

AGENDA  
BOARD OF CITY COMMISSIONERS  
July 17, 2017 AT 6:30 P.M.  
COMMISSION CHAMBERS AT CITY HALL  
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
  - a. Minutes from the June 19, 2017 regular meeting.
  - b. Acknowledge the following reports and minutes:
    - License Payment Report for June 2017
    - Project Payment Report for June 2017
    - Traffic Commission Minutes from October 25, 2016 meeting.
  - c. Traffic Commission Recommendations
    - 1) Approval of October 25, 2016 Minutes  
  
STAFF RECOMMENDATION: Staff recommends approval of request.  
BOARD RECOMMENDATION: Board recommends approval of request.
    - 2) Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.  
  
STAFF RECOMMENDATIONS: Staff recommends approval of request.  
BOARD RECOMMENDATIONS: Board recommends to defer the request to the July 25, 2017 meeting.
  - d. Mayor's Appointments  
  
Airport Advisory Board  
Will Smallwood                      2nd Full Term      Expires 07/01/2020  
*Reappointment*

e. Lake Lease Renewal/Transfer:

TRANSFER:

Lot 7 Green Tract, 32005 Hornbeck Road

From: Lon and Kathryne Spencer

To: Robert and Lisa Silvy

- f. Approve renewal of the Pioneer Library System Agreement for library services, facilities, and maintenance for FY 2017-2018.
- g. Approval of a Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.
- h. Approval of an interlocal agreement between the City of Shawnee and Pottawatomie County for the paving/repair of streets and roads owned by the City.
- i. Budget Amendment – Fund 190  
*To allocate 2017-2018 Federal Award for CDBG*
- j. Acceptance of the EXPO Conference Center Flooring Project and place warranties into effect.
- k. Request Authorization to advertise for bids for the Santa Fe Parking Lot Improvements Project.
- l. Request Authorization to negotiate a contract with IMS (Infrastructure Management Services) for Pavement Management, Inspection, Condition Rating, and Reporting Services, and then bring back for City Commission consideration.

2. Citizens Participation

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

- 3. Presentation by City Manager to Employee of the Month, Sabrina Hutchinson, Building Maintenance.
- 4. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Zane Qualls.
- 5. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Daniel Murrell.
- 6. Authorize staff to purchase three (3) 2017 Ford Police Interceptor SUV's at the state bid price of \$52,000.00 each.
- 7. Consider approval of a professional services agreement with the Center for Economic Development Law to review and possibly update the City's Tax Increment Financing District.
- 8. Consider acceptance of Main Street Streetscape Project and placing maintenance bond into effect.



9. Acknowledge Sales Tax Report received July 2017.

10. City Manager Report

11. New Business

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

12. Commissioners Comments

13. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

**Regular Board of Commissioners**

**1.a.**

Meeting Date: 07/17/2017

CC Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Minutes from the June 19, 2017 regular meeting.

---

Attachments

CC Minutes

---

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
**JUNE 19, 2017 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, June 19, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley  
Mayor

Dub Bushong  
Commissioner Ward 1

Ron Gillham  
Commissioner Ward 2

James Harrod  
Commissioner Ward 3-Vice Mayor

Darren Rutherford  
Commissioner Ward 4

Absent  
Commissioner Ward 5

Ben Salter  
Commissioner Ward 6

ABSENT: Lesa Shaw

INVOCATION

Emergency Management Director Don Lynch

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the May 31, 2017 special call meeting and June 5, 2017 regular meeting.
- b. Acknowledge the following reports and minutes:
  - License Payment Report for May 2017
  - Project Payment Report for May 2017
  - Planning Commission Minutes from May 3, 2017 meeting
- c. Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Mary Clarice Brock.

d. Mayor's Appointments

Airport Advisory Board

Thomas "Bert" Humphreys      2<sup>nd</sup> Full Term      Expires 07/01/2020  
*Reappointment*

e. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 18 Belcher Tract, 33400 Post Office Neck

From: Bobbie and Patricia Slaughter

To: Janice Doerge

f. Approve renewal of the following agreements for FY 2017-2018:

- 1) Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
- 2) Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.
- 3) Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.
- 4) Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.
- 5) Gordon Cooper Technology Center (GCTC) District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
- 6) Animal shelter facility agreement with City of McLoud.
- 7) Agreement with McLoud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.
- 8) Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
- 9) Agreement with Central Oklahoma Economic Development District (COEDD) for space in the Municipal Auditorium.

- g. Approve Agreement with Shawnee Shotgun Club for use of the facilities and property located generally at the Northeast corner of Patterson Road and Hardesty Road.
- h. Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2017, through June 30, 2018.
- i. Approve Collective Bargaining Agreement with International Union of Police Associations (IUPA) Local No. 3.
- j. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2017-2018:
  - 1) Consider renewal of the contract with Visit Shawnee, Inc. for FY 2017-2018. (*Deferred from June 5, 2017 City Commission meeting*)

RECOMMENDATION: To renew contract for FY 2017-2018 to collect hotel/motel tax and to distribute 94% of such collection to Visit Shawnee, Inc.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve Consent Agenda Item Nos. 1(a-j). Motion carried 6-0.

AYE: Harrod, Bushong, Gillham, Finley, Rutherford, Salter

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Ms. Holly Gordon commented on the recent Shawnee Trail Days event in downtown Shawnee. Ms. Gordon thanked the Shawnee Police Department for their involvement with the event.

Mr. Randy Gilbert invited the Mayor, Commissioners, and city staff to the International Finals Youth Rodeo (IFYR) the evening of July 12, 2017, stating that the City of Shawnee will be honored for twenty-five years of rodeo sponsorship.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, Jason Purswell, Utilities Administration.

Jason Purswell was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4:

Discussion, consideration and possible action on Clint Latham's appeal of an Administrative Order requiring the demolition of the residential structure located at 703 South Pottenger. *(Deferred from June 5, 2017 City Commission meeting.)*

Community Development Director Justin DeBruin provided background information on the property located at 703 South Pottenger. He stated that after the first administrative hearing held in February, the owners of the property were given sixty days to submit a remodel permit. No permit was received and no one appeared at the second hearing on May 11, 2017. At that time, the building was ordered demolished. The City was subsequently informed that during the time between the first and second hearings, the owners sold the property to Mr. Clint Latham but did not inform him of the administrative hearing. Mr. DeBruin stated that staff has no objection to allowing thirty days for an acceptable permit to be submitted by Mr. Latham. If a remodel permit is not submitted within thirty days, this item will be brought before the City Commission.

Mr. Clint Latham was present and addressed the Commission. He explained his plans for the property and stated he has already started the permitting process.

A motion was made by Commissioner Gillham, seconded by Commissioner Rutherford, to approve Staff's recommendation and allow the applicant thirty days to submit an acceptable permit. Motion carried 6-0.

AYE: Gillham, Rutherford, Salter, Bushong, Harrod, Finley

NAY: None

AGENDA ITEM NO. 5:

Discussion, consideration and possible action to approve an ordinance regarding combining the City of Shawnee Beautification Committee with the Shawnee Chamber of Commerce Beautification Committee into one committee.

Director of Operations James Bryce explained that historically the Shawnee Chamber of Commerce Beautification Committee and the City of Shawnee Beautification Committee have generally operated separately but have occasionally collaborated on special projects. It is now the desire to combine the two separate committees into one larger committee. An ordinance is presented for Commission approval combining the two committees under the City of Shawnee. The Committee will consist of ten members with one City Commissioner member; members must either be residents of Shawnee, own a business or property in Shawnee, or be employed by a business in Shawnee.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve an ordinance regarding combining the City of Shawnee Beautification Committee with the Shawnee Chamber of Commerce Beautification Committee into one committee.

Ordinance No. 2606NS was introduced.

AN ORDINANCE RELATING TO THE COMPOSITION AND THE TERM OF OFFICE OF THE MEMBERS OF THE CITY OF SHAWNEE BEAUTIFICATION COMMITTEE, AMENDING SECTION 3 OF ORDINANCE 2077NS, REPLACING AND SUPERSEDING THAT PARTICULAR AMENDMENT OF THE SAME SECTION IN ORDINANCE 2323NS; AND PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER

Motion carried 6-0.

AYE: Harrod, Rutherford, Salter, Bushong, Gillham, Finley

NAY: None

Ordinance No. 2606NS was adopted by the City Commission.

AGENDA ITEM NO. 6:

Consideration of approval of a budget for Fiscal Year 2017-2018.

City Manager Justin Erickson summarized the Fiscal Year 2017-2018 budget. He noted that the budget is balanced and the City was able to fund all Strategic Plan projects earmarked for the upcoming fiscal year.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong to approve the budget for Fiscal Year 2017-2018. Motion carried 6-0.

AYE: Harrod, Bushong, Gillham, Finley, Rutherford, Salter

NAY: None

AGENDA ITEM NO. 7:

Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2017 through June 30, 2018 finding all things requisite and necessary have been done in preparation and presentation of budget.

Resolution No. 6545 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve a resolution adopting the budget for the City of Shawnee for the period of July 1, 2017 through June 30, 2018 finding all things requisite and necessary have been done in preparation and presentation of budget. Motion carried 6-0.

AYE: Harrod, Gillham, Finley, Rutherford, Salter, Bushong

NAY: None

AGENDA ITEM NO. 8:

Public hearing and consideration of an ordinance to rezone property located at the southwest corner of 45th Street and Union Avenue from A-1; Rural Agricultural to C-3; Highway Commercial District. Case No.



P04-17. Applicant: Sky Ortho/SWM & Sons, Inc.

Community Development Director Justin DeBruin explained this rezoning and responded to questions from the Commission. He noted that the Planning Commission recommended approval and that staff has no objections to the rezoning of this property.

Mayor Finley declared a public hearing in session to consider an ordinance rezoning property located at the southwest corner of 45th Street and Union Avenue from A-1; Rural Agricultural to C-3; Highway Commercial District. 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 Bushong, to approve the ordinance to rezone property located at the southwest corner of 45th Street and Union Avenue from A-1; Rural Agricultural to C-3; Highway Commercial District.

Ordinance No. 2607NS 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, TO-WIT: A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, AND BEING A PART OF ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, AS FILED OF RECORD MARCH 26, 1910 (NOW VACATED), POTTAWATOMIE COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION SIX (6); THENCE SOUTH 00°33'52" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SAID LINE ALSO BEING THE CENTERLINE OF UNION AVENUE AS SHOWN ON THE RECORDED PLAT OF ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, A DISTANCE OF 344.5 FEET; THENCE SOUTH 89°59'35" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1269.60 FEET; THENCE NORTH 01°08'37" EAST A DISTANCE OF 344.56 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING NORTH 89°59'35" EAST A DISTANCE OF 1322.78 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89°59'35" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1259.33 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Harrod, Bushong, Gillham, Finley, Rutherford, Salter

NAY: None

Ordinance No. 2607NS was adopted by the City Commission.

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 4006 North Kickapoo Street from R-1; Single Family Residential District to C-3; Highway Commercial District. Case No. P06-17. Applicant: Nelmon Brauning.

Community Development Director Justin DeBruin discussed this rezoning and answered questions from the Commission. It was noted that the Planning Commission recommended approval of this request and staff concurs.

Mayor Finley declared a public hearing in session to consider an ordinance rezoning property located at 4006 North Kickapoo Street from R-1; Single Family Residential District to C-3; Highway Commercial District. 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 Gillham, to approve the ordinance to rezone property located at 4006 North Kickapoo Street from R-1; Single Family Residential District to C-3; Highway Commercial District.

Ordinance No. 2608NS 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, TO-WIT: LOT TWO (2), IN BLOCK TWO (2), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Harrod, Gillham, Finley, Rutherford, Salter, Bushong

NAY: None

Ordinance No. 2608NS was adopted by the City Commission.

AGENDA ITEM NO. 10:

Public hearing and consideration of an ordinance to rezone with a conditional use permit for property located at 31807 Lake Road to allow for a manufactured home. Case No. P07-17. Applicant: Paige Giddens

Community Development Director Justin DeBruin explained that the applicant is requesting a conditional use permit to allow residential use of a manufactured home on lake property. Mr. DeBruin noted one protest letter has been received and was included in the agenda packet. He stated that the Planning Commission recommended approval of this request and city staff does as well. He noted that this request meets the structure requirements for a manufactured home as outlined by the United States Department of Housing and Urban Development (HUD).

