supervisors may make exceptions to these requirements for undercover operations or otherwise on a case-by-case basis, but deviations from this rule are expected to be infrequent and will usually occur for compelling law-enforcement reasons.
5. Travel Outside of Indian Country
- A. The ordinary duty stations of BIA police officers are located within the boundaries of Indian country. In some situations, however, BIA police officers will be required to leave Indian country as a part of or incidental to their duties. This may occur, for example, where they are responding to an incident in another area of Indian country; where they are transporting evidence or suspects to or from locations in Indian country or to or from other police, court, or prison facilities; when they reside off-reservation and are traveling to their duty station or responding to an emergency call; or when they must obtain products or services located off-reservation while on duty or in the normal course of their business day.
 - B. When traveling outside of Indian country, BIA police officers retain their status as Federal law enforcement officials. They are therefore expected as a rule to be in uniform and to operate marked police vehicles as set forth in paragraph 4. They may also be armed; may transport evidence; and may exercise the authority of law enforcement officers to maintain control of suspects in such situations. They may also perform comparable incidental Federal police activities outside of Indian country, but will not as a rule conduct investigations or make arrests outside of Indian country, absent exigent circumstances or: (1) a nexus to a crime committed in Indian country, (2) a need to assist a state agency pursuant to this agreement, and (3) communicating and coordinating with the appropriate local or Federal authorities over procedures and methods.
6. Officers Holding SLECs
- A. Officers holding SLECs are treated as BIA police officers for enforcing Federal laws.

They therefore will conform to all requirements and limitations set forth in this agreement, and in particular in paragraphs 4 and 5.

- B. In any situation in which an officer holding an SLEC might receive a call related to a potential Federal offense, that officer will as a rule be in uniform and in a vehicle equipped as set forth in paragraph 4. Such an officer may undertake off-reservation travel as set forth in paragraph 5.
- C. In any situation in which an officer holding an SLEC is responding to a call that may involve a Federal offense, or undertaking any other duties that relate to or may potentially relate to their Federal functions, he or she will conform to the provisions of this agreement, and in particular those in paragraph 5. The officer will function as a BIA police officer as set forth in paragraph 5, irrespective of the boundaries of the Tribe's reservation or the location of Indian country.
- D. When an officer holding an SLEC receives an emergency call in circumstances where a Federal offense may exist, he or she will respond in emergency mode and will travel to the site of the call as rapidly as it is possible to do without compromising safety, irrespective of the boundaries of Indian country or his or her present location. He or she will observe the restrictions on the activation of emergency mode and the precautions for the safety of bystanders required in the BIA, OLESS Law Enforcement Handbook and otherwise respond as appropriate and prudent. In instances where the State has criminal jurisdiction in Indian country, and where there is no significant reason to anticipate that a Federal offense may exist with respect to a particular emergency call, Tribal law enforcement officers will respond in accordance with policies and practices set forth under State and local law, but may, in certain circumstances, retain their Federal status.
- E. When located outside of Indian country, officers holding SLECs may respond to observed violations of Federal law in a public safety emergency as appropriate and prudent. Irrespective of their location, officers holding SLECs may only respond to violations of exclusively State law to the extent consistent with that State's law. Officers carrying SLECs may respond to concurrent violations of State and Tribal or Federal laws to the extent consistent with Tribal or Federal law.

7. Disposition and Custody

- A. Any person arrested by an officer commissioned pursuant to this Agreement shall immediately be brought to the attention of a responsible official of the apparent prosecuting jurisdiction. In order to ascertain the proper prosecuting jurisdiction, the officer shall attempt to determine, where practicable, whether the arrestee is Indian or non-Indian. The official determination of proper jurisdiction, however, will be made by a prosecutor or court, not a law enforcement officer commissioned under this Agreement.
- B. The agency with whom the arresting officer is employed shall ensure the arrestee

appears before a judge of the appropriate jurisdiction for initial appearance and bond setting within the time guidelines of the tribal, State, or Federal law as may be appropriate.

- C. In the event an Indian detainee or prisoner under the jurisdiction of the Tribe requires medical treatment, the law enforcement agency with custody may transport the detainee or prisoner to the nearest Indian Health Service or the appropriate Tribal health care facility. In such event, tribal or BIA law enforcement officers shall be notified so that necessary protective services may be provided while the detainee or prisoner is admitted at such health facility.

8. Liabilities and Immunities

- A. It is understood and agreed that each agency which is a party to this Agreement, its agents, employees and insurers do not, by virtue of this Agreement, assume any responsibility or liability for the actions of officers commissioned pursuant to this Agreement which are performed outside the scope of their duties.
- B. Notwithstanding subsection A, any Tribal or State Law Enforcement Officers who are deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will only be deemed employees of the Department of the Interior for purposes of the Federal Tort Claims Act (FTCA) while carrying out those laws applicable in Indian country as described in Section 3.A and Appendix A. Therefore, such officer will not be deemed a federal employee under 25 U.S.C. § 2804(f)(1), or for purposes of the Federal Tort Claims Act with respect to the enforcement of any other law except those applicable in Indian country as described in Section 3.A and Appendix A.
- C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers, such as the defense of qualified immunity.
- D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, not otherwise expressly waived by legislative act.
- E. The parties to this Agreement specifically agree to hold each other harmless under this Agreement for any civil claim brought against an officer carrying an SLEC arising out of law enforcement activity, except for actions within the scope of authority delegated by this agreement, provided, however, that this hold harmless provision shall not be applicable to any obligation of the United States arising out of a relationship between the United States and the Tribe not created under this Agreement.
- F. The parties to this Agreement agree that the United States has no obligation under this Agreement to provide legal representation for any constitutional claim for any officer carrying a SLEC except as provided by 28 C.F.R. 50.15(a), such that (1) providing representation would otherwise be in the interest of the United States, and

(1) the event from which the claim arises is within the scope of authority delegated by this agreement.

9. Appeal Procedure

Appeals of termination or revocation of this agreement, or suspension or revocation of a commission issued herein, shall be made to the Associate Director of Operations, BIA, OLESS, which decision shall be the final agency action subject to judicial review under the Administrative Procedure Act (APA), 5 U.S.C. § 551. At the tribe's option, appeal may be taken to the Interior Board of Indian Appeals (IBIA) to the extent it has jurisdiction.

10. Additional Parties

It is understood by the parties to this Agreement that additional agencies with law enforcement responsibilities may join as parties hereto, and that amendment may be made to the terms of this Agreement only with the express agreement of all the parties signatory to this Agreement. Additional parties may join this agreement once a fully executed Addendum has been signed and filed with the Oklahoma Secretary of State.

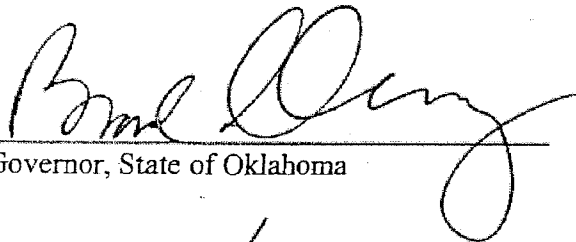
Signatures:



C. Leon Glenn Special Agent in Charge
District II, OLESS-Bureau of Indian Affairs

12-05-05

Date



Governor, State of Oklahoma

12/19/05

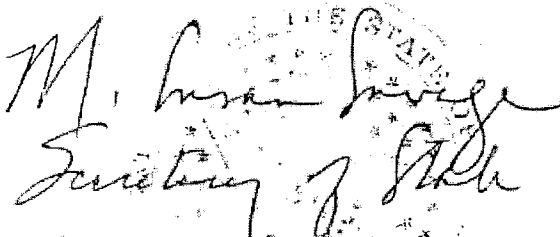
Date



Chair, Joint Committee on State-Tribal Relations

1/23/06

Date


Secretary of State

1/23/06

Deputation Agreement Between Office of Law Enforcement Services and Security, Oklahoma and the Attached Tribes and Law Enforcement Agencies.

All Federal criminal laws applicable to Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153.

All Federal statutes applicable within the signatory tribes Indian country in Oklahoma, **which may include, but are not limited to:**

1. The Indian country liquor laws, where applicable (18 U.S.C. §§ 1154, 1155, 1156, and 1161),
2. Counterfeiting Indian Arts and Crafts Board Trade-mark (18 U.S.C. § 1158),
3. Misrepresentation of Indian produced goods and products (18 U.S.C. § 1159),
4. Property damaged in committing offense (18 U.S.C. § 1160),
5. Embezzlement and theft from Indian tribal organizations (18 U.S.C. § 1163),
6. Destroying boundary and warning signs (18 U.S.C. § 1164),
7. Hunting, trapping or fishing on Indian land (18 U.S.C. § 1165),
8. Theft from gaming establishments on Indian land (18 U.S.C. § 1167),
9. Theft by officers or employees of gaming establishments on Indian land (18 U.S.C. § 1168),
10. Reporting of child abuse (18 U.S.C. § 1169),
11. Felon in possession of a firearm (18 U.S.C. § 922(g)),
12. Youth Handgun Safety Act (18 U.S.C. § 922(x) (2)),
13. Possession of a firearm while subject to protective order 18 U.S.C. § 922(g) (8)),
14. Interstate domestic violence - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2261(a) (1)),
15. Interstate domestic violence - Causing the crossing of a state, foreign, or Indian country border (18 U.S.C. § 2261(a) (2)),
16. Interstate violation of protective order - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2262),
17. Illegal trafficking in Native American human remains and cultural items (18 U.S.C. § 1170),
18. Lacey Act violations (16 U.S.C. § 3371, *et seq.*),
19. Archaeological Resource Protection Act violations (16 U.S.C. § 470ee),
20. Controlled substances - Distribution or possession (21 U.S.C. §§ 841(a) (1), 844),
21. Unauthorized taking of trees (18 U.S.C. § 1853),
22. Unauthorized setting of fire (18 U.S.C. § 1855),
23. Assault of a Federal officer (18 U.S.C. § 111), and
24. Bribery of tribal official (18 U.S.C. § 666(a) (2)).

This list is not exhaustive.

CITY ADDENDUM

ADDITION OF CITY TO DEPUTATION AGREEMENT FOR LAW ENFORCEMENT IN THE

CITIZEN POTAWATOMI NATION

The undersigned City of Shawnee, Oklahoma, hereby joins into the Deputation Agreement for Law Enforcement in the Citizen Potawatomi Nation, effective on _____, 2011.

Linda Peterson, Mayor
City of Shawnee

Date

Russell Frantz, Chief
Shawnee Police Department

Date

Regular Board of Commissioners

Item #: 4.

Date: 03/21/2011

Mayors Proclamations

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Proclamations:

"Arbor Week"
March 21-25, 2011

"Emergency Management Week"
March 20-26, 2011

"Fair Housing Month"
April 2011

Regular Board of Commissioners

Item #: 5.