Mayor Finley declared a public hearing in session to consider an ordinance to rezone with a conditional use permit for property located at 31807 Lake Road to allow for a manufactured home. Applicant Paige Giddens appeared in favor of said rezoning providing photographs of the property. She stated that the mobile home in question is a 2007 double-wide home and that all city code requirements will be met. Ms. Dana Marsh appeared stating she is neither for nor against said rezoning but that she had no objections as long as all city codes are followed. Ms. Julie Akerman, Ms. Amy Camarata, and Ms. Marlene Wilson all appeared against said rezoning. They expressed concern regarding a trend of manufactured homes being allowed on lake properties in areas where newer homes are located. They also expressed concern with property values being affected negatively by this rezoning. Ms. Wilson stated she was concerned with the age of the manufactured home. With no one else coming forward to speak regarding this rezoning, Mayor Finley closed the public hearing.

Mr. DeBruin cautioned against creating exclusionary zoning, noting that these types of structures currently exist on city lake lots. Mr. DeBruin noted that the property has to conform to city code, with concrete pads and skirting around the manufactured home. If the property is sold, it is possible to terminate the conditional use permit at that time.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve the ordinance to rezone with a conditional use permit for property located at 31807 Lake Road to allow for a manufactured home, with conditions.

Ordinance No. 2609NS 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, TO-WIT: A TRACT OF LAND BEGINNING AT A POINT 466.69 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NW/4 NE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 153 FEET; THENCE SOUTH 466.69 FEET; THENCE WEST 153 FEET; THENCE NORTH, 466.69 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO A-1; RURAL AGRICULTURAL DISTRICT WITH CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 4-2.

AYE: Harrod, Rutherford, Salter, Finley

NAY: Bushong, Gillham

Ordinance No. 2609NS was adopted by the City Commission.

AGENDA ITEM NO. 11:

Consideration of a Preliminary Plat for Dockery Addition located at 5000 North Union Avenue. Case No. S01-17. Applicant: The Landrun Group, LLC

A staff report was given by Justin DeBruin, Community Development Director.

A motion was made by Commissioner Gillham, seconded by Commissioner Bushong, to approve a Preliminary Plat for Dockery Addition located at 5000 North Union Avenue, with the following conditions:

1. Provide corrections to required items listed above.
2. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
3. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
4. All other applicable City standards apply.

Motion carried 6-0.

AYE: Gillham, Bushong, Harrod, Finley, Rutherford, Salter

NAY: None

AGENDA ITEM NO. 12:

Consideration of a Final Plat for Dockery Addition located at 5000 North Union Avenue. Case No. S02-17. Applicant: The Landrun Group, LLC

A motion was made by Commissioner Bushong, seconded by Commissioner Gillham, to approve a Final Plat for Dockery Addition located at 5000 North Union Avenue, with the following conditions:

1. Provide corrections to required items listed above.
2. Final construction documents, if required, must be approved by the City Engineer prior to construction.
3. Necessary drainage plans must be approved by the City Engineer prior construction.
4. All other applicable City standards apply.

Motion carried 6-0.

AYE: Bushong, Gillham, Harrod, Finley, Rutherford, Salter

NAY: None

AGENDA ITEM NO. 13:

Consideration of a Final Plat for Domino Plaza Addition Section I located at the northeast corner of 45th Street and Harrison Avenue. Case No. S03-17. Applicant: Shawnee Harrison, LLC

Community Development Director Justin DeBruin explained this pertains only to the south half of the fifteen acre tract. The Planning Commission recommended approval of this plat. Staff recommends approval of this item with three conditions.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve a Final Plat for Domino Plaza Addition Section I located at the northeast corner of 45th Street and Harrison Avenue, with the following conditions:

1. Final engineered drainage plan must be approved by the City Engineer prior to construction.
2. Correct one (1) drainage easement that shall be reflected as “private” on the final plat, prior to recording.
3. All other applicable City standards apply.

Motion carried 6-0.

AYE: Harrod, Gillham, Finley, Rutherford, Salter, Bushong  
NAY: None

AGENDA ITEM NO. 14: Discussion, consideration and possible action to approve an ordinance adopting and enacting a new code for the City Commission.

City Attorney Joseph Vorndran explained this ordinance and the recodification process.

A motion was made by Commissioner Gillham, seconded by Commissioner Bushong, to approve an ordinance adopting and enacting a new code for the City Commission.

Ordinance No. 2610NS was introduced.

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF SHAWNEE, OK; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; PROVIDING FOR CODIFICATION, REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 6-0.

AYE: Gillham, Bushong, Harrod, Finley, Rutherford, Salter  
NAY: None

Ordinance No. 2610NS was adopted by the City Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve emergency clause relating to Ordinance No. 2610NS. Motion carried 6-0.

AYE: Harrod, Gillham, Finley, Rutherford, Salter, Bushong  
NAY: None

AGENDA ITEM NO. 15:

Acknowledge Sales Tax Report received June 2017.

City Manager Justin Erickson stated that sales tax is showing a strong finish to the fiscal year and overall is trending in the right direction. He reported that June sales tax collected this month was \$1,556,869.00, which is up 8.31% or \$119,457.00 from June of 2016.

AGENDA ITEM NO. 16:

City Manager Report

City Manager Justin Erickson thanked Finance Director Cindy Arnold and all department heads for their assistance with the budget process.

Mr. Erickson then gave updates on the following city issues:

- a. Website Update. Ten proposals were received; staff has narrowed it down to three firms. Interviews will be conducted in July and will be brought before the Commission at the July 17, 2017 City Commission meeting.
- b. Parks Master Plan. Staff met with the architects for the Parks Master Plan last week. Follow up meetings will be scheduled for further discussion.
- c. The MacArthur Street Sidewalk Project. This sidewalk will extend from Bryan Street to Harrison Avenue and is scheduled to go out for bids this fall.

AGENDA ITEM NO. 17:

Consider Bids:

- a. FY 16-17 Rehab Concrete Streets Project, Contract No. COS-PW-16-04 (Award) *(Deferred from June 5, 2017 City Commission meeting)*

City Manager Justin Erickson announced that the low bid was received from Big Star Services, LLC in the amount of \$474,225.00 and the second low bid was received from MTZ Construction, Inc. in the amount of \$480,250.00. After reviewing references and work history, staff could not recommend awarding the project to Big Star Services, LLC due to their lack of experience and work on road/street projects. It is staff's recommendation to award the project to MTZ Construction, Inc. of Oklahoma City, Oklahoma in the amount of \$480,250.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to award the project to MTZ Construction, Inc. in the amount of \$480,250.00. Motion carried 6-0.

AYE: Harrod, Gillham, Finley, Rutherford, Salter, Bushong

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:

Commissioners Comments

Commissioner Gillham announced that the screening for the tennis courts at the Middle School has been ordered.

Vice Mayor Harrod commented on the Shawnee Trail Days event and congratulated Save Events for Families for another successful event.

Vice Mayor Harrod said he appreciates all the work Finance Director Cindy Arnold did for the new budget.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR  
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE  
MUNICIPAL AUTHORITY (7:36 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE  
CHAIR (7:40 p.m.)

AGENDA ITEM NO. 20:

Consider an Executive Session to discuss the annual evaluation of the City Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."



A motion was made by Commissioner Gillham, seconded by Vice Mayor Harrod, to enter into Executive Session to discuss the annual evaluation of the City Manager pursuant to 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee.". Motion carried 6-0.

AYE: Gillham, Harrod, Finley, Rutherford, Salter, Bushong,  
NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 7:41 P.M.  
WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 7:51  
P.M. WITH ALL MEMBERS PRESENT.

|                            |                                                                                                                                                                                                                                                                                             |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>AGENDA ITEM NO. 21:</u> | Consider matters discussed in Executive Session regarding discussion of the annual evaluation of City Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee." |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

No action was taken.

|                            |             |
|----------------------------|-------------|
| <u>AGENDA ITEM NO. 22:</u> | Adjournment |
|----------------------------|-------------|

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:52 p.m.)

---

RICHARD FINLEY, MAYOR

ATTEST:

---

PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners****1.b.**

Meeting Date: 07/17/2017

Reports and Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

**Information**

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for June 2017
- Project Payment Report for June 2017
- Traffic Commission Minutes from October 25, 2016 meeting.

---

**Attachments**

License Pymt Rpt

Project Pymt Rpt

Traffic Comm. Minutes

---

## \*\* FEE CODE TOTALS \*\*

| FEE CODE   |  | DESCRIPTION                    |     | FEE         | PENALTY | TAX | INTEREST | TOTAL PAI |
|------------|--|--------------------------------|-----|-------------|---------|-----|----------|-----------|
| ALARM      |  | BURGLAR/FIRE ALARM LICENSE     | 7   | 175.00CR    |         |     |          | 175.00    |
| ALARMRENEW |  | BURGLAR/FIRE ALARM RENEW       | 23  | 345.00CR    |         |     |          | 345.00    |
| BOATREG    |  | BOAT REGULAR PERMIT            | 94  | 2,444.00CR  |         |     |          | 2,444.00  |
| ELEC1      |  | ELECTRICAL CONTRACTOR INITIAL  | 4   | 400.00CR    |         |     |          | 400.00    |
| ELEC2      |  | ELECTRICAL CONTRACTOR RENEW    | 10  | 750.00CR    |         |     |          | 750.00    |
| FISHANNUAL |  | FISHING ANNUAL FEE             | 30  | 450.00CR    |         |     |          | 450.00    |
| FISHDAILY  |  | FISHING DAILY FEE              | 4   | 12.00CR     |         |     |          | 12.00     |
| HUNT1      |  | DOVES/QUAIL/SQUIIREL/RABBIT    | 1   | 8.00CR      |         |     |          | 8.00      |
| LAKEINSP   |  | LAKE LEASE INSPECTION          | 4   | 300.00CR    |         |     |          | 300.00    |
| LAKELEASE  |  | LAKE LEASE                     | 13  | 5,893.90CR  |         |     |          | 5,893.90  |
| LAKEXFER   |  | LAKE LEASE TRANSFER FEE        | 3   | 1,500.00CR  |         |     |          | 1,500.00  |
| LIQR       |  | RETAIL LIQUOR OCCUPATIONAL TAX | 1   | 600.00CR    |         |     |          | 600.00    |
| MECH1      |  | MECHANICAL CONTRACTOR INTIAL   | 3   | 300.00CR    |         |     |          | 300.00    |
| MECH2      |  | MECHANICAL CONTRACTOR RENEW    | 8   | 600.00CR    |         |     |          | 600.00    |
| MIXER      |  | MIXED BEVERAGE RENEWAL         | 2   | 1,800.00CR  |         |     |          | 1,800.00  |
| PLUM1      |  | PLUMBING CONTRACTOR INITIAL    | 3   | 300.00CR    |         |     |          | 300.00    |
| PLUM2      |  | PLUMBING CONTRACTOR RENEW      | 5   | 375.00CR    |         |     |          | 375.00    |
| REFUND     |  | REFUND                         | 2   | 307.10CR    |         |     |          | 307.10    |
| RESAL      |  | RESIDENTIAL SALE               | 146 | 1,460.00CR  |         |     |          | 1,460.00  |
| SIGN       |  | SIGN HANGERS LICENSE FEE       | 1   | 75.00CR     |         |     |          | 75.00     |
| TOTAL      |  |                                |     | 18,095.00CR |         |     |          | 18,095.00 |

07/05/2017 3:31 PM  
STATUS: ALL  
SEGMENT CODES: All  
FEE CODES: All

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

PAGE: 4  
PROJECTS: THRU ZZZZZZZZZZ  
PAYMENT DATES: 6/01/2017 TO 6/30/2017  
SORTED BY: PROJECT

\*\* SEGMENT CODE TOTALS \*\*

| SEGMENT CODE | DESCRIPTION               | TOTAL PAID  |
|--------------|---------------------------|-------------|
| B1-NEW       | BUILDING CONSTRUCTION NEW | 6,428.02CR  |
| B3-REMODEL   | BUILDING CONSTRUCTION REM | 4,095.75CR  |
| B4-CARPORT   | BUILDING CARPORT          | 118.00CR    |
| B4-SHELTER   | BUILDING SHELTER          | 88.50CR     |
| B4-STORAGE   | BUILDING STORAGE SHED     | 205.00CR    |
| E3-REMODEL   | ELECTRICAL REMODEL/REPAIR | 221.00CR    |
| M3-REMODEL   | MECHANICAL REMODEL/REPAIR | 1,426.50CR  |
| P3-REMODEL   | PLUMBING REMODEL          | 514.50CR    |
| UNAPPLIED    | UNAPPLIED CREDITS         | 29.50CR     |
| X-CURBCUT    | CURBCUT/DRIVEWAY/SIDEWALK | 75.00CR     |
| X-DEMO       | DEMOLITION PERMIT         | 100.00CR    |
| X-PLATFIN    | PLAT REVIEW FINAL         | 228.00CR    |
| X-SIGN       | SIGN PERMIT               | 150.00CR    |
| Z-CONDUSE    | CONDITIONAL USE PERMIT    | 280.00CR    |
| Z-OCCUP      | OCCUPANCY PERMIT          | 200.00CR    |
| Z-REZONING   | REZONING REQUEST          | 280.00CR    |
| TOTAL        |                           | 14,439.77CR |

07/05/2017 3:31 PM  
STATUS: ALL  
SEGMENT CODES: All  
FEE CODES: All

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

PAGE: 6  
PROJECTS: THRU ZZZZZZZZZZ  
PAYMENT DATES: 6/01/2017 TO 6/30/2017  
SORTED BY: PROJECT

\*\* GENERAL LEDGER DISTRIBUTION \*\*

| FUND G/L ACCOUNT | ACCOUNT NAME                  | AMOUNT     |
|------------------|-------------------------------|------------|
| 001-2133         | UBCC FEE PAYABLE              | 304.00CR   |
| 001-4202         | BUILDING PERMITS              | 8,479.77CR |
| 001-4203         | PLUMBING PERMITS              | 1,220.00CR |
| 001-4204         | ELECTRICAL PERMITS            | 185.00CR   |
| 001-4205         | ZONING PERMITS & APPLICATIONS | 788.00CR   |
| 001-4206         | HEATING & A/C PERMITS         | 1,350.00CR |
| 001-4249         | OTHER PERMITS                 | 450.00CR   |
| 001-4822         | OTHER MISC. REVENUE           | 38.00CR    |
| 101-4249         | OTHER PERMITS                 | 125.00CR   |
| 501-4510         | WATER TAPS                    | 1,500.00CR |
| 799-1023         | BANCFIRST GENERAL             | 14,439.77  |

MINUTES  
TRAFFIC COMMISSION  
October 25, 2016 MEETING  
COMMISSION CHAMBERS ROOM AT CITY HALL

I. CALL TO ORDER

II. ROLL CALL  
MEMBERS PRESENT

Ronald Taffe - Chairman  
Wayne Ardrey- Vice Chairman  
Peggy Rider  
Paul Roberts

MEMBERS ABSENT

Rebecca Dolin

EX-OFFICIO MEMBERS

Michael Ludi, Assistant City Engineer  
Danielle Turner, Traffic Commission Secretary  
Keith Mangus, Traffic Supervisor

CITIZENS PRESENT

None

III. APPROVAL OF October 27, 2015 MINUTES

Motion was made by Rider seconded by Ardrey to **approve** the October 27, 2015 minutes.  
Motion **carried**

Roll Call: Aye: Taffe, Ardrey, Rider, Roberts  
Nay: none

**IV. APPROVAL OF 2017 CALENDAR OF MEETINGS**

Motion was made by Roberts seconded by Rider to approve the 2017 Calendar of Meetings. Motion **carried**

Roll Call: Aye: Taffe, Ardrey, Rider, Roberts  
Nay: none

**V. Discussion, consideration and possible action to accept the resignation of Traffic Commissioner Ronald Gillham.**

Motion was made by Rider seconded by Ardrey to accept the resignation of Traffic Commissioner Ronald Gillham. Motion **carried**

Roll Call: Roll Call: Aye: Taffe, Ardrey, Rider, Roberts  
Nay: none

**VI. Discussion, consideration and possible action to accept the resignation of Traffic Commissioner Darren Rutherford.**

Motion was made by Rider seconded by Ardrey to accept the resignation of Traffic Commissioner Darren Rutherford.  
Motion **carried**

Roll Call: Roll Call: Aye: Taffe, Ardrey, Rider, Roberts  
Nay: none

**VII. SWEAR IN OF REUBEN PELTIER**

**VIII. SWEAR IN OF JACK BARRETT**

**IX. CONSIDERATION OF REQUEST RECEIVED**

A. Consideration of request by Staff, to Remove the No Parking restriction on S. Beard St. from 7<sup>th</sup> St. to Main St. on the East side.

Discussion: Michael Ludi presented a power point presentation showing the location on Beard south of Main Street that before the Main St. Streetscape was used as a dual lane. A No Parking restriction was in place for this reason. Since a bump out has been placed in this location during the Streetscape Project



the street is a single lane and residents are able to park safely. Therefore, the No Parking restriction does not apply any longer and the location can have up to three additional parking spots placed if the restriction is removed.

Motion was made by Peltier seconded by Roberts to **approve** the removal of the No Parking restriction on S. Beard St. from 7<sup>th</sup> St. to Main St. on the East side. Motion **carried**

Roll Call: Roll Call: Aye: Taffe, Ardrey, Rider, Roberts Peltier, Barrett  
Nay: none

## **X. ADMINISTRATIVE REPORTS**

Main St. Streetscape is continuing with the project finish date expected to be January 2017. The streets may open before this time.

Bike routes signage is being placed. Two routes are left to place for completion of the signage

The City is working on the installation of the Centrac System. This system will give remote access to the signals from a computer that has access to the connection. This will allow monitoring of the signals, pull counts and change settings remotely. This system will also give the Traffic Department notice via cell phone of an issue with the signals automatically which will allow better response time since we would no longer have to depend on residents to call in issues. This should also cut down on 911 calls to dispatch regarding signal issues. Any issues that residents do call in for example: timing for signals could be checked and changed remotely instead of needing to send a technician out to check the issue which a high percentage of calls are false calls. Each signal will have its own modem. Firewalls and security will be addressed by the City's IT Department. The total number of signals with the Hawk systems (crosswalks) included would be fifty at this time. The fee for the software is a yearly fee. The timeline for completion is approximately four years. Most of the larger Cities have this system already deployed. This will help Shawnee get up to speed for a city our size.

## **XI. CITIZEN PARTICIPATION**

None

## **XII. BOARD MEMBERS COMMENTS**

Peggy Rider stated she received a letter from the City with regards to closing University Street. She does not know if it is coming for discussion or if a decision will be made the date is has been set for City Commission Agenda (November 21). She believes this should have been discussed on the Traffic Commission agenda before going to the City Commission with it being a traffic item. She requested for the Traffic Commission to be able to look at, discuss and give a recommendation to the City Commission before the City Commission makes a decision on closing the street.

Paul Roberts discussed what he knew of the possible closing of the street. He stated that OBU is looking to vacate the street and close the streets coming into University for safety reasons. This would limit access points to campus. OBU is considered to be a "walking campus" and there are three accessory buildings and an apartment complex that cause students to cross the street when walking on campus.



Rider stated for the residents that live in the area it would cause a lot of additional time driving around the smaller streets to get to the main streets. She also stated the students that live in the apartments if they drive to campus would have to drive out of the neighborhood to Airport drive and then down to University Street to get to campus.

Michael Ludi will speak with the City Manager about the request but cannot guarantee that the Traffic Commission will be able to place this item on the Traffic Commission Agenda.

XIII. There being no further business to come before the Traffic Commission, a motion was made by Barrett seconded by Rider recommending the meeting be adjourned. Motion **carried**.

Roll Call: Aye: Taffe, Ardrey, Rider, Roberts Peltier, Barrett  
Nay: none

Respectfully submitted,



Dani Turner, Secretary



Ronald Taffe, Chairman

**Regular Board of Commissioners**

**1.c.**

Meeting Date: 07/17/2017

Traffic Comm. Rec.

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Traffic Commission Recommendations

1) Approval of October 25, 2016 Minutes

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends approval of request.

2) Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

STAFF RECOMMENDATIONS: Staff recommends approval of request.

BOARD RECOMMENDATIONS: Board recommends to defer the request to the July 25, 2017 meeting.

---

Attachments

Traffic Comm. Rec.

---

**STAFF RECOMMENDATIONS  
TRAFFIC COMMISSION  
June 27, 2017 MEETING**

**1. APPROVAL OF OCTOBER 25, 2016 MINUTES**

STAFF RECOMMENDATION: Staff recommends approval of request

BOARD RECOMMENDATION: Board recommends approval of request

**2. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.**

STAFF RECOMMENDATION: Staff recommends approval of request

BOARD RECOMMENDATION: Board recommends to defer the request to the July 25, 2017 meeting

City of Shawnee

# Traffic Commission



**MAYOR**  
Richard Finley

**BOARD OF COMMISSIONERS**

**Ronald Taffe  
Paul Roberts  
Jack Barrett  
Reuben Peltier**

**Wayne Ardrey  
Peggy Rider  
Rebecca Dolin**

Please advise me of your attendance plans regarding this meeting at 405-878-1760 or  
email at [Danielle.turner@shawneeok.org](mailto:Danielle.turner@shawneeok.org).

## NOTICE OF MEETING

# Traffic Commission

### TYPE OF MEETING

Regular Meeting (X) Rescheduled Regular Meeting ( )  
Special Meeting ( ) Continued or Emergency Meeting ( )  
Reconvened Meeting ( )

DATE  
JUNE 27, 2017

TIME  
6:00 PM

PLACE OF MEETING  
COMMISSION CHAMBERS  
City Hall, Shawnee, OK

Name: Dani Turner  
Title: Secretary  
Address: P.O. Box 1448  
Shawnee, OK 74802-1448  
Phone: (405) 878-1760

Filed in the office of the municipal clerk at 8:06 am/pm on June 20, 2017.

Signed:   
Phyllis Loftis, City Clerk

---

### FOR CITY CLERK'S OFFICE ONLY

Date Notice released to news media: June 20, 2017  
Person filing notice: Danielle Turner  
Notice verified by: Kacie Bachhaf

Traffic Board Commissioners:

Ronald Taffe, Chairman  
Paul Roberts  
Jack Barrett

# City of Shawnee Traffic Commission



Traffic Board Commissioners:

Wayne Ardrey, Vice Chairman  
Rebecca Dolin  
Peggy Rider  
Reuben Peltier

## AGENDA

June 27, 2017 at 6:00 P.M.  
Commission Chambers, City Hall

- I. Call to Order
- II. Roll Call
- III. Approval of October 25, 2016 Minutes
- IV. Appointment of Chairman to Traffic Commission by member of Traffic Commission Board
- V. Appointment of Vice Chairman to Traffic Commission by member of Traffic Commission Board
- VI. Consideration of Requests Received
  - A. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.
- VII. Administrative Reports
- VIII. Citizen Participation
- IX. Board Members Comments
- X. Adjournment

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dani Turner".

Dani Turner  
Secretary



**STAFF RECOMMENDATIONS  
TRAFFIC COMMISSION  
June 27, 2017 MEETING**

**1. APPROVAL OF OCTOBER 25, 2016 MINUTES**

STAFF RECOMMENDATION: Staff recommends approval of request

**2. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.**

STAFF RECOMMENDATION: Staff recommends approval of request

MINUTES  
TRAFFIC COMMISSION  
October 25, 2016 MEETING  
COMMISSION CHAMBERS ROOM AT CITY HALL

I. CALL TO ORDER

II. ROLL CALL  
MEMBERS PRESENT

Ronald Taffe - Chairman  
Wayne Ardrey- Vice Chairman  
Peggy Rider  
Paul Roberts

MEMBERS ABSENT

Rebecca Dolin

EX-OFFICIO MEMBERS

Michael Ludi, Assistant City Engineer  
Danielle Turner, Traffic Commission Secretary  
Keith Mangus, Traffic Supervisor

CITIZENS PRESENT

None

III. APPROVAL OF October 27, 2015 MINUTES

Motion was made by Rider seconded by Ardrey to **approve** the October 27, 2015 minutes.  
Motion **carried**

Roll Call: Aye: Taffe, Ardrey, Rider, Roberts  
Nay: none



#### **IV. APPROVAL OF 2017 CALENDAR OF MEETINGS**

Motion was made by Roberts seconded by Rider to approve the 2017 Calendar of Meetings. Motion **carried**

Roll Call: Aye: Taffe, Ardrey, Rider, Roberts  
Nay: none

#### **V. Discussion, consideration and possible action to accept the resignation of Traffic Commissioner Ronald Gillham.**

Motion was made by Rider seconded by Ardrey to accept the resignation of Traffic Commissioner Ronald Gillham. Motion **carried**

Roll Call: Roll Call: Aye: Taffe, Ardrey, Rider, Roberts  
Nay: none

#### **VI. Discussion, consideration and possible action to accept the resignation of Traffic Commissioner Darren Rutherford.**

Motion was made by Rider seconded by Ardrey to accept the resignation of Traffic Commissioner Darren Rutherford.  
Motion **carried**

Roll Call: Roll Call: Aye: Taffe, Ardrey, Rider, Roberts  
Nay: none

#### **VII. SWEAR IN OF REUBEN PELTIER**

#### **VIII. SWEAR IN OF JACK BARRETT**

#### **IX. CONSIDERATION OF REQUEST RECEIVED**

- A. Consideration of request by Staff, to Remove the No Parking restriction on S. Beard St. from 7<sup>th</sup> St. to Main St. on the East side.