Date: 03/21/2011

Intro Nikaho Delegation

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Introduction of Shawnee 2011 student/teacher delegation for exchange trip to Nikaho, Japan.

Chair

Skip Gore

Teachers

Laura Hamilton, NRC

Taylor Wilson, NRC

Students

Dashai Falconer, SMS

Cierra Gibson, SMS

Jackson Hopkins, SMS

Logan Jennings, SMS

Carlynn Martin, SMS

Nathan Cannata, Liberty

Bailey Kasterke, Liberty

Andrea France, NRC

Regular Board of Commissioners

Item #: 6.

Date: 03/21/2011

Audit June 30, 2010

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Presentation of the City of Shawnee audited Financial Statements for the year ended June 30, 2010.

Regular Board of Commissioners

Item #: 7.

Date: 03/21/2011

Regional Park Master Plan

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Presentation and consider acceptance of the Regional Park Master Plan.

Attachments

Regional Park

February 2011

JACOBS

City of Shawnee Regional Park Master Development Plan



In late 2007, the City of Shawnee conducted a site evaluation study for a proposed regional park facility. The study primarily focused on the size, availability and environmental issues associated with competing sites, but it also included a proposed master development plan that indicated multiple program elements on the recommended site at Westec Road (see figure 1). Based on this study, the City purchased the 160 acre tract of land located one-half mile west of the intersection of Westec Road and Kickapoo Street, on the north side of Westec Road. While this investment has created a new excitement for the potential for new parks and recreation programs within the City, it also carries the responsibility to wisely and prudently plan the uses, programs and design of this new "regional park." Recognizing this responsibility, the City commissioned JACOBS to provide additional research, analysis and planning/design services for the proposed park to ensure that a comprehensive review and evaluation of current and future recreation needs is conducted and demonstrate how those needs could be accommodated at the new park site. This document provides an overview of the findings of this additional study and provides a new Master Development Plan and implementation Strategy for the Shawnee Regional Park facility.

Community Interviews

Despite not having an organized Parks and Recreation Department within City government over the past several years, the youth and adult sports and recreation programs in Shawnee continue to flourish, according to several parks and recreation providers and leaders within the Shawnee community. In an effort to research possible program and athletic needs for the community, the planning team interviewed several user groups and athletic associations within Shawnee's sphere of sports and recreation influence. Conversations with the established leagues (youth baseball, softball, football and soccer & adult softball) and interviews with other recreation providers and developing sports enthusiasts (youth lacrosse, running and biking groups) indicated that almost every league or association was at or near capacity in terms of enrollment and ability to adequately schedule regular league games and practices. Youth soccer and baseball are in particular need for additional facilities due to their growth and popularity, but each athletic and non-athletic association indicated that their respective league needed more and "better" fields and facilities. Highlights of our interviews with local parks and recreation leaders are included



Figure 1 - 2007 Master Plan Diagram

Interview Highlights

- Excerpts and summaries of interviews with parks and recreation leaders of Shawnee include:
1. "Despite the age and condition of our facilities" our leagues continue to grow - Youth baseball has over 1,600 kids enrolled and youth soccer has over 1,000 participants. "More and better" facilities would only increase our numbers.
 2. Practice fields are important too – New game fields will only remain "nice and new" if they are not overused. The need for open practice areas is critical and clear.
 3. "If you build it, we will help maintain it" - The leagues and associations are ready and willing to provide the services and materials needed to maintain any new fields, thus a strong partnership opportunity exists for the City.
 4. Parks program must "move beyond just sports" – The community desires family activity uses and areas at the park also (i.e. trails, picnic areas, pavilions, etc.)



Regional Context

A critical finding in the interviews conducted with local sports associations and groups was Shawnee's increasing role as a "regional" provider of parks and recreation programs. A review of the various leagues' enrollments indicated that almost 30% of the total participants reside outside the city limits, some from as far away as Chandler, Prague and Seminole. Figure 2 illustrates (in map form) the general limits of the City's parks "attraction zone" or service area, and shows that the proposed park site possesses a central location in the overall area. The ability of the City to attract from this area speaks well of the associations' commitment to provide quality programs and leagues, but this large pool of participants also creates a significant burden on the City to provide the number of fields and facilities that may be needed by each league. The City's desire to provide fields and facilities for a regional recreation base may already be outstretching the financial and operational capacity of its current tax base to support such facilities.

In order to estimate the potential recreation demands that may be present in the City and its broader service area, a review of local, regional and national recreation standards was conducted and then compared to existing and future population totals. Table 1 indicates the nature and number of athletic fields and recreation facilities that would be required for both the City and the regional service area. As indicated in Table 1, the City's current park facilities are generally sufficient to accommodate the existing needs and demands within the City, but when viewed in the context of the broader region, they fall short of meeting total demand. Projected into the future, the existing inventory of city park facilities falls critically short of overall regional demand, thus the question of whether this demand may need to be addressed at the proposed park is raised.

Activity / Facility	Recommended Facilities for 2010-Regional Standard (per Population)	Recommended Facilities for 2030-Shawnee Service Area (Pop. 36,852)	Recommended Facilities for 2030-Regional Service Area (Pop. 87,030)
Baseball / Softball- Youth	1 per 5,000	6	14.5
Softball- Adult	1 per 10,000	3	7
Multi- Use Fields (Football, Lacrosse, Rugby)	1 per 10,000	3	7
Soccer Fields	1 per 5,000	6	14
Trails	1 mile per 4,000	7.5 miles	18 miles
Pavilion/Picnic Shelters	1 per 4,000	7.5	18
Playgrounds	1 per 3,000	10	24

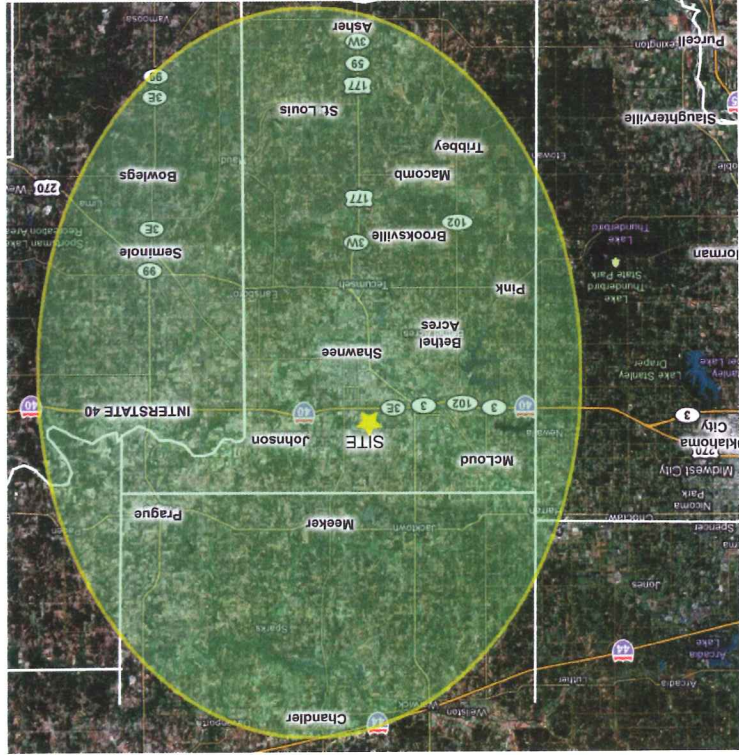
Table 1 - Park Standards

Based on these research findings, several issues impact the overall-planning and development of the park site. Some of the key issues are identified and noted in the Regional Context Issues box on this page.

Regional Context Issues

1. Site has great access to the overall region and is at the center of the regional service area, but it is also located at the "edge" of the City's urbanized area, remote from most residential areas.
2. The City is a regional provider of park facilities, but it can only tax and fund its parks system locally.
3. The site's location provides an opportunity for the park to serve multiple economic development strategies for the City – one exists in the park's ability to attract youth tournaments and put "heads in beds" for local hotels and restaurants; and the second is the park's ability to serve as a magnet for future residential growth in this part of the City, thus generating future sales and property tax revenues.
4. The Park can serve as a "neutral turf" tournament site for many of the region's larger metropolitan athletic programs (OKC, Tulsa, Dallas, etc.) thus creating a great opportunity for the City to build a memorable park that attracts significant tourism dollars to the area.

Figure 2 - Service Zone Limits



Drainage/Hydrology/Wetlands

The site's location near the top of the area watershed reduces the impact of drainageways on the site, and a review of the USGS maps indicates that no blue-line streams exist on the property. There are four identified wetlands, two of which are the permanent water features on the site and two of which appear to be intermittent wetlands occurring during wet periods. While these features represent regulatory constraints for the site, and their location on the site is not optimal in terms of ease of development, innovative engineering practices and proper site planning techniques can minimize their overall impact. On the whole, these drainage features do not pose significant barriers to the proposed development on the site.

Site Vegetation and Natural Areas

Perhaps the most significant natural feature on the site is the existing lake in the northeast corner of the property. The lake and its surroundings (see site photos), present a natural setting that requires little or no alteration in order to serve as a park asset for the City. While the lake is likely to small to provide enough space for powerboats or sailboats, it does provide excellent opportunities for nature-based educational and adventure-themed activities. The existing mature tree groves and understory landscape features provide an excellent backdrop for nature-based program elements. The site master plan should minimize disruption to these areas and preserve them for more passive non-athletic activities.

Access / Infrastructure

The site is accessed via an unimproved Westech Road and there are no existing sanitary sewer or domestic water utilities in the area. Rights-of-way for the needed improvements to Westech Road and the potential new section line road on the site's western boundary currently exist. Both rights-of-way would require significant improvements to provide sufficient vehicular access to the site. Minimum improvements would include grading, drainage, and paving for both roads.