Discussion: Michael Ludi presented a power point presentation showing the location on Beard south of Main Street that before the Main St. Streetscape was used as a dual lane. A No Parking restriction was in place for this reason. Since a bump out has been placed in this location during the Streetscape Project

the street is a single lane and residents are able to park safely. Therefore, the No Parking restriction does not apply any longer and the location can have up to three additional parking spots placed if the restriction is removed.

Motion was made by Peltier seconded by Roberts to **approve** the removal of the No Parking restriction on S. Beard St. from 7<sup>th</sup> St. to Main St. on the East side. Motion **carried**

Roll Call: Roll Call: Aye: Taffe, Ardrey, Rider, Roberts Peltier, Barrett  
Nay: none

## **X. ADMINISTRATIVE REPORTS**

Main St. Streetscape is continuing with the project finish date expected to be January 2017. The streets may open before this time.

Bike routes signage is being placed. Two routes are left to place for completion of the signage

The City is working on the installation of the Centrac System. This system will give remote access to the signals from a computer that has access to the connection. This will allow monitoring of the signals, pull counts and change settings remotely. This system will also give the Traffic Department notice via cell phone of an issue with the signals automatically which will allow better response time since we would no longer have to depend on residents to call in issues. This should also cut down on 911 calls to dispatch regarding signal issues. Any issues that residents do call in for example: timing for signals could be checked and changed remotely instead of needing to send a technician out to check the issue which a high percentage of calls are false calls. Each signal will have its own modem. Firewalls and security will be addressed by the City's IT Department. The total number of signals with the Hawk systems (crosswalks) included would be fifty at this time. The fee for the software is a yearly fee. The timeline for completion is approximately four years. Most of the larger Cities have this system already deployed. This will help Shawnee get up to speed for a city our size.

## **XI. CITIZEN PARTICIPATION**

None

## **XII. BOARD MEMBERS COMMENTS**

Peggy Rider stated she received a letter from the City with regards to closing University Street. She does not know if it is coming for discussion or if a decision will be made the date is has been set for City Commission Agenda (November 21). She believes this should have been discussed on the Traffic Commission agenda before going to the City Commission with it being a traffic item. She requested for the Traffic Commission to be able to look at, discuss and give a recommendation to the City Commission before the City Commission makes a decision on closing the street.

Paul Roberts discussed what he knew of the possible closing of the street. He stated that OBU is looking to vacate the street and close the streets coming into University for safety reasons. This would limit access points to campus. OBU is considered to be a "walking campus" and there are three accessory buildings and an apartment complex that cause students to cross the street when walking on campus.

Rider stated for the residents that live in the area it would cause a lot of additional time driving around the smaller streets to get to the main streets. She also stated the students that live in the apartments if they drive to campus would have to drive out of the neighborhood to Airport drive and then down to University Street to get to campus.

Michael Ludi will speak with the City Manager about the request but cannot guarantee that the Traffic Commission will be able to place this item on the Traffic Commission Agenda.

XIII. There being no further business to come before the Traffic Commission, a motion was made by Barrett seconded by Rider recommending the meeting be adjourned. Motion **carried**.

Roll Call: Aye: Taffe, Ardrey, Rider, Roberts Peltier, Barrett  
Nay: none

Respectfully submitted,

\_\_\_\_\_  
Dani Turner, Secretary

\_\_\_\_\_  
Ronald Taffe, Chairman



## A. Consideration of Request to Remove “No Parking” Restriction on section of Beard St.





MINUTES  
TRAFFIC COMMISSION  
June 27, 2017 MEETING  
COMMISSION CHAMBERS ROOM AT CITY HALL

- I. CALL TO ORDER  
II. ROLL CALL

MEMBERS PRESENT

Ronald Taffe- Chairman  
Rebecca Dolin  
Peggy Rider  
Jack Barrett  
Reuben Peltier

MEMBERS ABSENT

Wayne Ardrey- Vice Chairman  
Paul Roberts

EX-OFFICIO MEMBERS

Michael Ludi, Assistant City Engineer  
Danielle Turner, Traffic Commission Secretary  
Keith Mangus, Traffic Supervisor

CITIZENS PRESENT

none

III. Approval of October 25, 2016 Minutes

Discussion:

Motion was made by Rider, seconded by Peltier to approve the October 25, 2016 minutes. Motion **carried**

Roll Call: Aye: Taffe, Dolin, Rider, Barrett, Peltier  
Nay: none

IV. Appointment of Chairman to Traffic Commission by member of Traffic Commission Board

Discussion:

Jack Barrett volunteered to serve as Chairman of the Traffic Commission.

Motion was made by Taffe, seconded by Rider to approve the appointment of Jack Barrett as Chairman to the Traffic Commission. Motion **carried**

Roll Call: Aye: Taffe, Dolin, Rider, Barrett, Peltier  
Nay: none

V. Appointment of Vice Chairman to Traffic Commission by member of Traffic Commission Board

Discussion:

Reuben Peltier volunteered to serve as Vice Chairman to the Traffic Commission.

Motion was made by Dolin, seconded by Rider to approve the appointment of Reuben Peltier as Vice Chairman to the Traffic Commission. Motion **carried**

Roll Call: Aye: Dolin, Rider, Barrett, Peltier  
Nay: none

VI. CONSIDERATION OF REQUEST

A. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

Discussion:

Michael Ludi stated he had been asked by Brian Winterringer that this item be deferred to the next Traffic Commission meeting so that a representative from Sonic may attend and speak. It would be up to the Board to vote or defer at the end of the discussion.

Michael Ludi presented a power point presentation showing the location on Highland at Harrison that the flexible delegators would be placed. The location consists of double yellow lines at the traffic signal located west of Harrison on Highland. There are two (2) west bound lanes and two (2) eastbound lanes with an additional turn lane eastbound totaling three (3) lanes eastbound in this specific location. The problem that is occurring as the turn lane fills and is backed up past the entrance of the new Sonic it causes traffic to wait westbound to cross the three lanes of traffic into Sonic. This is backing traffic up into the intersection and causing people to try to come through the intersection and having to stop quickly so not to hit a waiting car. This is also causing cars to drive the wrong way westbound coming out of Sonic onto Highland until they are past the cars in the lanes eastbound. Michael stated he had spoken to the business owner just down from the location. The business owner stated he sees close calls every day especially during the busy hours caused from this issue and believes adding the flexible delineator devices would be a good idea. Ludi stated he has looked at the area and the only option he has come up with is to add the flexible delineator devices. He stated that the devices would be placed on about 100 foot of the roadway on the double yellow lines. This would not be all the way to the intersection. These delineators are between 36 and 42 inches tall made of flexible tubing that would be screwed into the street. If hit by a car these delineators would fold over and pop back up. If the devices are not placed all the way to the intersection a possible issue might be that cars cut early across traffic to make it into the drive. The issue with cars turning westbound out of Sonic into oncoming traffic would most likely still be an issue. Ludi stated while watching traffic this was happening often already. Adding the devices will not eliminate all illegal activity but it should eliminate some of it. The flexible delineator devices have a life span from a few hits, 50 hits, 100 hits and so on depending on the cost of the device. Once people realize that the devices will fold and pop back up they may just run them over and then it would be a maintenance issue. The cost to cover 100 feet would be approximately \$1300.00 to



\$6000.00. No exact product has been picked out with us not having these devices anywhere in town. We would start with the cheaper option to see how it worked. Jack Barrett asked what would be the reason not to place the devices all the way to the intersection to help alleviate the issue of cars driving in the wrong lane westbound to get into the entrance from the intersection. Ludi stated the primary reason for placing these devices is to eliminate the backup in the intersection not to stop traffic from driving illegally. The devices could be placed to the intersection by just adding the additional costs and maintenance. Rebecca Dolin explained that with this being a new Sonic location the traffic is greater right now than it might be in a month or two.

B. Motion was made by Rider, seconded by Dolin to defer the Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison. Motion **carried**

Roll Call: Aye: Dolin, Rider, Barrett, Peltier  
Nay: none

## **VII. ADMINISTRATIVE REPORTS**

Michael Ludi handed out two (2) maps. The first map discussed is traffic counts at intersections around town. This map is given just so the Commission has an idea of the traffic numbers at specific intersections in Shawnee. Some of our traffic counts are taken by using counters with hoses that run across the road. The other way we get counts are from some of our new signals. These signals can be set to count cars electronically using motion. The counts on this map are daily counts. We do not have counts from previous years at each intersection. ODOT had taken traffic counts in the past and those counts are on the ODOT website. This is the first map that the City has put out. To retrieve this information from the signals the Traffic Department goes out to the intersection, downloads the information into a computer and then brings it back to the office to format and use. As we move forward with Centrac's we will be able to update the map and compare years. With Centrac's, once everything is in place, we will be able to pull this information from the office. Not all intersections count. The second map is the Centrac's phasing plan. This map shows all of the signal locations that will be set up with Centrac's. Centrac's is a management system that we will be using to control our traffic signals remotely from downtown. When we have the signals online they will be going to a central programming system where we can watch them all, get alerts and control them remotely. We have Centrac's set up in four (4) phases. We are working on software install and hardware right now for phase 1 and phase 2 hardware has been ordered. These cameras do not count the difference in bicycles and cars. They are a motion sensors that we can see through. We do not record traffic. The purpose of this system is to detect problems with signals in real time and be able to remotely fix issues that may occur. Timeline for completion of all phase's best case scenario would be about a year and a half. Phase 4 has out dated cabinets and may not be online during this time depending on budget.

**VIII. CITIZEN PARTICIPATION**

none

**IX. BOARD MEMBERS COMMENTS**

Peggy Rider welcomed Jack Barret to the Chair position and Reuben Peltier to the Vice Chair

**X. ADJOURNMENT**

There being no further business to come before the Transportation Commission, a motion was made by Rider, seconded by Dolin recommending the meeting be adjourned. Motion **carried**

Roll Call: Aye: Dolin, Rider, Barrett, Peltier  
Nay: none

Respectfully submitted,

---

Dani Turner, Secretary

---

Jack Barrett, Chairman





# TRAFFIC COMMISSION

June 27, 2017 6:00p.m.



## A. Consideration of Request to add delineators along centerline of Highland





## A. Consideration of Request to add delineators along centerline of Highland





## A. Consideration of Request to add delineators along centerline of Highland



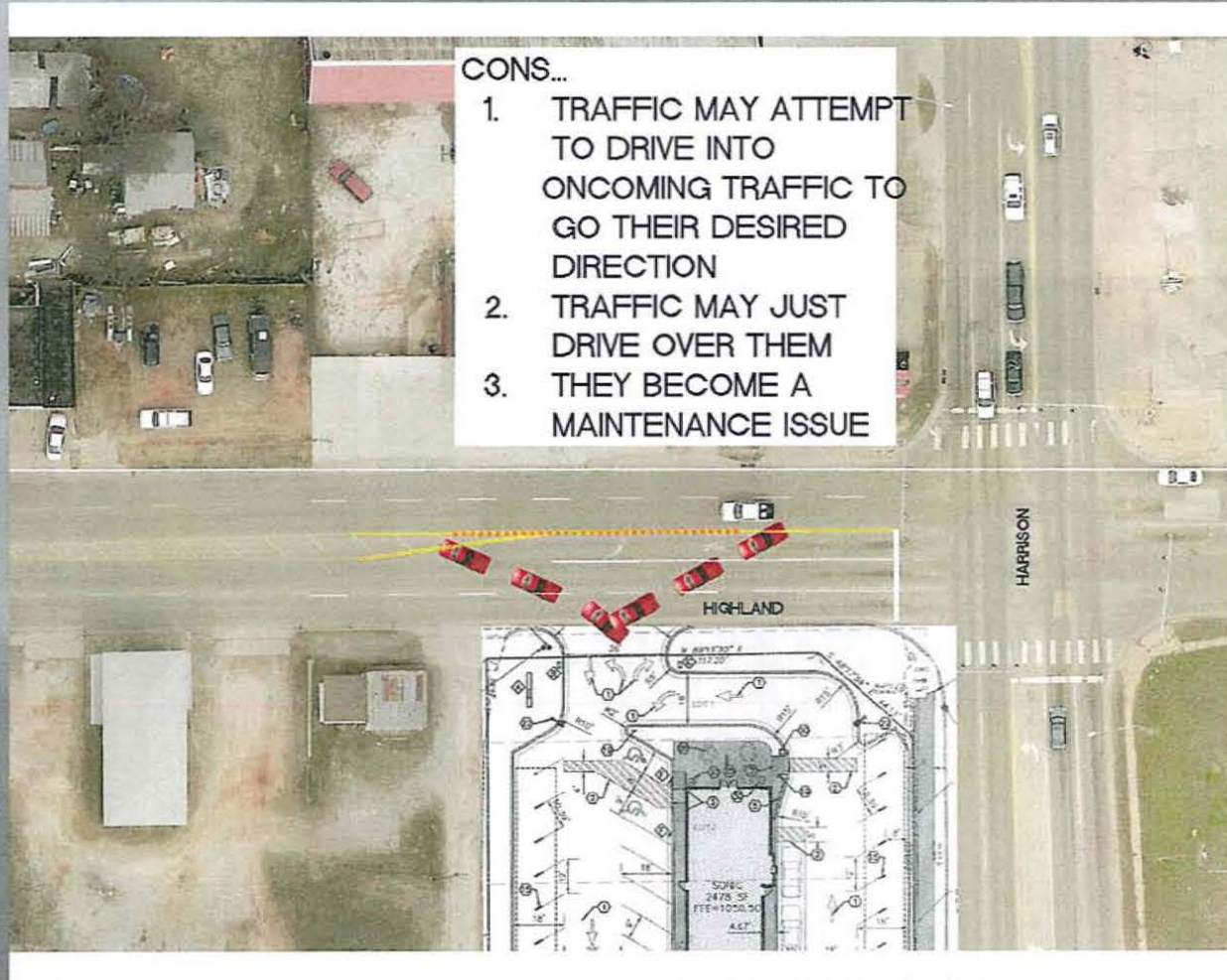


## A. Consideration of Request to add delineators along centerline of Highland





## A. Consideration of Request to add delineators along centerline of Highland







# TRAFFIC COMMISSION

June 27, 2017

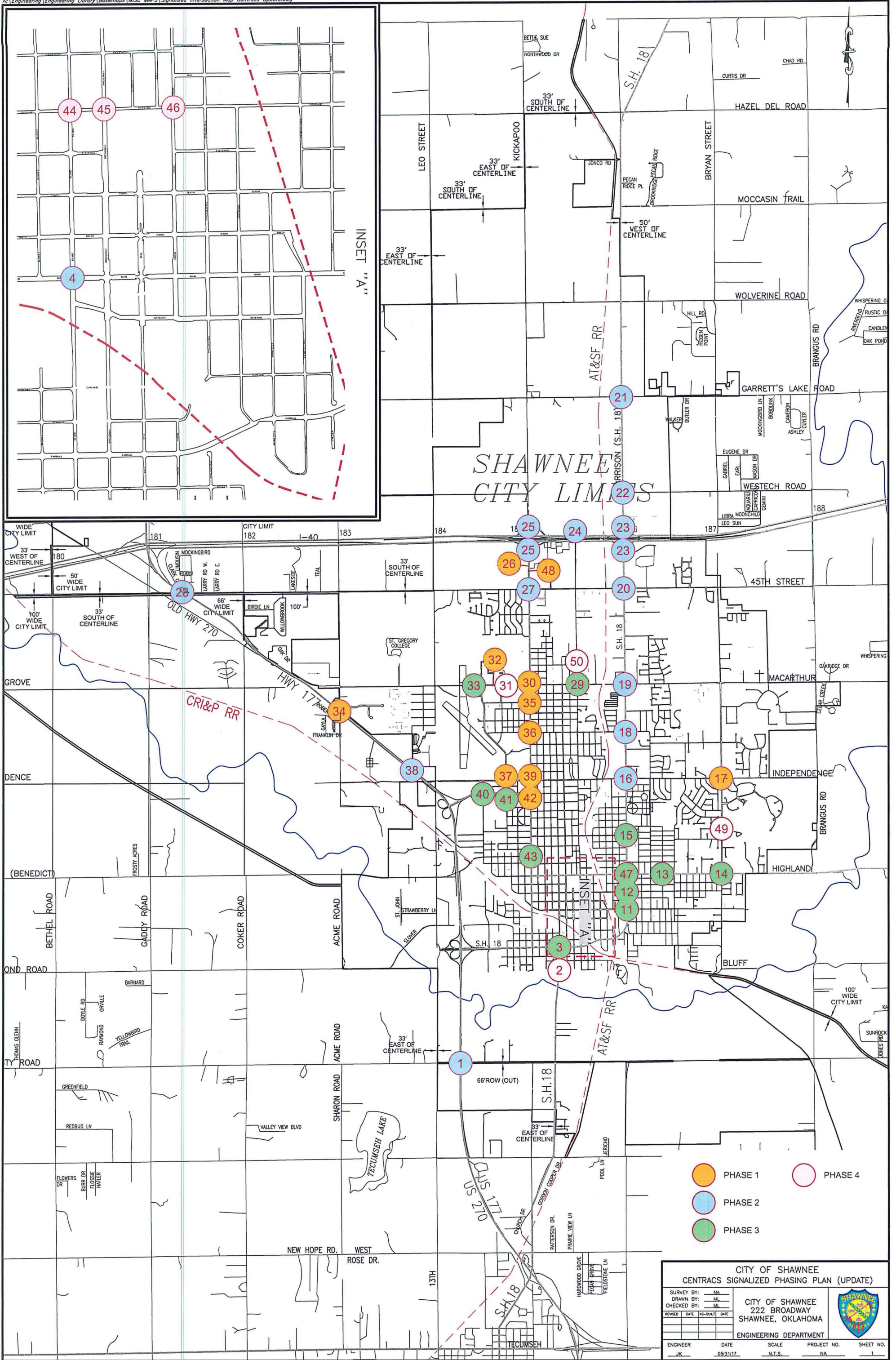


| No. | STREET        | DATE                | LOCATION                        | ADT    |
|-----|---------------|---------------------|---------------------------------|--------|
| 1   | KICKAPOO      | 11/14/16 - 11/20/16 | AT SPUR INTERSECTION            | 9,423  |
| 1   | KICKAPOO SPUR | 11/14/16 - 11/20/16 | AT KICKAPOO (EAST TRAFFIC ONLY) | 2,411  |
| 2   | KICKAPOO      | 11/14/16 - 11/20/16 | AT INDEPENDENCE INTERSECTION    | 15,239 |
| 2   | INDEPENDENCE  | 11/14/16 - 11/20/16 | AT KICKAPOO INTERSECTION        | 8,092  |
| 3   | KICKAPOO      | UNKNOWN             | AT FEDERAL INTERSECTION         | 13,452 |
| 3   | FEDERAL       | UNKNOWN             | AT KICKAPOO INTERSECTION        | 3,284  |
| 4   | KICKAPOO      | 12/12/16 - 12/18/16 | AT UNIVERSITY INTERSECTION      | 15,307 |
| 4   | UNIVERSITY    | 10/11/16 - 10/18/16 | AT KICKAPOO INTERSECTION        | 1,901  |
| 5   | KICKAPOO      | 8/8/16 - 8/14/16    | AT MACARTHUR INTERSECTION       | 16,169 |
| 5   | MACARTHUR     | 8/8/16 - 8/14/16    | AT KICKAPOO INTERSECTION        | 8,094  |
| 6   | KICKAPOO      | 11/22/16 - 11/29/16 | NORTH OF 45TH                   | 20,585 |
| 7   | KICKAPOO      | 1/23/17 - 1/29/17   | AT PLAZA INTERSECTION           | 20,653 |
| 8   | KICKAPOO      | 1/23/17 - 1/29/17   | AT COMMERCIAL INTERSECTION      | 19,667 |
| 9   | KICKAPOO      | 1/23/17 - 1/29/17   | NORTH OF KUHLBIRD               | 19,129 |
| 10  | MALL DR       | 12/08/16 - 12/15/16 | EAST OF I40 OFF RAMP            | 13,806 |
| 11  | MALL DR       | 12/08/16 - 12/15/16 | NEAR RR TRACKS                  | 11,180 |
| 12  | HARRISON      | 12/08/16 - 12/15/16 | NORTH OF 45TH                   | 19,751 |
| 13  | HARRISON      | 12/08/16 - 12/15/16 | NORTH OF MACARTHUR              | 18,756 |
| 14  | MACARTHUR     | 11/22/16 - 11/29/16 | EAST OF UNION                   | 8,377  |
| 15  | HARRISON      | 11/30/16 - 12/7/16  | NORTH OF INDEPENDENCE           | 17,287 |
| 16  | BRYAN         | 11/7/16 - 11/13/16  | AT INDEPENDENCE INTERSECTION    | 7,534  |
| 16  | INDEPENDENCE  | 11/7/16 - 11/13/16  | AT BRYAN INTERSECTION           | 2,637  |
| 17  | INDEPENDENCE  | 4/5/16 - 4/12/16    | NEAR RR TRACKS                  | 9,544  |
| 18  | INDEPENDENCE  | x                   | AT AIRPORT RD INTERSECTION      | x      |
| 18  | AIRPORT RD    | x                   | AT INDEPENDENCE INTERSECTION    | x      |
| 19  | S.H. 177      | x                   | AT ACME INTERSECTION            | x      |
| 19  | ACME          | x                   | AT S.H. 177 INTERSECTION        | x      |

## 1 TRAFFIC COUNT LOCATIONS

|                                                                                               |        |        |             |           |                                                                                       |
|-----------------------------------------------------------------------------------------------|--------|--------|-------------|-----------|---------------------------------------------------------------------------------------|
| CITY OF SHAWNEE<br>TRAFFIC COUNTS                                                             |        |        |             |           |  |
| CITY OF SHAWNEE<br>222 BROADWAY<br>SHAWNEE, OKLAHOMA                                          |        |        |             |           |                                                                                       |
| ENGINEERING DEPARTMENT                                                                        |        |        |             |           |                                                                                       |
| SURVEY BY: NA<br>DRAWN BY: JL<br>CHECKED BY: ML<br>PLOTTED: GML    SEAL:    AS-SEAL:    DATE: |        |        |             |           |                                                                                       |
| ENGINEER                                                                                      | DATE   | SCALE  | PROJECT NO. | SHEET NO. |                                                                                       |
| JLK                                                                                           | 2/9/17 | N.T.S. | NA          | 1         |                                                                                       |





| CITY OF SHAWNEE<br>CENTRACS SIGNALIZED PHASING PLAN (UPDATE) |          |                                                      |                                                                                       |
|--------------------------------------------------------------|----------|------------------------------------------------------|---------------------------------------------------------------------------------------|
| SURVEY BY:                                                   | NA       | CITY OF SHAWNEE<br>222 BROADWAY<br>SHAWNEE, OKLAHOMA |  |
| DRAWN BY:                                                    | ML       |                                                      |                                                                                       |
| CHECKED BY:                                                  | ML       |                                                      |                                                                                       |
| REVISED                                                      | DATE     | AS-BUILT                                             | DATE                                                                                  |
| ENGINEER                                                     | DATE     | SCALE                                                | PROJECT NO.                                                                           |
| JK                                                           | 05/31/17 | N.T.S.                                               | NA                                                                                    |
| SHEET NO.                                                    |          |                                                      | 1                                                                                     |

**Regular Board of Commissioners****1.d.**

Meeting Date: 07/17/2017

Mayor's Appointments

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

**Information**

Title of Item for Agenda

Mayor's Appointments

Airport Advisory Board

Will Smallwood

2<sup>nd</sup> Full Term

Expires 07/01/2020

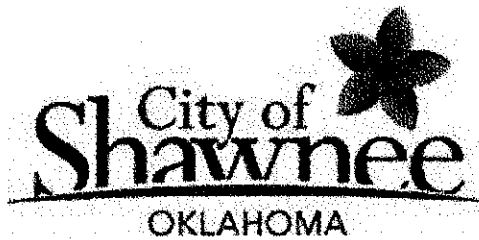
*Reappointment*

---

**Attachments**AAB App. Smallwood

---





APPLICATION TO SERVE  
Boards, Committees and Commissions

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

|                                                                   |                                                       |
|-------------------------------------------------------------------|-------------------------------------------------------|
| Name: <u>Will Smallwood</u>                                       | Application Date: <u>06/30/2017</u>                   |
| Address: <u>3000 Kensington Place Shawnee, OK 74804</u>           | Date of Birth: <u>07/10/1975</u>                      |
| Mailing Address: <u>Same as Above</u>                             |                                                       |
| Daytime Phone: <u>(405) 585-5412</u>                              | Fax: <u>N/A</u> Email: <u>will.smallwood@okbu.edu</u> |
| Profession: <u>University Administrator</u>                       |                                                       |
| Business Name: <u>Oklahoma Baptist University</u>                 |                                                       |
| Business Address: <u>500 W. University Ave. Shawnee, OK 74804</u> |                                                       |
| Business Phone: <u>same as above</u>                              | Fax: _____ Email: <u>Same as above</u>                |

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

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

If so, please list the board/committee: Airport Advisory Board

How many years have you lived in Shawnee? Seven (7)

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

|                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Airport Advisory Board<br><input type="checkbox"/> Beautification Committee<br><input type="checkbox"/> Board of Adjustment (Zoning)<br><input type="checkbox"/> Civic and Cultural Development Authority<br><input type="checkbox"/> Community Service Contracts Review Committee<br><input type="checkbox"/> Housing Authority | <input type="checkbox"/> Library Board<br><input type="checkbox"/> Oklahoma Baptist University Trust Authority<br><input type="checkbox"/> Planning Commission<br><input type="checkbox"/> Shawnee Hospital Authority<br><input type="checkbox"/> Shawnee Urban Renewal Authority<br><input type="checkbox"/> Traffic Commission<br><input type="checkbox"/> Other _____ |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

It has been a pleasure and honor to serve on the AAB for the past few years. Exciting things are taking place at the Shawnee Airport, and I am thrilled to play a small role in the growth. A desire to see the outcomes of recent planning and decisions is the driving force behind my interest in serving a second term as an AAB member.