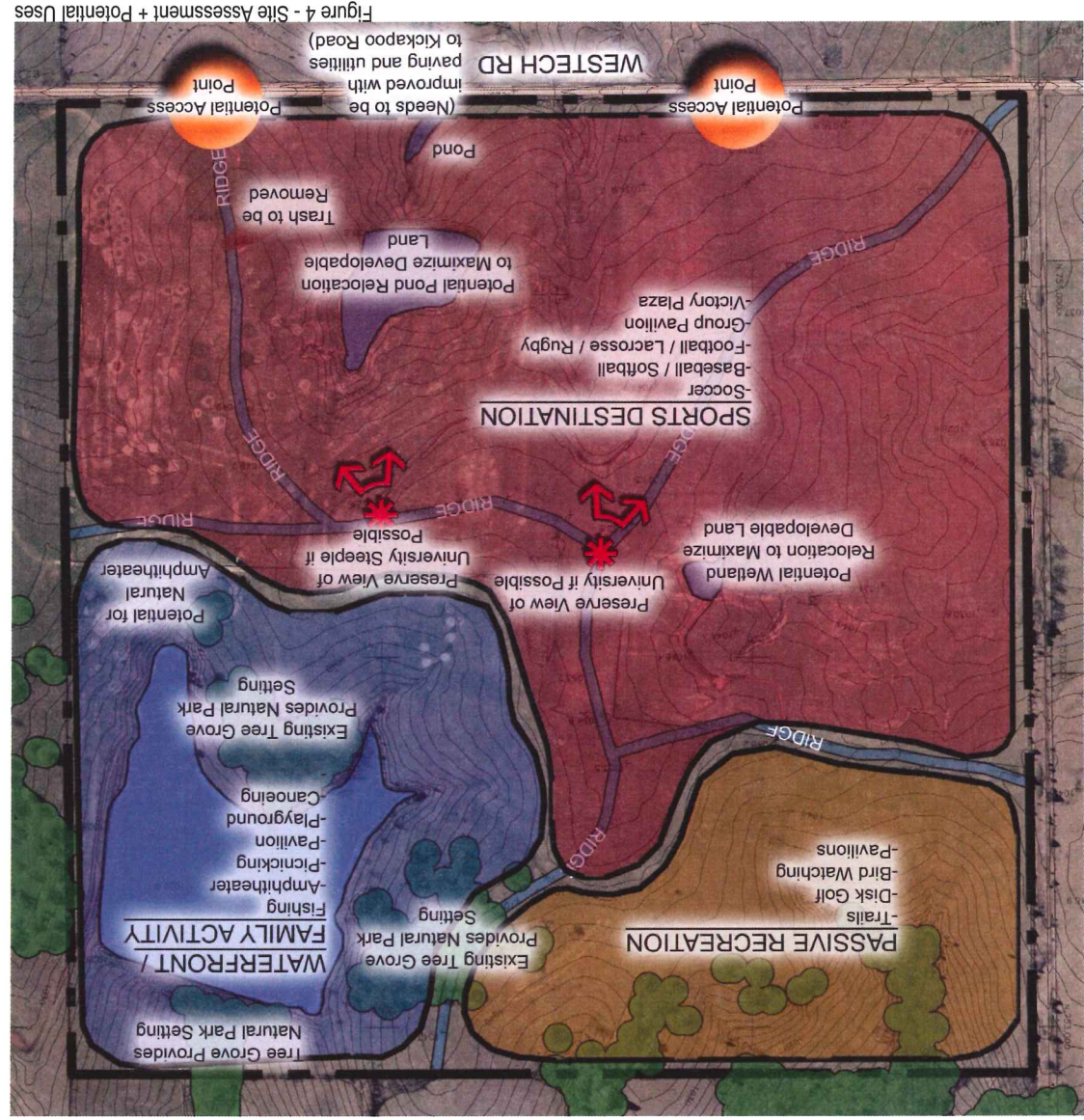
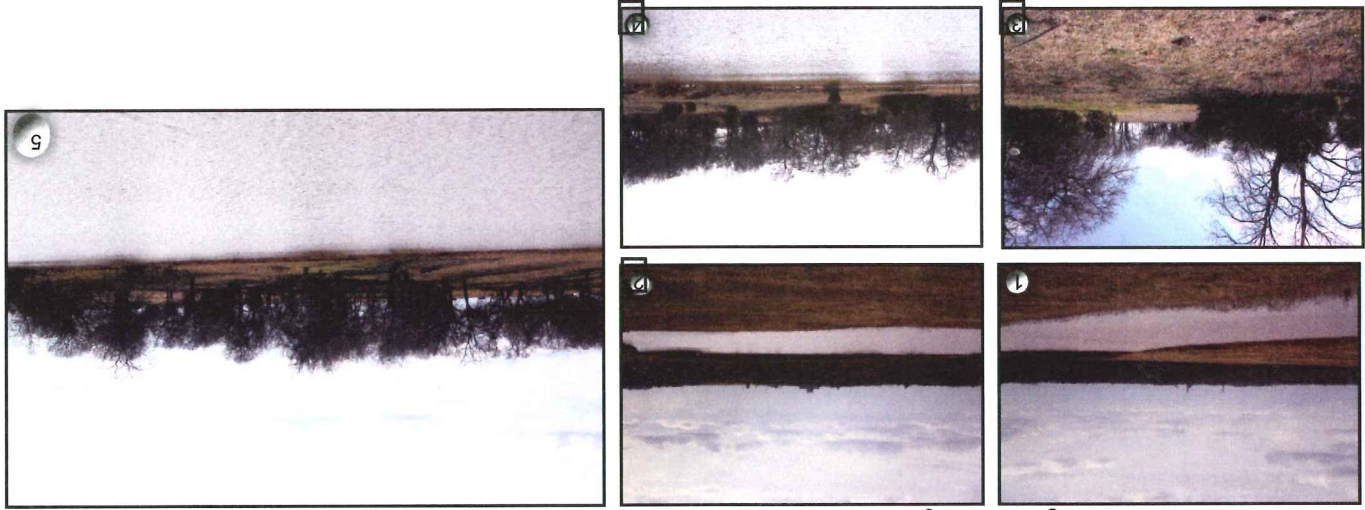


Figure 4 - Site Assessment + Potential Uses

A comprehensive site analysis was conducted to determine the suitability of the property to accommodate the preferred uses identified in the preliminary programming phase. Figure 3 illustrates site features that influence the development of a master plan. A summary of the major findings of the review include:

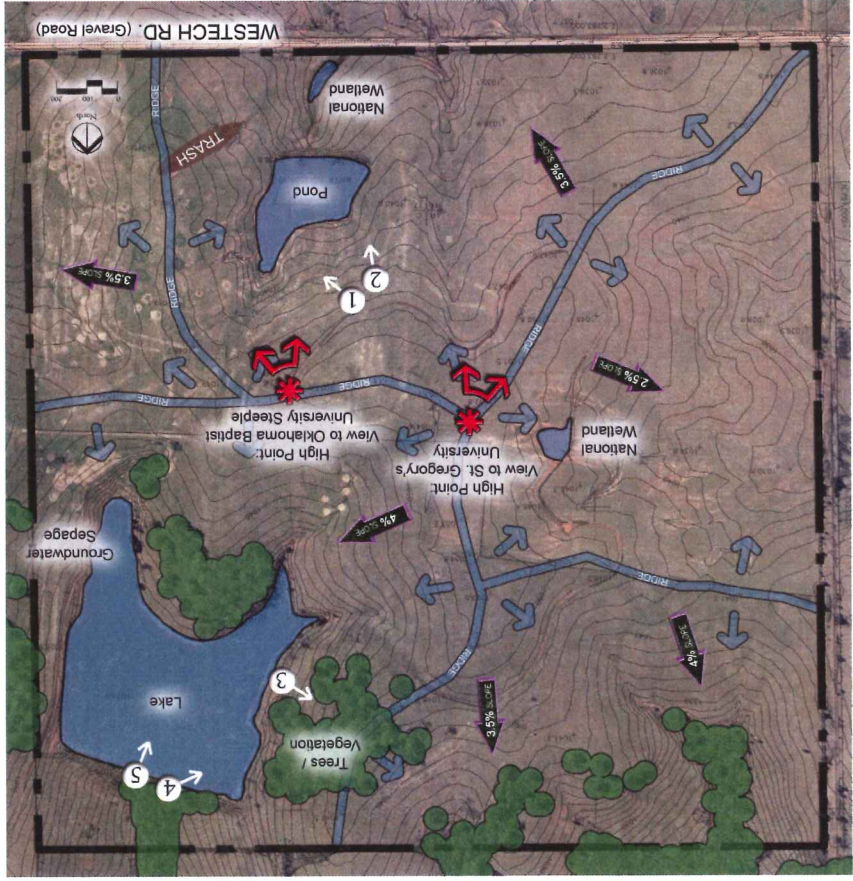
Site Topography

A dominant feature of the site is the rolling topography that exists with site elevations varying approximately 55 vertical feet, from 1054.8 MSL to roughly 1002 MSL at the site's northwestern corner. While this grade change is significant, the majority of the site contains broad, open fields that gently slope at 2-4% grades, thus providing a suitable location for the mass grading and construction activities associated with athletic fields. Additionally, almost 60% of the 160 acres are "framed" by a ridgeline that bisects the site north to south and it is this ridgeline that will likely form the limits of the proposed ballfield construction zones. Finally, many of the City's architectural landmarks can be seen (i.e. Raley Chapel at OBU, St. Gregory's Abbey) and the hotels and restaurants at the Interstate 40 and Kickapoo Street interchange are visible from selected points on this ridgeline.



The photos shown below (and their locations as referenced in Figure 3) indicate the general nature of the site and the areas surrounding the existing lake.

Figure 3 - Site Analysis



In order to determine if the proposed preliminary programming components for the park could "fit" on the site, the planning team conducted a preliminary spatial assessment. Figure 5 illustrates a simple, spatial diagram of the desired program elements on those portions of the site that are most suitable for development. This spatial assessment indicates that the proposed program elements, as identified by the youth and adult sports associations and recreation stakeholders, can be reasonably accommodated at the site. Although the design and specific details of each facility have not yet been created, it appears that the full extent of the active recreation uses are possible, with sufficient space remaining around the existing lake to protect and enhance the important qualities of this site feature. Finally, it is important to note that each of the active recreation zones and proposed athletic complexes are situated to the south of the ridge line that "frames" the site's topography. As a result, the athletic complexes will be visible from the primary entrance point on Westech Road, and the active recreation uses can be separated from the potential passive or adventure uses that may be desired in the more natural, secluded portions of the site (i.e. near the existing lake).

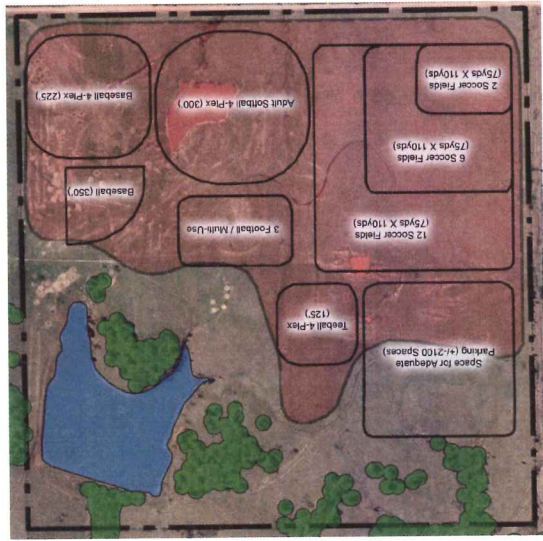


Figure 5 - Spatial Diagram

Master Plan Options

Once it was determined that the proposed program elements could "fit" on the site, the planning team considered three alternative master plans for the park. The goal of these master plan options was to provide a preliminary layout of proposed uses that would create a regional park facility that could accommodate local needs, host state, regional and national youth tournaments, and provide the Shawnee community with non-athletic features that their families could also enjoy.

Option 1: Celebration Point

Figure 6 illustrates the first master plan considered, entitled Celebration Point, based on the large, celebratory events pavilion proposed at the highest point on the site. This Celebration Pavilion serves as a focal point and "connection" between the active athletic complexes on the front portions of the site with the more community-based activities surrounding the existing lake to the north. From the Celebration Pavilion, the community could enjoy the grand lawn and amphitheater that embraces the lake and draws the community to the natural surroundings and beauty of the lakeside environment. Finally, from a youth athletics standpoint, expansive youth baseball and soccer complexes are created and 4 multi-purpose sports fields are included. The primary entrance to the site from Westech Road includes a new lake and interpretive learning zone that could provide environmental and nature-based educational opportunities and activities for the community, and a multi-use trail system is intertwined throughout the site.

Figure 6 - Celebration Point



Option 2: Beyond Sports

Figure 7 illustrates another proposed master plan entitled, Beyond Sports, due to its emphasis and activities proposed for the areas surrounding the existing lake. Similar to Option 1, this master plan includes youth baseball, soccer and multi-purpose fields in the front portions of the site, but the Beyond Sports plan creates a more concentrated and developed nature-based activity zone near the lake at the site's northeastern corner. The existing tree groves and lakefront are used to create campsites, fishing piers, bathhouses and other adventure areas that could serve as the "basecamp" for an expanded youth activities program for the City. The athletic portions of the plan also vary from the previous option by creating a youth soccer complex that is combined and integrated with a civic zone at the proposed new lake near the main entrance off Westech. Similarly, the youth baseball complex is paired with the proposed Grand Pavilion to create a focal point and activity hub during tournaments or league play. The pavilion could also provide rental income during these events. Finally, the multi-purpose, football and lacrosse fields are separated from the other complexes and are provided visibility along Westech Road in order to establish their standing as a unique sporting complex at the park.

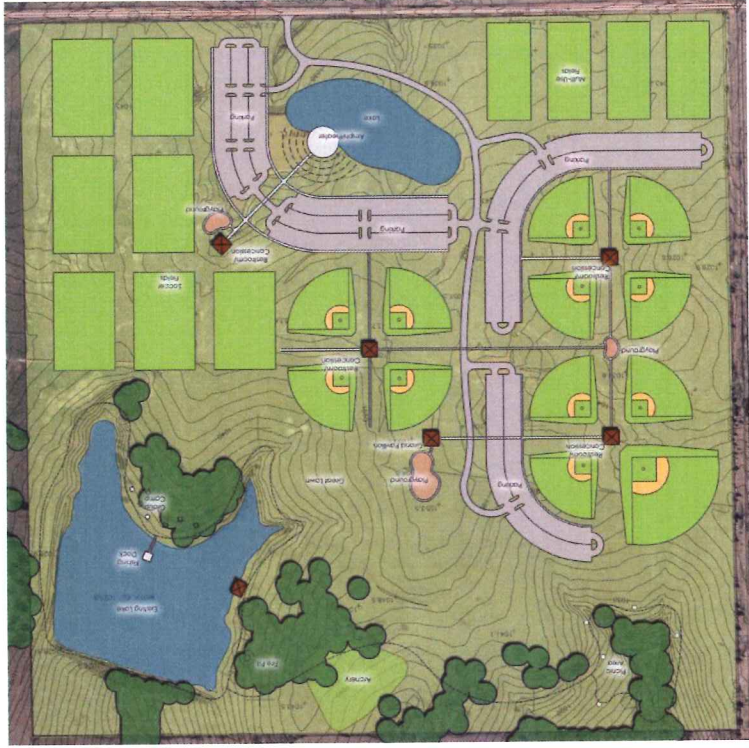


Figure 7 - Beyond Sports

Option 3: "Max" Sports

Last, Figure 8 illustrates the last master plan considered by the planning team, one in which the site could also serve as an economic development tool for the City. The primary goal with this option was to maximize the opportunity for youth baseball or softball facilities that can serve as entitlements to state and regional tournaments. The layout of Max Sports is generally the same as the Beyond Sports option, but an additional baseball/softball 4-plex is created adjacent to the soccer complex. This plan illustrates the maximum carrying capacity of the site from an athletic fields standpoint, but also shows how this additional baseball complex could easily be a "phased" addition to the overall park as future demand dictates. The additional fields do not impair the nature-based activities at the lake, thus they are still included in this option.

Figure 8 - "Max" Sports



Based on the preliminary programming assessment, a review of the site constraints and the planning team's review of potential master plan options, an overall Master Plan for the Shawnee Regional Park was created. Figure 9 illustrates the general features and components of the Master Plan and the following pages highlight the features and costs associated with each major activity element.

Design Features of the Park

As a visitor travels west on Westech Road and approaches the park entrance, several design features will become apparent. First, a new **Lake** will greet the visitor at the entryway and serve as the dominant design and aesthetic element in the arrival sequence. The lake serves multiple purposes including: aesthetic purposes (i.e. as a backdrop to the Soccer complex's central plaza and concessions building; as a "calming" feature that balances the rush of sports activities about to be encountered; and as the backdrop for the Community Pavilion and amphitheater) and functional purposes (i.e. as a stormwater and drainage retention area; and as a reservoir and recharge point for park's irrigation system). The **Main Entry Drive** and its **Roundabout** serves to extend and enhance the arrival sequence, as well as focusing the visitor's attention to the proposed **Community Pavilion**. The entrance drive is well landscaped and set apart from the large parking areas so as to provide the visitor with ample opportunity to experience the park without the interruption of intersecting traffic. Finally, the **Celebration Pavilion** terminates the entry drive view and provides a strong visual axis and destination mark for park users.

Program Features of the Park
The proposed Plan provides a new central athletic complex that provides Shawnee with a new, premier youth athletic complex capable of handling large state or national tournaments but it also serves as a gathering place for the Shawnee community into the future. Key program features of the Park include:

Youth Soccer Complex: The soccer complex is planned for multiple competition fields of varying size that serves as the new home for Shawnee Soccer Association. An entry plaza and concessions/restroom building are also included (see following pages for features).

Youth Baseball "A" and "B" Complex: These 4-plexes are designed to have tiered seating (see following page for features), central restroom/concession buildings, and organized warmup and seating areas to promote separation of participants and spectators.

Youth Sports "C" Complex: This facility is planned to be flexible to meet future demands, whether those demands be soccer, baseball, softball or other. The complex is currently shown as youth baseball and includes a proposed "miracle field." **Community Pavilion Complex:** A key component of the Park's community focus is the development of a Community Pavilion, playground and amphitheater near the entry Lake. This pavilion and its features will provide significant opportunities for family or team gatherings, as well as a home for future community events that require a large gathering area.

Youth Football & Lacrosse Complex: This 3 field complex provides new playing fields for the youth football program and an emerging youth lacrosse league in the City. A central restroom/concessions building is also included.

Celebration Pavilion Complex: Another key component of the Park's community focus is the development of the Celebration Pavilion, playground and Grand Lawn at the center of the site overlooking the existing Lake and the complexes. This pavilion and its features will provide a larger venue for community gatherings or rental facilities for the Park, its visitors and potential tournament participants.

Park Maintenance Complex: This complex includes an indoor shop and equipment storage, outdoor soil and material bins and other features necessary to provide adequate maintenance of the Park.

Multi-Use Trail System: This trail network encompasses the entire site and proceeds through a variety of natural settings to provide users with a leisurely stroll or an aggressive workout.

EcoAdventure Activity Zone: Located near the existing lake and surroundings, this activity zone is composed of campsites, fishing piers and other outdoor educational and adventure opportunities.