Revised April 4, 2017

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?

Self-motivated, high-energy senior-level executive with 18 years of development, marketing, and sales experience in higher education institutions, non-profit, and private industry.

Excels in relational fundraising with superb communication skills: written, verbal, interpersonal, and public speaking. Demonstrates team and project leadership.

Valuable asset to leadership teams for strategic planning, problem solving, and creativity. Extensive experience with financial accountability, management, and reporting.

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

Blue Zones Project Steering Committee Member, January 2017-present

Oklahoma Baptist University Authority, Board Member, 2011-2015

List education, including degree(s) earned:

Bachelor of Science, Public Relations, University of Florida 1997; Master of Divinity, Theology, The Southern Baptist Theological Seminary, 2008;

Doctor of Philosophy (Ph.D.), American Religious History/Spirituality, The Southern Baptist Theological Seminary, 2015

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

Yes, Airport Advisory Board, for one (1) full term.

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

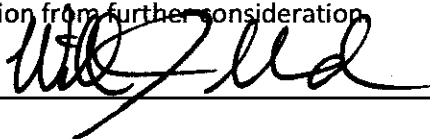
| Name                                      | Relationship                  | Telephone Number |
|-------------------------------------------|-------------------------------|------------------|
| Dr. David W. Whitlock, President, OBU     | Immediate Supervisor          | (405) 585-5800   |
| Dr. E. Todd Fisher                        | Pastor                        | (405) 273-2105   |
| Kevin Huddleston, Partner @ Finley & Cook | Chair, Airport Advisory Board | (405) 395-5083   |

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

06/30/2017

Revised April 4, 2017

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

Send completed application to:

Shawnee City Clerk  
PO Box 1448  
Shawnee OK 74802  
Phone 405-878-1605  
Fax 405-878-1581  
[llasyone@shawneeok.org](mailto:llasyone@shawneeok.org)

**Regular Board of Commissioners**

**1.e.**

Meeting Date: 07/17/2017

Lake Lease

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Lake Lease Renewal/Transfer:

**TRANSFER:**

Lot 7 Green Tract, 32005 Hornbeck Road

From: Lon and Kathyne Spencer

To: Robert and Lisa Silvy

---

Attachments

Lake Lease Silvy

---





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

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

|                                                              |                                                                                              |                            |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------|
| <b>Date</b>                                                  | 07/12/2017                                                                                   | <b>License No. #031367</b> |
| <b>Type</b>                                                  | <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer (Fee: \$1,000) |                            |
| <b>Commission Meeting Date</b>                               | July 17 <sup>th</sup> , 2017                                                                 |                            |
| <b>Property Address</b>                                      | 32005 HORNBECK ROAD                                                                          |                            |
| <b>Lake Site Location</b>                                    | LOT 7 GREEN TRACT                                                                            |                            |
| <b>Lease Dates</b>                                           | 07/12/2017 – 07/12/2047                                                                      |                            |
| <b>Lease Fee (changes annually)</b>                          | \$689.00                                                                                     |                            |
| <b>Inspection Fee</b>                                        | \$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |                            |
| <b>Lessee (Transfer To)</b>                                  |                                                                                              |                            |
| <b>Name(s)</b>                                               | ROBERT & LISA SILVY                                                                          |                            |
| <b>Address</b>                                               | SEE FILE                                                                                     |                            |
| <b>Phone</b>                                                 | SEE FILE                                                                                     |                            |
| <b>Current Lessee (Transfer From)</b> <i>(if applicable)</i> |                                                                                              |                            |
| <b>Name(s)</b>                                               | LON & KATHRYNE SPENCER                                                                       |                            |
| <b>Address</b>                                               | SEE FILE                                                                                     |                            |
| <b>Phone</b>                                                 | SEE FILE                                                                                     |                            |
| <b>Inspection Information</b>                                |                                                                                              |                            |
| <b>Inspection Required</b>                                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                          |                            |
| <b>DEQ Report on File</b>                                    | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                          |                            |
| <b>Type of Septic System</b>                                 | <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic            |                            |
| <b>Last Inspected/Pumped</b>                                 | 06/04/2013                                                                                   |                            |
| <b>Misc. Comments</b>                                        | Total Charges Paid: \$1,689.00                                                               |                            |

**PLEASE READ CAREFULLY**

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE  
LEASE# 031367**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 17<sup>th</sup>, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ROBERT SILVY  
of 14109 BRANGUS RD SHAWNEE OK 74804-3335,  
LISA SILVY  
of 14109 BRANGUS RD SHAWNEE OK 748043335,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**32005 HORNBECK RD  
LOT 7 GREEN TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").



That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that many incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.



That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.



That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

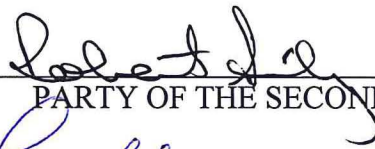
BY: \_\_\_\_\_

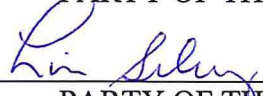
MAYOR

PARTY OF THE FIRST PART

ATTEST:

\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
PARTY OF THE SECOND PART

  
\_\_\_\_\_  
PARTY OF THE SECOND PART

**Regular Board of Commissioners**

**1.f.**

Meeting Date: 07/17/2017

Renewal of Agreements

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Approve renewal of the Pioneer Library System Agreement for library services, facilities, and maintenance for FY 2017-2018.

---

Attachments

Library Agreement

---

**AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE  
2017-2018**

This Agreement is made and entered into this 1st day of July, 2017 by and between the Pioneer Library System ("**Pioneer**") and the City of Shawnee (the "**City**") to set forth all rights and obligations of the parties with respect to the Shawnee Public Library.

**WITNESSETH**

**WHEREAS**, Pioneer is a multi-county library system organized under 65 o. S. § 4-101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

**WHEREAS**, Shawnee has been a member of the library system operated by Pioneer since April 5, 1976; and

**WHEREAS**, Shawnee is located within Pottawatomie County (the "County") and the voters of the County have approved ad valorem millage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

**WHEREAS**, the City owns real property located at 101 N. Philadelphia, Shawnee, Oklahoma, upon which the Shawnee Public Library is located; and

**WHEREAS**, Pioneer has agreed to provide all services necessary to operate the Shawnee Public Library in conformance with the standards promulgated by the Oklahoma Department of Libraries at the site owned by the City (the "**Shawnee Public Library**"); and

**WHEREAS**, the City will include estimated appropriations within its 2017-2018 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

**WHEREAS**, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services for the Shawnee Public Library.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

**A. Pioneer Library System's Obligations.** Pioneer shall:

1. Provide a collection of materials and programming services at the Shawnee Public Library to meet the information and recreational reading needs of the residents of Cleveland, McClain, and Pottawatomie Counties, including, particularly, the residents of Shawnee, Oklahoma.

2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Shawnee. Further, Pioneer's staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be



employees of Pioneer. Pioneer will, in its sole discretion, employ and hire such staff as it deems advisable for the operation of the Shawnee Public Library. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Shawnee Public Library in accordance with the applicable law of the State of Oklahoma.

3. Provide trained library staff to implement library to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.

4. Provide a collection of materials, to include but not limited to, both fiction and nonfiction and present the collection in a variety of formats, including paperback, hardback, newspapers, magazines, audio, video, on-line databases and other electronic materials and related electronic equipment and internet service, to be determined by Pioneer. The collection will include materials for customers of all ages, including children, teens, and adults.

5. Provide library services, to include but not be limited to, programming determined by library floor space, staff availability and community need.

6. Provide library services, to include but not be limited to, sharing of materials among Pioneer, the Shawnee Public Library, and the other branch libraries within the Pioneer System and libraries outside the Pioneer System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.

7. Provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer service and other library and community services.

8. Provide electronic systems for circulation and cataloguing of materials and for communication among the branch libraries and administrative staff.

9. Establish hours of operation at the Shawnee Public Library in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.

10. Pioneer shall own all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31<sup>st</sup> of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said



purposes.

12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.

13. Provide to the security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs a security guard, Pioneer shall pay for that service and pay the costs of operating the video surveillance system at no cost to the City.

14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.

15. Pioneer shall provide notice to the City of any damage to the real and personal property and/or need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.

16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

**B. The City of Shawnee's Obligations.**

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma law.

2. The City shall provide a suitable building at the Shawnee Public Library in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting, climate control and technology needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and patrons. Access to the building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time.

3. The City shall be responsible for the monthly utilities and maintenance associated with the building. Maintenance and operations consist of maintaining the interior and exterior of the building, the furnishings which are owned by the City and located inside and outside of the building, the grounds on which the building is located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone service including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Lawn/landscaping service



- e. Custodial services
- f. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- g. Electronic security system and monthly monitoring
- h. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4. The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: all-risk property insurance covering the real and personal property it owns in an amount not less than the replacement cost of the property, and on such terms as determined by the City. The City shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the premises, but will mean any act that causes damages to the premises or any part thereof and that arises out of uses of the premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6. The City reserves the right to conduct non-profit events or meetings of its choosing on the premises during each year and every year of the term hereof. The City shall consult with Pioneer as to the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the premises shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the premises. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

**C. Mutual Agreement**

The parties to this Agreement understand and agree that the Shawnee Public Library and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

**D. Use of Premises for Purpose Stated**

Pioneer covenants that during the term, the premises shall be used primarily for library and educational related purposes as stated above.



**E. Redecoration and Remodeling**

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the premises from time-to-time as it will see fit.

**F. Non-Discrimination**

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Premises so as not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, national origin, age, citizenship status, veteran status, or disability, including but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**G. Assignment**

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. No additional tenants will be allowed without modification to this Agreement.

**H. Destruction of Premises**

In the event the premises should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds, or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event the premises should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of sufficient insurance proceeds for such purposes may, in its complete discretion, build, rebuild or replace the premises.

**I. Force Majeure**

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

**J. Term**

The term of this agreement shall be July 1, 2017 through June 30, 2018, and shall be renewable annually upon the written consent of both parties.

**K. Termination for Default**

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the Agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

**L. Termination**

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

**M. Redelivery of Premises**

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the premises in good condition, with the exception of usual wear and tear.

**N. Whole Agreement and Amendments**

This written Agreement between the City and Pioneer constitutes the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

**O. Entire Agreement**

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors in interest.

**P. Non-Waiver**

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.



**Q. Severability**

If anyone or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

**R. Notices**

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Shawnee  
Attention: Justin Erickson, City Manager  
16 W. 9th St.  
Shawnee, Oklahoma 74801  
Telephone: (405) 878 1601  
Facsimile: (405) 214 4249  
Email: [jerickson@shawneeok.org](mailto:jerickson@shawneeok.org)

Pioneer: Pioneer Library System  
Attention: Lisa Wells, Executive Director  
300 Norman Center Court  
Norman, Oklahoma 73072  
Telephone: (405) 801-4500  
Facsimile: (405) 801-4516  
Email: [lwells@pioneerlibrarysystem.org](mailto:lwells@pioneerlibrarysystem.org)

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

**IN WITNESS WHEREOF**, Pioneer Library System and the City of Shawnee have executed and entered into this Agreement as of the day and year first written above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

CITY OF SHAWNEE:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

REVIEWED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY

PIONEER LIBRARY SYSTEM:

  
\_\_\_\_\_  
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

  
\_\_\_\_\_  
BOARD SECRETARY

**Regular Board of Commissioners**

**1.g.**

Meeting Date: 07/17/2017

MOU with DA

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Approval of a Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.