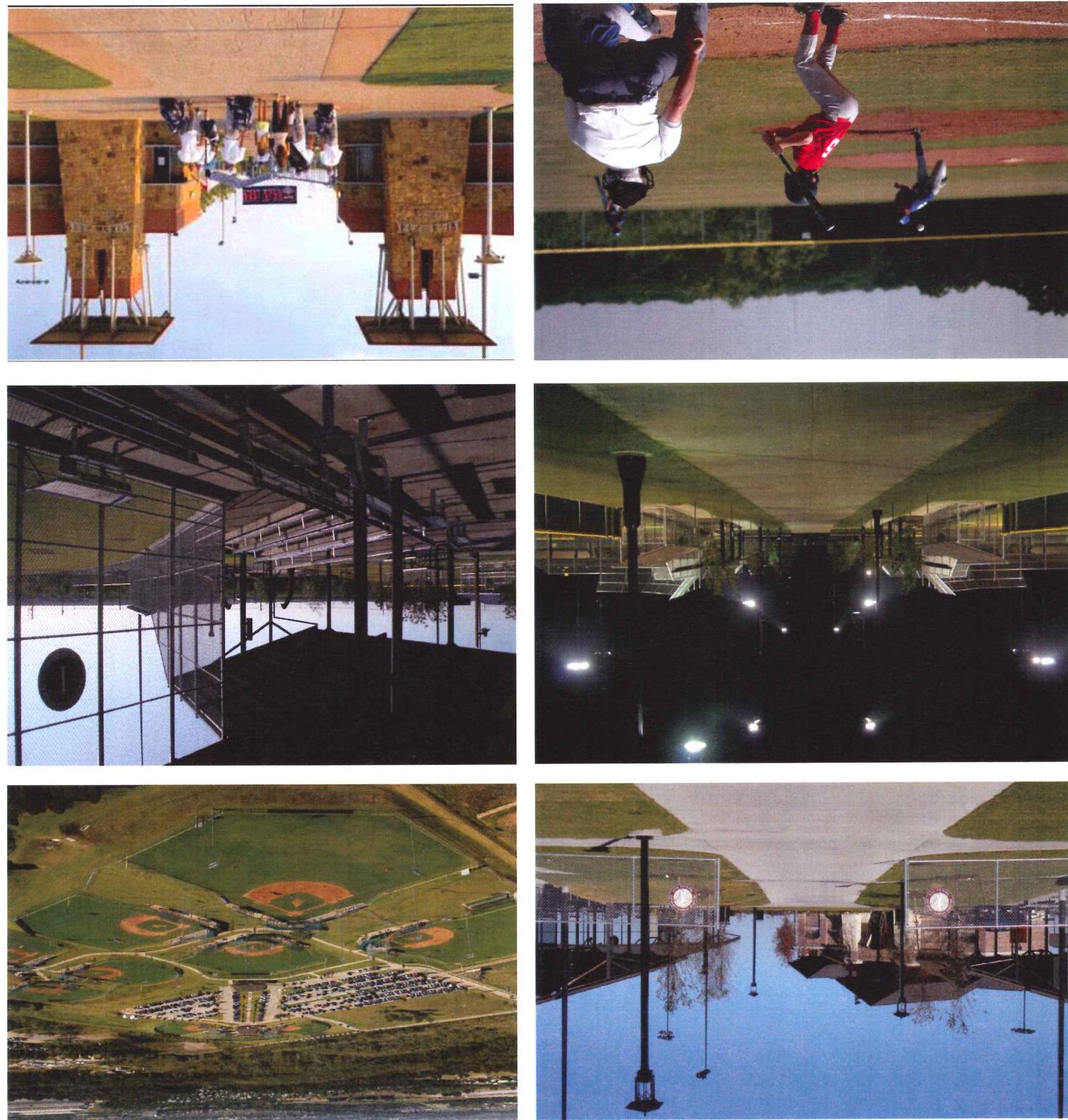
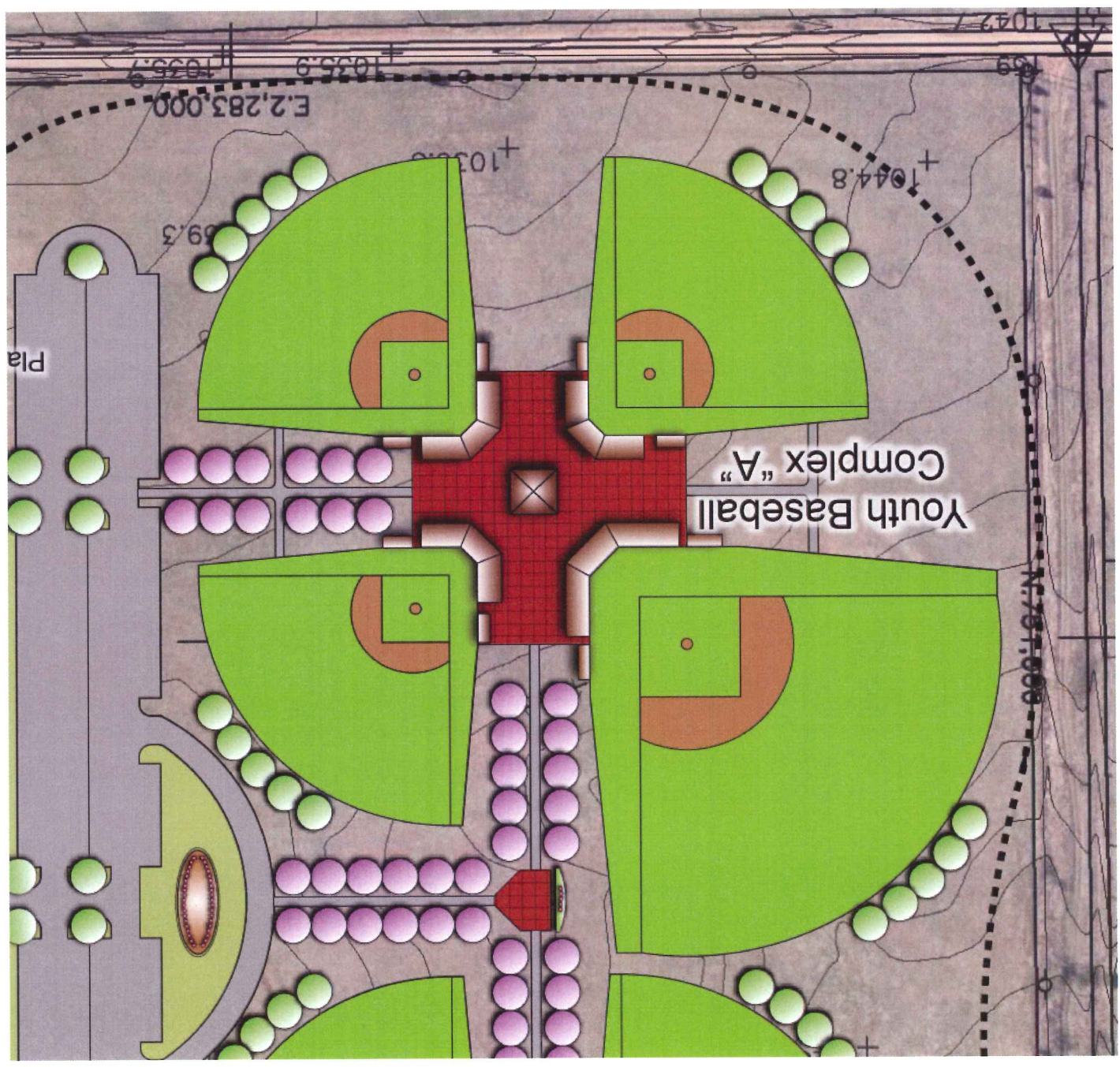
Disc Golf Course: The more remote area of the park is slated for a proposed disc golf course. This location will provide the proper separation and seclusion for this type of activity.



Figure 9 - Final Master Plan

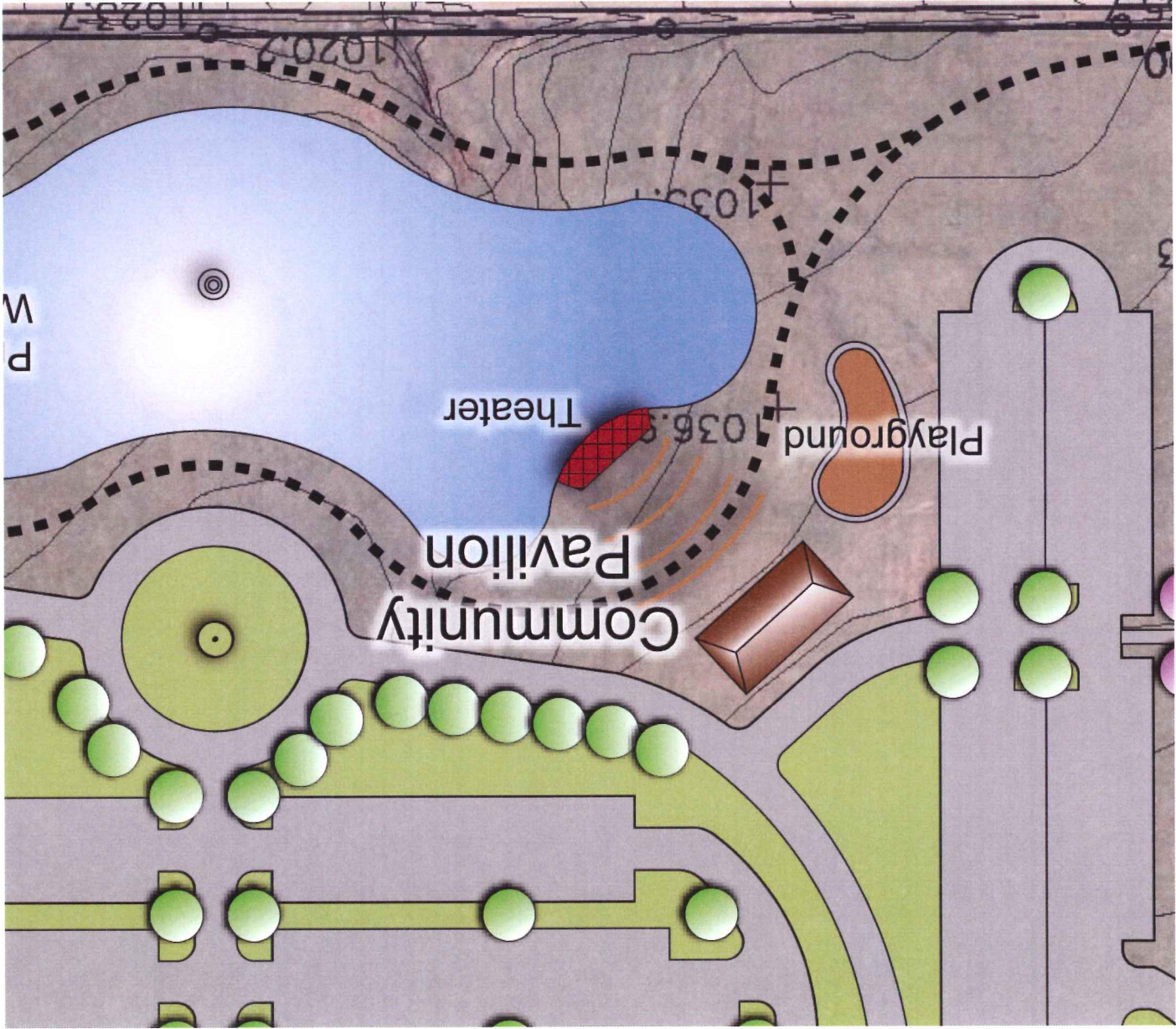


The Shawnee Regional Park includes a comprehensive youth baseball complex that provides championship quality facilities capable of hosting local, state and regional tournaments, as well as providing a home base for local leagues. The Plan includes eight (8) fields initially and the flexibility to add another 4-plex if demand warrants. The images included on this page provide representative examples of the nature and quality of the core elements of the complex. In addition to these core elements, a "miracle field" is planned for one of the 4-plexes. This synthetic turf field permits physically-disabled athletes to participate on a fully accessible game field in the complex.

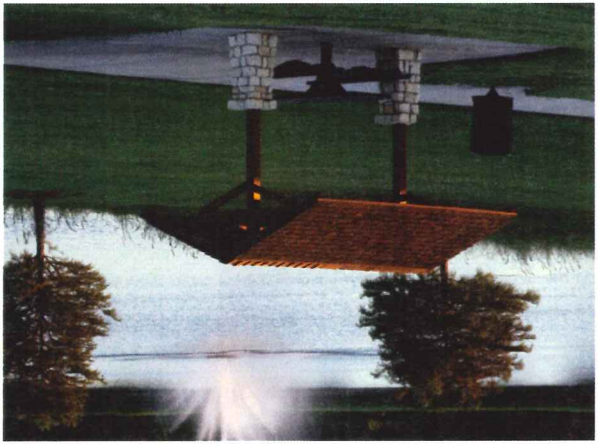
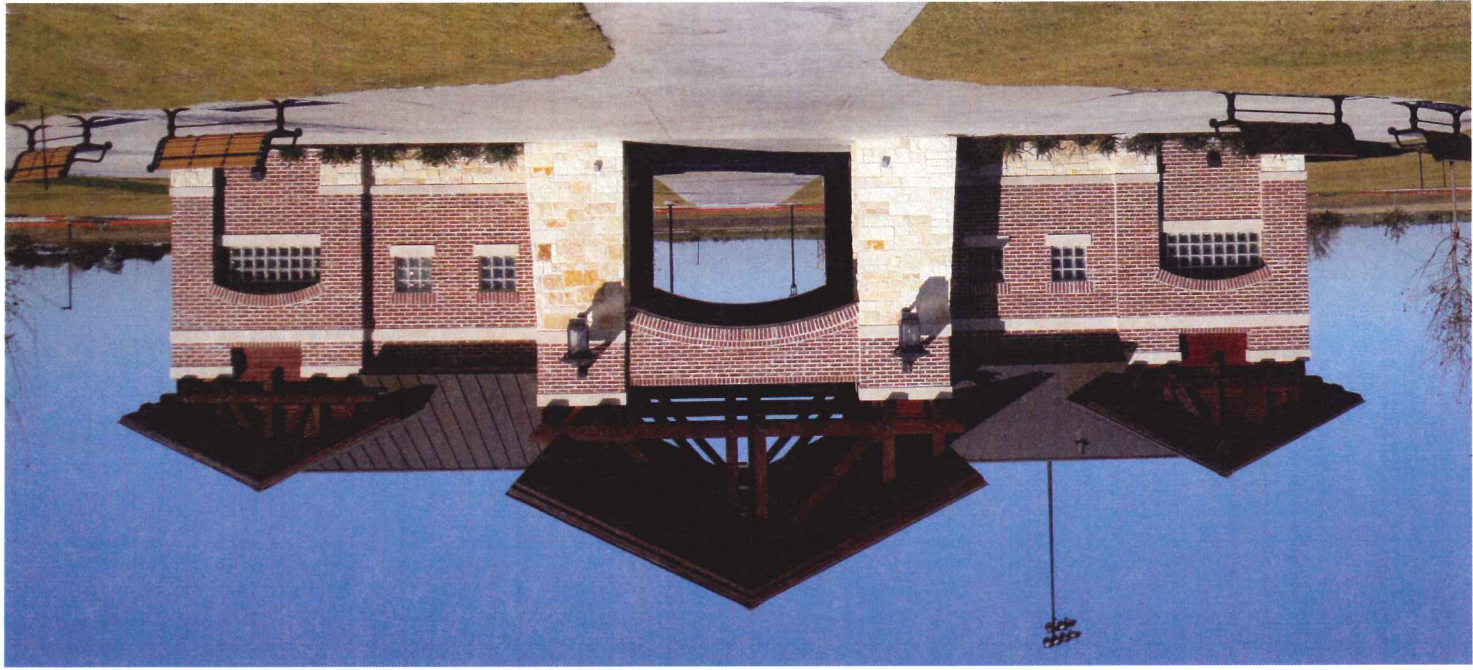


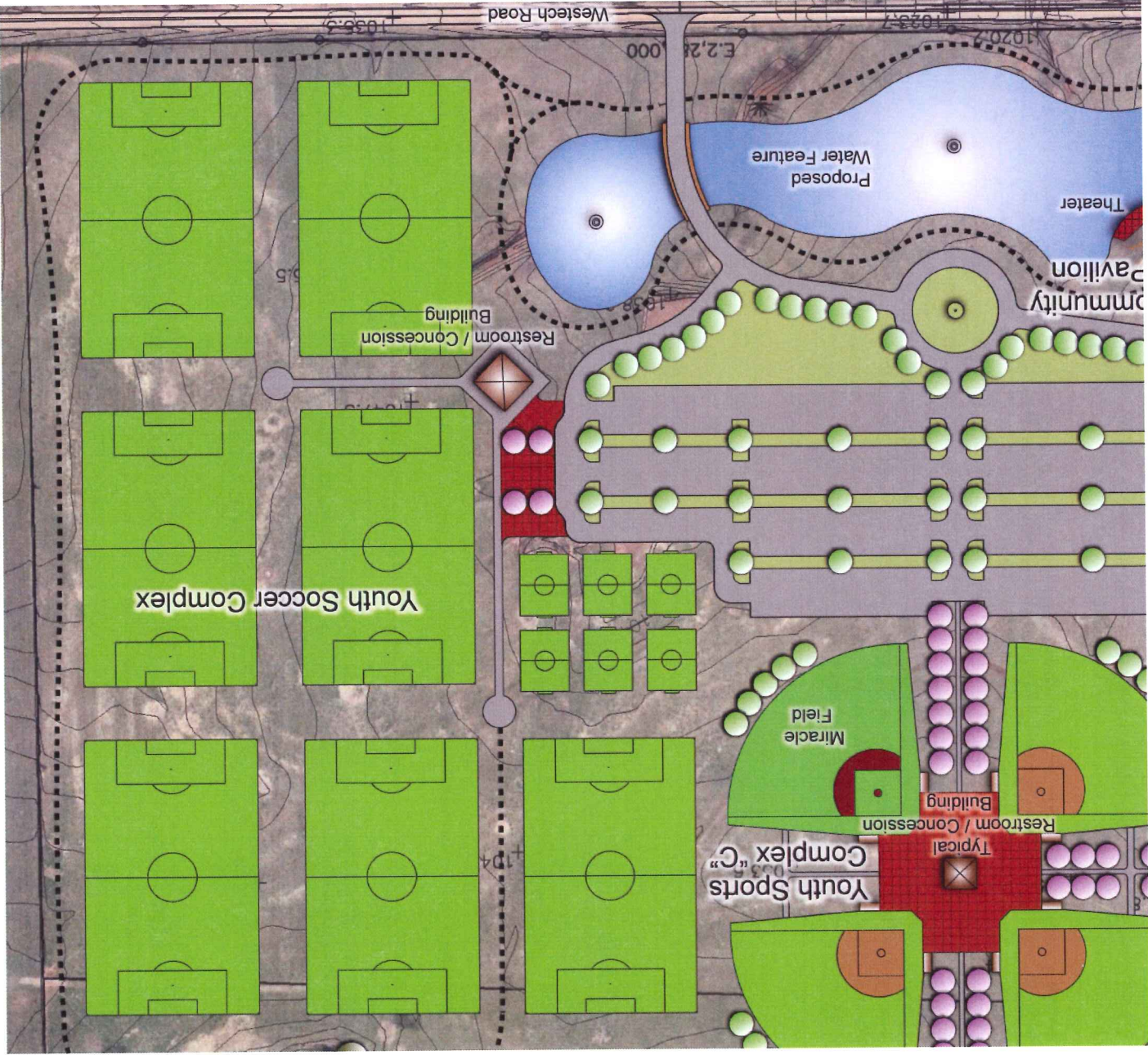
Youth Baseball Complex



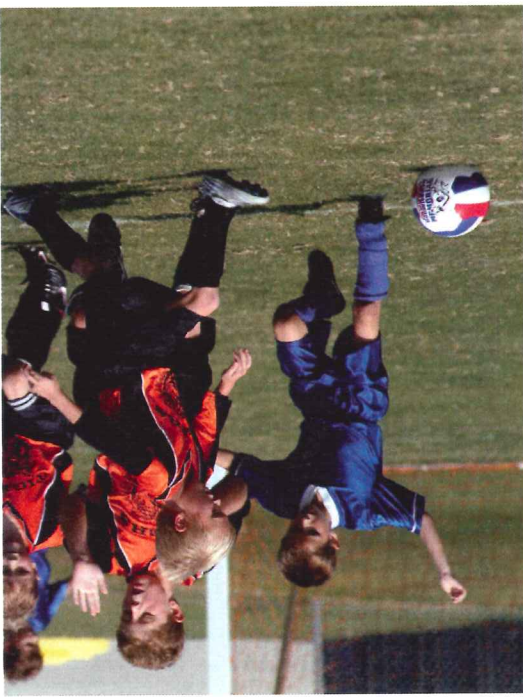
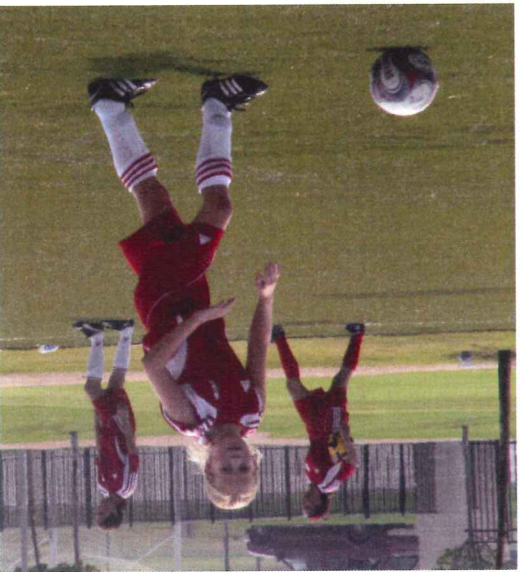


A critical component of the overall Plan is the development and highlighting of community gathering places within the Park to ensure that the park appeals to a broad base and inclusive group of users. The Shawnee Regional Park must be more than an athletic complex; it must also appeal to families and senior citizens and provide community-based activities for these groups as well. Accordingly, the Community Pavilion complex includes a structure that will provide outdoor grilling, seating and picnic areas and a community playground near the "front door" of the Park. In addition, an amphitheater is also proposed near the Lake to encourage large assembly community events or celebrations at the Park. The images included on this page provide representative examples of the nature and quality of the core elements of the complex. The Master Plan inset (see above) provides the location of the representative images of the proposed facility.





The Shawnee Regional Park includes a comprehensive youth soccer complex that provides championship quality facilities capable of hosting local, state and regional tournaments, as well as providing a home base for local leagues. The Plan includes seven (7) regulation fields and additional smaller fields initially and the flexibility to add another 3 fields in the "Flex Sports" area if demand warrants. The images included on this page provide representative examples of the nature and quality of the core elements of the complex.



Youth Soccer Complex



Environmental stewardship is an important and integral component of parks and recreation programs, particularly as it relates to the City's ability and desire to re-connect its youth with nature. The proposed Regional Park and its EcoAdventure Zone will contribute significantly to this goal by providing environmental learning areas and outdoor escapes for Shawnee's nature enthusiasts. Whether it is the network of nature and exercise trails throughout the park or the simple elegance and grandeur of open grasslands on the site, these outdoor areas are as important and integral to the quality of life for the community as the athletic complexes. This page provides representative images of the proposed settings likely to be found in the EcoAdventure Zone identified on the Plan.



EcoAdventure Zone



Overall Project Budget

Capital Costs

Table 2 (this page) provides a summary capital budget for the overall development of the Shawnee Regional Park facility. The budget includes the infrastructure necessary to support the eventual development of the specific activity areas identified in the Plan, as well as the elements and features included in each program and use area. Because the costs associated with the off-site improvements (i.e. Westech Road, water and sewer service and new section line road on the west edge of site) will be included in a separate infrastructure package, these infrastructure items have been identified but not included in the overall Regional Park costs or budget.