---

Attachments

MOU with DA

---



# **MEMORANDUM OF UNDERSTANDING**

## **STOP Violence Against Women Grant**

This Memorandum of Understanding is entered into between District Attorney's Office, 23<sup>rd</sup> Judicial District and Shawnee Police Department. The purpose of this understanding is to set forth the agreements of operations for services to victims of domestic violence and sexual assault in Shawnee, Pottawatomie County, Oklahoma, and District 23.

This MOU covers the period of January 1, 2018 to December 31, 2018. Pursuant to this agreement each party shall perform in like manner according to the requirements listed below.

Shawnee Police Department shall:

1. Have a police officer available 24 hours per day, 365 days per year as needed to assist victims with emotional, physical, and psychological recovery needs.
2. For rape victims, be available to assist with the completion of a rape kit for use as evidence in prosecutorial circumstances. The police officer will explain to the victims the steps necessary to complete the exam to prepare them for the process.
3. Make transportation available from hospitals, police offices, investigators offices, etc, to a shelter if needed or desired by the victim.
4. After initial reporting, share information freely with the prosecutorial team for the purpose of gathering evidence.
5. Act as liaison between the prosecution team and victim to assist with keeping victims informed of the progress of each individual case.
6. Be responsive to all investigative follow-up requests.

District Attorney's Office shall:

1. Make available an investigator, as needed, or requested by law enforcement, to assist with the investigative needs of each case.
2. Request assistance of a police officer for each case from Shawnee Police Department providing the victim is in agreement. This is to ensure or enhance the long-term emotional stability of the victim.
3. Appoint liaison that is properly informed, to assist keeping victims informed of the progress of their individual cases, and notified of delays or impediments to the progress of individual cases. Generally this can be accomplished through the Prosecutorial team.

4. Share information freely with Shawnee Police Department for purposes of providing the most comprehensive services to victims, encompassing conflicting information, evidence, resources, etc.
5. Coordinate with law enforcement, transportation for victims to hospitals, investigative offices, etc. for completion of prosecutorial needs.
6. Never disclose the location of a shelter.

By signing the MOU, the parties agree to uphold the terms of MOU. Any party may amend their roles and responsibilities of the MOU by the written request and mutual approval. Any party may terminate their participation in the MOU with two weeks written notice. MOU will be reviewed annually.

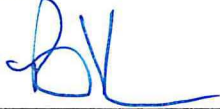
---

City Manager

ATTEST:

---

City Clerk



---

District Attorney

---

Date

**Regular Board of Commissioners**

**1.h.**

Meeting Date: 07/17/2017

Interlocal Agreement

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Approval of an interlocal agreement between the City of Shawnee and Pottawatomie County for the paving/repair of streets and roads owned by the City.

---

Attachments

Interlocal Agreemenet

---





# Board of County Commissioners

## POTTAWATOMIE COUNTY

14101 Acme Road • Shawnee, OK 74804  
(405) 273-4305 • Fax (405) 273-6207

DISTRICT 1  
Melissa Dennis

DISTRICT 2  
Randy Thomas

DISTRICT 3  
Eddie Stackhouse

*June 28, 2017*

*To Whom It May Concern:*

*As we start a new fiscal year, we are updating our inter-local agreements with all cities and schools in our county. In order for us to provide any assistance, we must have an agreement in place. We would appreciate if you would sign and return the original copy of this agreement to the Board of County Commissioners.*

*With Sincere Thanks,*

*Melissa Dennis, Commissioner District 1  
Chair, Board of County Commissioners*

## INTERLOCAL AGREEMENT

WHEREAS, the City of Shawnee (hereinafter "City"), a municipal corporation and governmental agency within the State of Oklahoma, desires to enter into this Agreement ("hereinafter" Agreement") with the Pottawatomie County Commissioners on behalf of the County of Pottawatomie, a governmental agency, (hereinafter "County"), regarding the paving/repair of street(s) and roads owned by the City (hereinafter "Streets), and in consideration of the mutual benefit of the parties and for good and valuable consideration, the parties do hereby agree as follows, to wit:

WHEREAS, the City, acting in the best interests of the community and recognizing the general community benefit from the use of the County to provide paving/repair of streets and/or roads within the City for the betterment of the City, desires to allow the County to provide paving/repair at their discretion, that serves the citizens of the County and the City.

WHEREAS, the City recognizes that it has limited funds and staff to provide these services and has determined that its available funds may be most efficiently administered by contracting for this service with the County pursuant to the Interlocal Cooperation Act, 74 O.S., section 101 *et seq.*

WHEREAS, the City recognizes that street and/or road paving and/or repair is in need and is in need of the County to provide the paving and/or repair at their discretion for the benefit of the City and for use of the County.

WHEREAS, the City shall provide the streets and/or roads and manage the streets and/or roads in accordance with the Agreement and the parties also agree that no funds or transfers in lieu of funds concerning street and/or road paving and/or repair of these streets shall accrue directly or indirectly to the benefit of any private individual.

WHEREAS, the City and County agree that the City solely responsible for all upkeep, repairs, alterations, additions, or improvements of the streets and/or roads after repairs and will hold the County harmless from any liability from same.

WHEREAS, the City and County agree that the City shall be responsible for compliance with all local zoning ordinances and other applicable state and federal mandates regarding the street and/or road paving and/or repair and will hold the County harmless from any liability from same.

(1)

WHEREAS, the City and County agree that the City shall not allow the streets/roads to be used in any manner to further assist any plan or program of an organization that discriminates in violation of any applicable state and federal anti-discrimination laws, and shall hold the County harmless from any liability from same.

WHEREAS, the City and County agree that County shall have no financial obligations and the City shall hold the County harmless from any financial liability, express or implied, arising out of the County's providing the services.

WHEREAS, the City and County agree that the County shall secure and maintain a general liability insurance policy covering single or multiple persons injured during the County's paving and/or repair process and the County shall hold the City harmless from any liability arising from such personal injuries or claims arising from the repairs. The City shall assume liability for injuries by persons that use these designated areas after the County completes the paving/repairs. The City shall assume liability for injuries by persons that use these designated streets/roads after the County completes the services.

#### **WITNESSETH:**

ARTICLE 1. Parties. THIS Agreement shall begin on date set forth at the end of this Agreement for the that street and/or road paving and/or repair in the City of Shawnee.

ARTICLE 2. State of Repair. The City agrees to maintain the streets/roads in a good state of repair, ordinary wear and tear excepted. Maintaining the Street(s) and/or Road(s) is solely and completely the responsibility of the City of Shawnee. The County is not assuming this responsibility and can withdraw the agreement to assist the City of Shawnee with street, road paving and/or repair at any time.

ARTICLE 3. Entire Agreement This Agreement represents the whole of the agreement between the parties and may not be altered or amended except in writing signed and executed by both. There are no other agreements, oral or written, precedent or contemporaneous. This Agreement shall be enforced under the laws of the State of Oklahoma.

(3)



This Agreement is entered into for good and sufficient consideration and both parties have executed the same of their own free will and for their mutual benefit and by the execution of the signatures of the duly authorized representatives of the respective parties hereto represent that the consideration is sufficient to bind them during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the  
19 day of June, 2017.

CITY OF SHAWNEE, OKLAHOMA

By \_\_\_\_\_  
Mayor

Pottawatomie County Commissioners

By M. Dennis  
Chairman

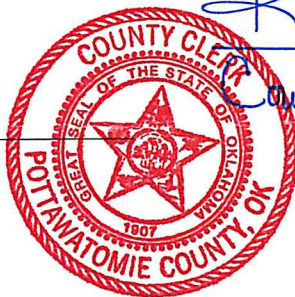
\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: Raeshel Flewallen  
County Clerk

ATTEST:

\_\_\_\_\_  
CITY CLERK



**Regular Board of Commissioners**

**1.i.**

Meeting Date: 07/17/2017

Budget Amendment

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Budget Amendment – Fund 190

*To allocate 2017-2018 Federal Award for CDBG*

---

Attachments

Budget Amendment

---

**City of Shawnee**  
**Budget Amendment - FY 2017-2018**  
**FUND 190 CDBG Entitlement Grant Fund**  
**July 17, 2017**

**Estimated Revenue or Fund Balance**

| Fund Number | Account Number | Project Code | Line Item | Description             | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|-------------|----------------|--------------|-----------|-------------------------|--------------------------|-----------------------------------------|-------------------------|
| 190         | 4101           |              |           | Federal Grant Revenue   | -                        | 279,158.00                              | 279,158.00              |
| 190         | 4830           |              |           | Program Income          | -                        | -                                       | -                       |
| 190         | 4850           |              |           | Processing Fees - Legal | -                        | -                                       | -                       |
|             |                |              |           | Total                   |                          | 279,158.00                              | 279,158.00              |

**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description                  | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|-------------|----------------|--------------|-----------|------------------------------|--------------------------|-----------------------------------------|-------------------------|
| 190         | 5.1410.5101    |              | 14105101  | Admin - Regular Salaries     | -                        | -                                       | -                       |
| 190         | 5.1410.5102    |              | 14105102  | Admin - Overtime             | -                        | 500.00                                  | 500.00                  |
| 190         | 5.1410.5103    |              | 14105103  | Admin-part-time              | -                        | 25,000.00                               | 25,000.00               |
| 190         | 5.1410.5104    |              | 14105104  | Admin - Longevity            | -                        | 406.00                                  | 406.00                  |
| 190         | 5.1410.5111    |              | 14105111  | Admin - FICA                 | -                        | 1,606.17                                | 1,606.17                |
| 190         | 5.1410.5112    |              | 14105112  | Admin - Medicare             | -                        | 387.00                                  | 387.00                  |
| 190         | 5.1410.5113    |              | 14105113  | Admin - Health Insurance     | -                        | 4,800.00                                | 4,800.00                |
| 190         | 5.1410.5114    |              | 14105114  | Admin - Life Insurance       | -                        | 96.00                                   | 96.00                   |
| 190         | 5.1410.5115    |              | 14105115  | Admin - OMRF                 | -                        | 2,206.00                                | 2,206.00                |
| 190         | 5.1410.5201    |              | 14105201  | Office & Computer Supplies   | -                        | 1,500.00                                | 1,500.00                |
| 190         | 5.1410.5220    |              | 14105220  | Tools & Minor Equipment      | -                        | 50.00                                   | 50.00                   |
| 190         | 5.1410.5250    |              | 14105250  | Other Materials & Supplies   | -                        | 500.00                                  | 500.00                  |
| 190         | 5.1410.5303    |              | 14105303  | Repair & Maintenance-Equipme | -                        | 50.00                                   | 50.00                   |
| 190         | 5.1410.5304    |              | 14105304  | Repair & Maintenance-Vehicle | -                        | 400.00                                  | 400.00                  |
| 190         | 5.1410.5310    |              | 14105310  | Legal Services               | -                        | 100.00                                  | 100.00                  |
| 190         | 5.1410.5325    |              | 14105325  | Telephone                    | -                        | 500.00                                  | 500.00                  |
| 190         | 5.1410.5328    |              | 14105328  | Copy Usage                   | -                        | 1,200.00                                | 1,200.00                |
| 190         | 5.1410.5329    |              | 14105329  | Postage & Shipping           | -                        | 1,700.00                                | 1,700.00                |
| 190         | 5.1410.5339    |              | 14105339  | Other Contractual Services   | -                        | 2,500.00                                | 2,500.00                |
| 190         | 5.1410.5349    |              | 14105349  | Books & Subscriptions        | -                        | 100.00                                  | 100.00                  |
| 190         | 5.1410.5354    |              | 14105354  | Printing                     | -                        | 1,000.00                                | 1,000.00                |
| 190         | 5.1410.5356    |              | 14105356  | Land & Building Rental       | -                        | 11,724.00                               | 11,724.00               |
| 190         | 5.1420.5101    |              | 14205101  | Rehab - Regular Salaries     | -                        | 55,000.00                               | 55,000.00               |
| 190         | 5.1420.5102    |              | 14205102  | Rehab - Overtime             | -                        | 1,500.00                                | 1,500.00                |
| 190         | 5.1420.5104    |              | 14205104  | Rehab - Longevity            | -                        | 1,404.00                                | 1,404.00                |
| 190         | 5.1420.5111    |              | 14205111  | Rehab - FICA                 | -                        | 7,430.00                                | 7,430.00                |
| 190         | 5.1420.5112    |              | 14205112  | Rehab - Medicare             | -                        | 1,737.00                                | 1,737.00                |
| 190         | 5.1420.5113    |              | 14205113  | Rehab - Health Insurance     | -                        | 8,732.00                                | 8,732.00                |
| 190         | 5.1420.5114    |              | 14205114  | Rehab - Life Insurance       | -                        | 95.00                                   | 95.00                   |
| 190         | 5.1420.5115    |              | 14205115  | Rehab - OMRF                 | -                        | 13,567.00                               | 13,567.00               |
| 190         | 5.1420.5370    |              | 14205370  | Housing Rehabilitation       | -                        | 133,367.83                              | 133,367.83              |
|             |                |              |           |                              |                          | 279,158.00                              | 279,158.00              |

Approved by the City Commission this \_\_\_\_\_

Explanation of Budget Amendment:

ALLOCATE 2017-2018 FEDERAL AWARD FOR CDBG

Approved: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_



**Regular Board of Commissioners**

**1.j.**

Meeting Date: 07/17/2017

EXPO Project

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Acceptance of the EXPO Conference Center Flooring Project and place warranties into effect.