Shawnee Regional Park Master Plan Cost Estimate						
Item	Description	Qty.	Unit	Unit Price	Subtotal	Comments
Infrastructure and Common Area Improvements						
1	Off-site Infrastructure Improvements				\$0	
1A	Westch & Section Line Road Improvements				TBD	- to be funded under separate project
1B	Sanitary Sewer & Water Line Improvements				TBD	- to be funded under separate project
2	On-site Park Infrastructure Improvements				\$2,749,400	
2A	Site Utilities (water)	1	LS	60,000	\$60,000	- 3 wells for irrigation & potable water
2B	Site Utilities (septic sewer)	1	LS	90,000	\$90,000	- aerobic septic system for all buildings
2C	Site Utilities (electric service)	1	LS	40,000	\$40,000	- primary by City, service by contractor
2D	Park Roads	3300	LF	178.00	\$587,400	- 24' wide, asphalt ("C"), C&G, lights
2E	Site Grading (mass)	280,000	CY	4.10	\$1,148,000	- cut/fill balance on site, assume no rock
2F	Site Drainage	4800	LF	50.00	\$240,000	- underground piping throughout
2G	Site Fencing	6000	LF	56.50	\$339,000	- columns & decorative fencing @ front
2H	Water Feature @ entrance	1	LS	245,000	\$245,000	- fine grading, aesthetics & landscaping
3	Common Area Improvements				\$2,380,500	
3A	Parking Lots	1250	SP	1.395	\$1,743,750	- paving, C&G, lighting and landscaping
3B	Primary Entry Feature	1	LS	48,000	\$48,000	- signage, planting and traffic circle at Westch
3C	Landscaping & Irrigation	525,000	SF	\$0.55	\$288,750	- for all common areas in developed areas
3D	Maintenance Complex	1	LS	300,000	\$300,000	- park maintenance center (5000 sf, yard)
4	Signage, Furniture and Theming				\$235,000	
4A	Park Wayfinding Signage	1	LS	35,000	\$35,000	- Themed signage throughout park
4B	Site Furnishings	1	LS	100,000	\$100,000	- trash receptacles, benches, security lights, etc.
4C	Themed Elements	1	LS	100,000	\$100,000	- specialty elements at key points in Park
Specific Park Attractions/Elements					\$11,622,202	
5	Eight (8) Field Youth Baseball Complex				\$5,440,000	
5A	Baseball fields	8	EA	160,000	\$1,280,000	- competition level fields, fencing, dugouts
5B	Field Lighting	8	EA	90,000	\$720,000	- competition level lighting
5C	Concession/Restrooms Building	2	EA	400,000	\$800,000	- separate facilities at each 4 plex
5D	Utilities for complex	2	EA	47,500	\$95,000	- electric, water and sewer lines and service feed
5E	Pedestrian Walks Serving Ballfields	20,000	SF	3.90	\$78,000.00	- walks & hard surfaces to and within complex
5F	Landscape Development at 4plex	2	EA	55,000	\$110,000.00	- landscape/irrigation within complex
5G	Pedestrian/accent Lighting at fields	8	EA	43,000	\$344,000.00	- lighting for concourse areas
5H	Site Furnishings/Signage	1	LS	90,000	\$90,000	- trash receptacles, benches, signs, etc.
5I	Plaza Specialty Paving at R/C Bldg.	12,000	SF	10.00	\$120,000	- specialty paving at Building plaza
5J	Terraced Seating/Shade covers	8	EA	206,000	\$1,648,000	- terraced seating with metal roofing
5K	Entry Monuments @ gates	2	EA	25,000	\$50,000	- unique features to highlight entrances
5L	Central Gathering Area	7,000	SF	15.00	\$105,000	- landscape/hardscape between 4-plexes
6	Eight (8) Field Soccer Complex				\$1,938,252	
6A	Regulation soccer fields	8	EA	75,000	\$600,000	- competition level fields and seating
6B	Field Lighting	8	EA	75,000	\$600,000	- competition level lighting
6C	Concession/Restrooms Building	1	EA	425,000	\$425,000	- primary facility at main entry
6D	Utilities for complex	1	EA	47,500	\$47,500	- electric, water and sewer lines and service feed
6E	Pedestrian Walks Serving Ballfields	17,680	SF	3.90	\$68,952	- walks & hard surfaces to and within complex
6F	Landscape, Lighting and Entry	1	LS	96,000	\$96,000	- landscaping, lighting to enhance complex
6G	Site Furnishings/Signage	1	LS	100,800	\$100,800	- trash receptacles, benches, signs, etc.

City of Shawnee Regional Park



Operations and Maintenance Costs

In addition to the capital costs associated with the development of the Park, a long term commitment of operations and maintenance funds will be needed to ensure the future quality of the Park facilities. This Park represents a significant investment for the City of Shawnee and it is imperative that a continuing source of operations and maintenance dollars be allocated to maintain it. Estimates of O&M costs include:

Labor

Six, full time equivalent (FTE) personnel to maintain and manage the Park, including:

- Four (4) Maintenance workers @ \$10-14 per hour
- One (1) Maintenance and Park Foreman @ \$16-20 per hour
- One (1) Park Manager and Coordinator @ \$22-25 per hour

Assuming each person earns the average salary of their classification and the labor burden for each is 40% of their salary, the annual personnel budget for the Park could be as much as \$260,000.

Capital Equipment Purchases and Reserves

This category includes the one time purchase of maintenance equipment and park accessories that will be needed to maintain the quality of facilities at the Park. Equipment to be purchased would include mowers, edgers, trucks, utility vehicles, front end loaders, etc. and the anticipated one time budget would be approximately \$188,000. In addition, an annual funding for maintenance equipment or reserves should total approximately \$20,000.

Annual Operations

This category includes the day-to-day expenses and budgets needed to successfully operate and maintain the Parks grounds and administrative functions. Annual operating expenses are estimated to total approximately \$60,000.

Phase I of the Regional Park development strategy is the construction of the youth baseball and soccer complexes, the Community Pavilion, the Maintenance Complex and the "Flex" Fields. These "flex" fields can be used as practice areas or as a temporary location for youth football / lacrosse until such time that Phase II funding becomes available and overall needs can be determined. The anticipated costs for the overall development are identified in Table 3, as well as those elements of the complex that can be constructed within Phase I. The phasing strategy includes the budgeting of necessary infrastructure or community park elements whose funding may emanate from separate sources. Budgeted but unfunded improvements are also identified, in order that construction of the incomplete features can be planned for future budget cycles, and off-site infrastructure costs are identified but not included in the overall costs and budget.

Shawnee Regional Park					
Master Plan Cost Estimate - Phase I					
Item	Description	Overall Budgeted Amount	Phase I Funded Amount - Parks Bond	Phase I Funded Amount - Other Bonds	Unfunded Amount - Phase II
Infrastructure and Common Area Improvements					
1	Off-site Infrastructure Improvements				
1A	Westech & Section Line Road				Costs to be determined and funded under separate budget
1B	Sanitary Sewer & Water Lines				Costs to be determined and funded under separate budget
2	On-site Park Infrastructure Improvements				
2A	Site Utilities (water)	\$60,000	\$48,000	\$0	\$12,000
2B	Site Utilities (septic sewer)	\$90,000	\$72,000	\$0	\$18,000
2C	Site Utilities (electric service)	\$40,000	\$32,000	\$0	\$8,000
2D	Park Roads	\$587,400	\$469,920	\$0	\$117,480
2E	Site Grading (mass)	\$1,148,000	\$1,148,000	\$0	\$0
2F	Site Drainage	\$240,000	\$192,000	\$0	\$48,000
2G	Site Fencing	\$339,000	\$339,000	\$0	\$0
2H	Water Feature @ entrance	\$245,000	\$245,000	\$0	\$0
3	Common Area Improvements				
3A	Parking Lots	\$1,1743,750	\$1,133,438	\$0	\$610,313
3B	Primary Entry Feature	\$48,000	\$48,000	\$0	\$0
3C	Landscaping & Irrigation	\$288,750	\$187,688	\$0	\$101,063
3D	Maintenance Complex	\$300,000	\$300,000	\$0	\$0
4	Signage, Furniture and Theming				
4A	Park Wayfinding Signage	\$35,000	\$28,000	\$0	\$7,000
4B	Site Furnishings	\$100,000	\$75,000	\$0	\$25,000
4C	Themed Elements	\$100,000	\$75,000	\$0	\$25,000
Specific Park Attractions/Elements					
5	Eight (8) field Youth Baseball Complex				
5A	Baseball fields	\$1,280,000	\$1,280,000	\$0	\$0
5B	Field Lighting	\$720,000	\$720,000	\$0	\$0
5C	Concession/Restrooms Building	\$800,000	\$800,000	\$0	\$0
5D	Utilities for complex	\$95,000	\$95,000	\$0	\$0
5E	Pedestrian Walks Serving Ballfields	\$78,000	\$78,000	\$0	\$0
5F	Landscape Development at 4plex	\$110,000	\$110,000	\$0	\$0
5G	Pedestrian/accent Lighting at fields	\$344,000	\$344,000	\$0	\$0
5H	Site Furnishings/Signage	\$90,000	\$90,000	\$0	\$0
5I	Plaza Specialty Paving at R/C Bldg.	\$120,000	\$120,000	\$0	\$0
5J	Terraced Seating/Shade covers	\$1,648,000	\$1,648,000	\$0	\$0
5K	Entry Monuments @ gates	\$50,000	\$50,000	\$0	\$0
5L	Central Gathering Area	\$105,000	\$105,000	\$0	\$0
6	Eight (8) field Soccer Complex				
6A	Regulation soccer fields	\$600,000	\$600,000	\$0	\$0
6B	Field Lighting	\$600,000	\$600,000	\$0	\$0
6C	Concession/Restrooms Building	\$425,000	\$425,000	\$0	\$0
6E	Utilities for complex	\$47,500	\$47,500	\$0	\$0
6F	Pedestrian Walks Serving Ballfields	\$68,952	\$68,952	\$0	\$0
6G	Landscape, Lighting and Entry	\$96,000	\$96,000	\$0	\$0
6H	Site Furnishings/Signage	\$100,800	\$100,800	\$0	\$0



Item	Description	Budgeted Amount	Phase I Funded Amount - Parks Bond	Phase I Funded Amount - Other Bonds	Unfunded Amount - Phase II
Specific Park Attractions/Elements (continued)					
7	Three (3) Field Multi-Use Fields (football, lacrosse, rugby)				
7A	Regulation multi-use fields	\$174,000	\$0	\$0	\$174,000
7B	Field Lighting	\$180,000	\$0	\$0	\$180,000
7C	Concession/Restrooms Building	\$275,000	\$0	\$0	\$275,000
7D	Landscape, Lighting and Entry	\$30,000	\$0	\$0	\$30,000
8	"Flex" Youth Baseball Complex (or Soccer expansion)				
8A	Baseball fields	\$600,000	\$0	\$0	\$600,000
8B	Field Lighting	\$360,000	\$0	\$0	\$360,000
8C	"Miracle Field" construction	\$325,000	\$0	\$0	\$325,000
8D	Concession/Restrooms Building	\$400,000	\$0	\$0	\$400,000
8E	Utilities for complex	\$15,000	\$0	\$0	\$15,000
8F	Pedestrian Walks Serving Ballfields	\$33,150	\$0	\$0	\$33,150
8G	Landscape Development at 4plex	\$55,000	\$0	\$0	\$55,000
8H	Pedestrian/accent Lighting at fields	\$68,000	\$0	\$0	\$68,000
8I	Site Furnishings/Signage	\$39,000	\$0	\$0	\$39,000
8J	Entry Monuments @ gates	\$50,000	\$0	\$0	\$50,000
8K	Plaza Specialty Paving at R/C Bldg.	\$60,000	\$0	\$0	\$60,000
9	Community Pavilion at Lake				
9A	Pavillion Structure	\$300,000	\$300,000	\$0	\$0
9B	Community Playground	\$150,000	\$150,000	\$0	\$0
9C	Amphitheatre Development	\$100,000	\$100,000	\$0	\$0
9D	Landscape, Lighting and Walks	\$25,000	\$25,000	\$0	\$0
10	EcoAdventure Zone at the Lake				
10A	Adventure Zone Activity areas	\$88,000	\$88,000	\$0	\$88,000
11	Grand Pavilion and Great Lawn Activity Area				
11A	Pavillion Structure	\$400,000	\$0	\$0	\$400,000
11B	Community Playground	\$175,000	\$0	\$0	\$175,000
11C	Landscape, Lighting and Walks	\$15,000	\$0	\$0	\$15,000
12	Multi-Use Trail System Throughout Park				
12A	Perimeter Trail System	\$316,800	\$237,600	\$0	\$79,200
13	Disc Golf Course				
13A	Disc Golf Course and Equipment	\$10,000	\$10,000	\$0	\$0
Subtotal Construction Costs		\$16,987,102	\$12,593,897	\$0	\$4,393,205
Contingency (15%)		\$2,548,065	\$1,889,085	\$0	\$658,981
Total Projected Costs		\$19,535,167	\$14,482,982	\$0	\$5,052,186



Regular Board of Commissioners

Item #: 8.

Date: 03/21/2011

Sales Tax March 2011

Submitted By: Donna Mayo
Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received March 2011.

Attachments

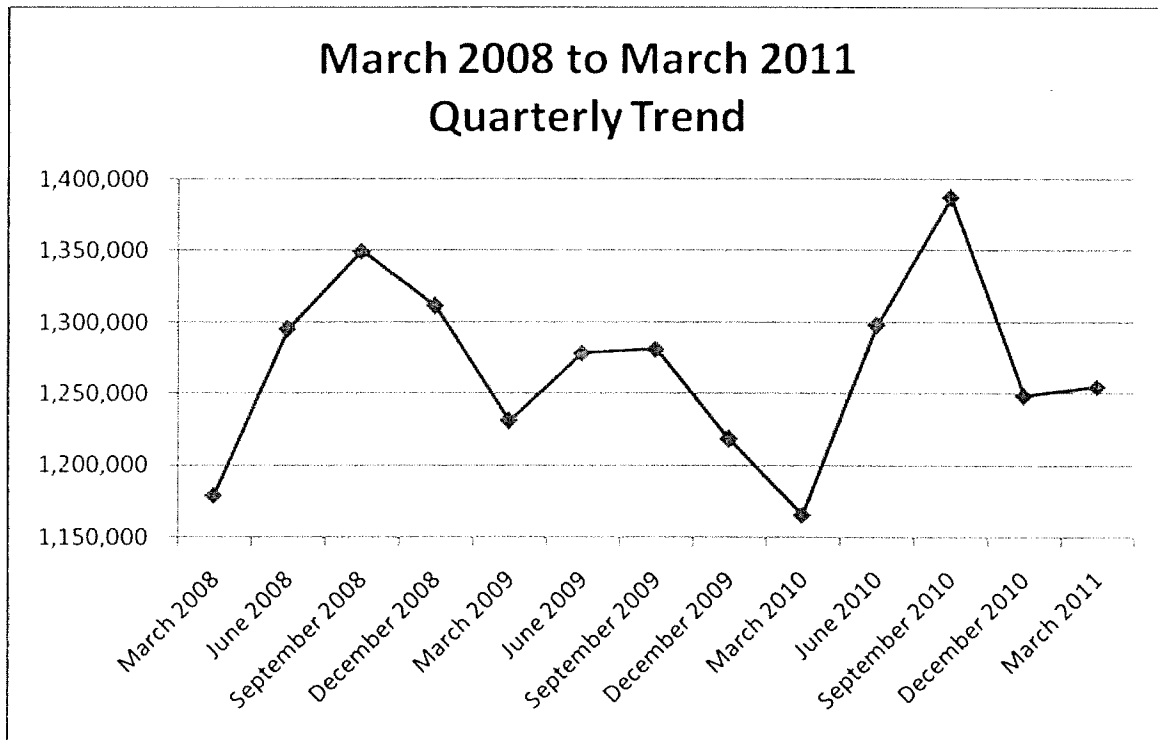
Sales Tax

City of Shawnee Memorandum

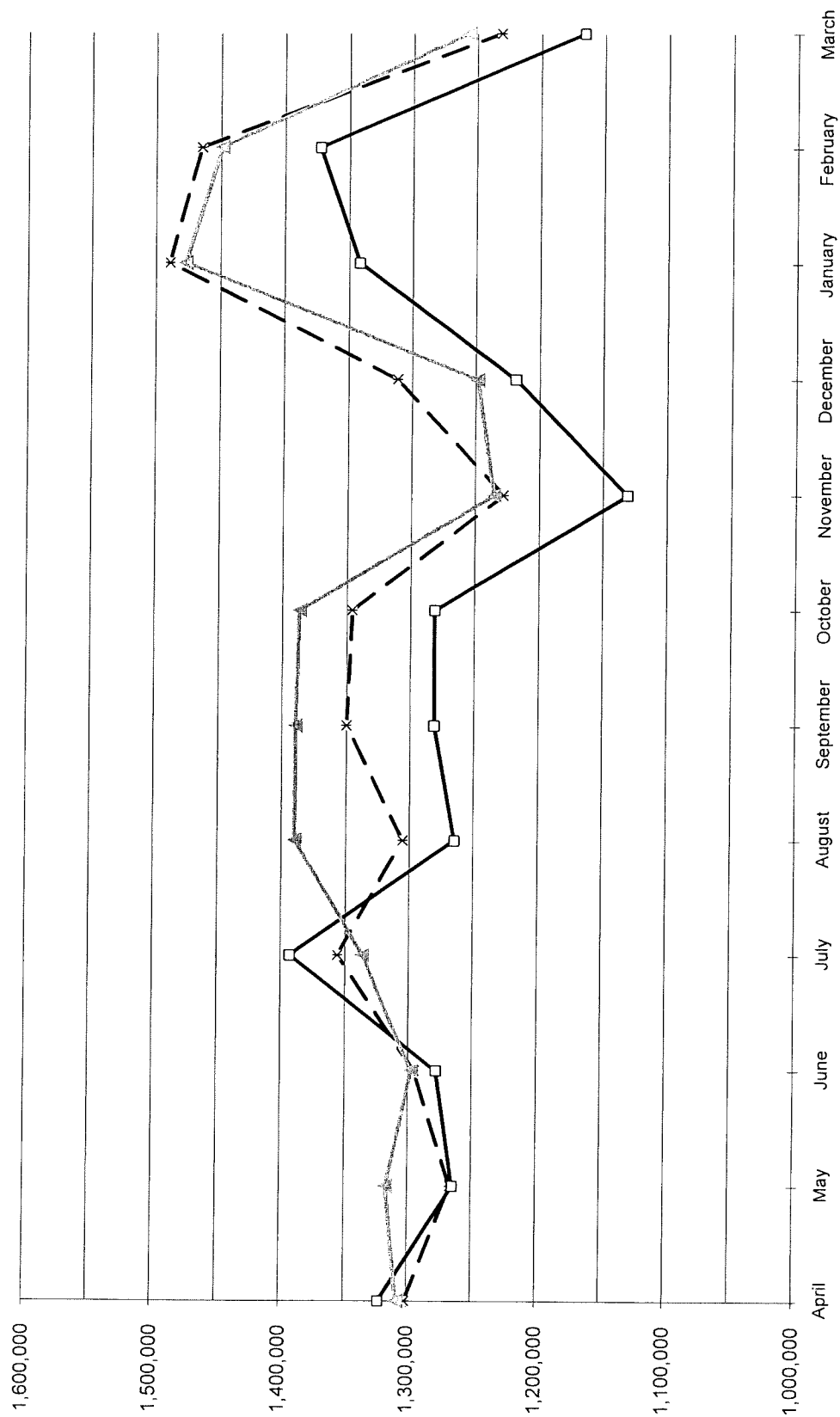
To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: Cynthia R Sementelli, Finance Director
Date: March 11, 2011
Re: City Sales Tax Report



March 2011 Sales Tax receipts were up \$90,503 or 7.76% over last year receipts. The March sales tax amount received plus interest was \$1,256,430 which is approximately \$731,602 or 6.40% above year to date budget projections. Compared to 2008 figures we are up only \$25,479 or about 2%.



CITY OF SHAWNEE
SALES TAX COLLECTIONS
April 2008 to March 2011



- x - April 2008 through March 2009
 - □ - April 2009 through March 2010
 - △ - April 2010 through March 2011

Month	April 2008 through March 2009	April 2009 through March 2010	April 2010 through March 2011	Increase (Decrease) Over Prior Year	
				Amount	Percentage
April	1,301,870	1,322,381	1,308,463	(13,918)	(1.05%)
May	1,267,104	1,265,208	1,317,167	51,959	4.11%
June	1,295,385	1,278,401	1,298,026	19,625	1.54%
July	1,355,973	1,393,065	1,336,599	(56,467)	(4.05%)
August	1,305,415	1,265,208	1,390,086	124,877	9.87%
September	1,349,769	1,281,234	1,389,702	108,468	8.47%
October	1,345,662	1,281,416	1,386,987	105,571	8.24%
November	1,227,640	1,130,651	1,235,390	104,739	9.26%
December	1,311,389	1,218,404	1,248,649	30,244	2.48%
January	1,489,243	1,341,370	1,476,824	135,453	10.10%
February	1,464,546	1,372,608	1,448,966	76,358	5.56%
March	1,230,951	1,165,927	1,256,430	90,503	7.76%
	14,713,994	14,149,947	14,836,857	686,910	4.85%

Period	Prior Year Actual	Current Year Actual	Increase (Decrease) Over Prior Year
Fiscal Year to Date	11,449,884	12,169,630	\$719,746 6.29%

Fiscal Year to Date Budget corrected to consider weighted average of monthly receipts

Period	Current Year Budget	Current Year Actual	Budget Variance Favorable (Unfavorable)
Fiscal Year to Date	11,438,028	12,169,630	\$731,602 6.40%