---

Attachments

EXPO Project

---



Office of the Director of Operations

**Date:** July 6, 2017  
**To:** Mayor and Commissioners  
**From:** James Bryce, Director of Operations  
**RE: EXPO Conference Center Flooring Project**

---

**Nature of the Request:**

Acceptance of the EXPO Conference Center Flooring Project and place warranties into effect.

**Staff Analysis, Considerations:**

Contractor has completed the flooring project which included new flooring for the upstairs, downstairs, and elevator. All work has been inspected and found to be acceptable. The base bid for the project was \$115,000.00 for the main floor and \$43,000.00 for the 2<sup>nd</sup> floor totaling \$158,000.00. To date \$150,099.64 has been paid out leaving a total of \$7,900.36.

**Recommendation:**

It is Staff's recommendation to accept the EXPO Conference Center Flooring Project and authorize final payment.

**Budget Consideration:**

Account # 104 5-1310-5420 1310-01 in the amount of \$7,900.36.



## **LUXURY VINYL TILE**

### **Commercial Product Warranty**

#### **General Terms**

Milliken Luxury Vinyl Tile (LVT) products when installed in a commercial area, regardless of commercial use designation, must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

Milliken warranties cover the cost of material for the period of the warranty and reasonable labor costs only when and if a professional flooring installer was paid to install the original material. Labor will be paid according to the following schedule in Table A.

#### **Manufacturing Defect Warranty**

Milliken warrants that the Milliken Collection of Luxury Vinyl Tiles will be free from manufacturing defects for a period of 1 (one) year from the date of purchase. If such defect occurs, upon verification of the defect by Milliken, Milliken will authorize repair or replacement of the affected area of installed flooring.

#### **Wear Warranty**

Milliken warrants that the installed product will not wear through to the printed film layer for a period of time as defined in Table A herein. Wear through is defined herein that the wear layer is sufficiently depleted so that the printed film layer is damaged or affected.

The standard general terms, exclusions and limitations expressed elsewhere in this warranty document also apply.

This warranty does not include the following:

- Installed with obvious manufacturing defects.
- Products that have not been properly acclimated according to the Milliken Installation Guidelines.
- Improper installation or product not professionally installed according to currently published Milliken installation guidelines and accepted industry practices.

- Use of adhesives not supplied under the Milliken brand and / or improper trowel used during installation. Workmanship errors should be addressed to the contractor who installed the floor.
- Flooring installed in areas not intended for solid vinyl plank or tile.
- Improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, one-step cleaners or wax.
- Damaged by narrow tipped heels, burns, cigarette burns, cuts, scratches, gouges and indentations including damage from improper floor protectors and furniture rests.
- Stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats.
- Staining caused by dyes tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation.
- Problems or damage due to moisture and/or alkalinity in sub floor; discoloration or bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage.
- Installed over unstable (installed over particleboard, chip wood or pressboard) or improperly prepared sub-floors, wet/cold floor and/or radiant-heated floor in excess of 85°F.
- Different from samples or printed material in shade, color or embossing.

#### *Other limitations*

1. This warranty is not transferable.
2. Visual defects must be reported within 3 months from the date of purchase.
3. This warranty covers only properly installed and maintained floors.
4. Milliken excludes and will not pay for any consequential or incidental damages under this limited warranty.
5. Milliken will not pay for the loss of time, inconvenience or other incidental expenses.
6. Milliken reserves the right to inspect any flooring and installation deemed to be suspect to manufacturing defects.
7. Milliken reserves the right of final judgment and may refuse claims in certain instances.
8. Milliken reserves the right to modify or withdraw the warranty at any time.
9. No representative, employee, or agent of Milliken is authorized to modify or change the warranty statements made in this document.

#### **Claim Filing**

Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity. Should the claim require an inspection, you will be contacted by the independent inspector assigned to your claim for scheduling.



**Table A**

| <b>Year</b> | <b>Manufacturing Defects</b> | <b>Wear</b> | <b>Labor %</b> |
|-------------|------------------------------|-------------|----------------|
| <b>1</b>    | <b>100%</b>                  | <b>100%</b> | <b>100%</b>    |
| <b>2</b>    | <b>N/A</b>                   | <b>100%</b> | <b>100%</b>    |
| <b>3</b>    | <b>N/A</b>                   | <b>100%</b> | <b>100%</b>    |
| <b>4</b>    | <b>N/A</b>                   | <b>100%</b> | <b>75%</b>     |
| <b>5</b>    | <b>N/A</b>                   | <b>100%</b> | <b>75%</b>     |
| <b>6</b>    | <b>N/A</b>                   | <b>100%</b> | <b>75%</b>     |
| <b>7</b>    | <b>N/A</b>                   | <b>100%</b> | <b>50%</b>     |
| <b>8</b>    | <b>N/A</b>                   | <b>100%</b> | <b>50%</b>     |
| <b>9</b>    | <b>N/A</b>                   | <b>100%</b> | <b>50%</b>     |
| <b>10</b>   | <b>N/A</b>                   | <b>100%</b> | <b>50%</b>     |
| <b>11</b>   | <b>N/A</b>                   | <b>100%</b> | <b>25%</b>     |
| <b>12</b>   | <b>N/A</b>                   | <b>100%</b> | <b>25%</b>     |

# Warranties

These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to commercial modular carpet products sold by Milliken. Details about the test methods supporting these warranties are available upon request.

---

## **WARRANTIES APPLICABLE TO ALL MILLIKEN COMMERCIAL MODULAR PRODUCTS:**

(Exceptions are noted under Specialty Product Limited Warranties below.)

### **FACE FIBER WEAR**

Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight during the Lifetime of the carpet. If the carpet is installed on stairs, this warranty will be limited to five years. A claim against this warranty requires the submittal of a sample (one square yard minimum) of unused attic stock and a like-size piece of carpet from the area that is believed to be worn beyond the terms of this warranty. These samples will be submitted to an independent testing lab for verification.

### **STAINING/SOILING RESISTANCE (StainSmart®)**

Milliken warrants that carpet which is treated with StainSmart will resist staining and soiling during the Lifetime of the carpet.

### **COLOR PATTERN PERMANENCY**

Milliken warrants that the carpet will exhibit no pattern loss during the Lifetime of the carpet. If the carpet is installed on stairs this warranty will be limited to five years.

### **DELAMINATION OF BACKING**

Milliken warrants that the backing of the carpet will not delaminate during the Lifetime of the carpet.

### **EDGE RAVEL**

Milliken warrants that the carpet will exhibit no edge ravel or "zippering" during the Lifetime of the carpet.

### **TUFT BIND**

Milliken warrants that the carpet will maintain its tuft bind integrity during the Lifetime of the carpet.

### **FLOOR COMPATIBILITY**

Milliken warrants that the carpet will not cause a reactivation of old adhesives due to plasticizer migration during the Lifetime of the carpet.

### **ANTISTATIC**

Milliken warrants that the carpet will not generate static shock greater than 3.5 kilovolts during the Lifetime of the carpet.

### **ANTIMICROBIAL PROTECTION (AlphaSan®)**

Milliken warrants that the AlphaSan antimicrobial agent will remain active during the Lifetime of the carpet. AlphaSan inhibits microbial activity that can contribute to deterioration in the carpet backing.

### **FLAMMABILITY**

Milliken warrants that at the time of shipment the carpet will comply with the applicable provisions of the Federal Flammable Fabrics Act for carpet used as floor covering in commercial installations. Milliken does not represent that this or any other carpet fabric will not burn or generate smoke under actual fire conditions.

**CUSHION RESILIENCY**

Milliken warrants that the modular carpet with attached cushion will retain 90% of its cushion resilience during the Lifetime of the modular carpet.

**DIMENSIONAL STABILITY**

Milliken warrants that the modular carpet will maintain its dimensional stability during the Lifetime of the modular carpet.

**FLOOR RELEASE**

Milliken warrants that the initial installation of the modular carpet will release from the floor during the Lifetime of the modular carpet.

**MOISTURE RESISTANCE**

Milliken warrants that the modular carpet will resist moisture penetration during the Lifetime of the modular carpet. This warranty does not include moisture penetration at the seams of modular carpet.

**SPECIALTY PRODUCT LIMITED WARRANTIES:****TRACTIONBACK® MODULAR CARPET**

Milliken warrants that at the time of shipment, modular carpet with TractionBack will maintain sufficient bond strength to hold the modular carpet in place under normal foot traffic use for ten (10) years.

**ISOS MODULAR CARPET**

Milliken warrants that the 100% wool modular carpet, Isos, will lose no more than ten percent (10%) of its face fiber by weight for ten (10) years.

**ENTRY BARRIER CARPET (CLEANSWEEP)**

Milliken warrants that the CleanSweep entry barrier carpet will lose no more than ten percent (10%) of its face fiber by weight for five (5) years.

**BLEACH RESISTANCE (ColorSeal®)**

Milliken warrants that carpet treated with ColorSeal will resist color loss attributable to spills of ten percent (10%) bleach solution and other oxidizing agents during the Lifetime of the carpet.

**WARRANTY TERMS AND CONDITIONS:**

---

The following terms and conditions (the 'Warranty Terms and Conditions') apply to all warranties made by Milliken & Company ("Milliken") for commercial carpet sold by Milliken Design, Inc. These Warranty Terms and Conditions and related warranties do not apply to non-commercial installations.

The warranties provided herein are in lieu of any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. These warranties are subject to the limitations and exclusions set forth in these Warranty Terms and Conditions and in the individual warranties. These warranties only apply to carpet installed in accordance with Milliken's then current published instructions for installation and orientation (which are specific for each carpet product), installed in an indoor commercial environment and properly maintained in accordance with current, published Milliken specifications. These warranties shall not apply to carpet which has been placed in storage for extended periods, exposed to temperature extremes, or bent or deformed. Additionally, these warranties do not cover damage arising from any use that is different from the normal, intended use of carpet, including, but not limited to, (i) damage caused by chlorinated or any other solvent-based cleaning agents; (ii) damage caused by exposure to substances or

The logo for Milliken, featuring the word "Milliken" in a stylized, handwritten blue font.

contaminants which degrade or destroy color in carpet; (iii) damage caused by use of inappropriate maintenance methods or unapproved maintenance service providers, (iv) damage caused by, sharp objects and the like; (v) damage caused by the installer or the workmanship of the installer (if not installed by Milliken or Milliken Design, Inc.); and (vi) damage arising from the condition of the sub-floor (i.e. undue moisture). Milliken is not responsible for any change or modification to the carpet which might occur after it leaves Milliken's premises, including, but not limited to the presence of chemicals or materials which were not specified as components of the carpet. In no event shall Milliken be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise. Service properties such as pile shading, pile crushing, being used as a traffic lane, wear or abrasion and other similar properties are not defects and such properties are not warranted.

Warranty periods, whatever the length and wherever referenced in this document, begin at the date of the applicable invoice.

Milliken recommends and endorses the **MilliCare® Textile and Carpet Care** service network as the best way to maintain and prolong the life of Milliken Commercial Carpet.

Purchaser's exclusive remedy for any and all losses or damages resulting from defective carpet shall be the repair or replacement of the carpet in the affected area, as determined by Milliken in its sole discretion. The selected remedy shall reflect the previous usage of the carpet and may take the form of credit toward future purchases. This shall be the purchaser's sole remedy. If replacement is chosen by Milliken as the appropriate remedy, Milliken will not be responsible for additional expenses including but not limited to: (i) labor, (ii) the removal of furniture, partitions, temporary walls and the like which are located on, above, or around the carpet installation, or (iii) any ancillary fees or costs, including, but not limited to building charges for use of elevators, air conditioning, utilities, after hours access or charges for freight, shipping or handling. These additional expenses shall be borne by the purchaser. Replacement will be made with a current, comparable Milliken carpet.

Warranty coverage is limited to the original purchaser of the carpet (which includes anyone purchasing carpet through a dealer), and is not transferable. Milliken requires the original sales receipt or other documentation as proof of warranty coverage.

**"Lifetime"** is defined as the period of time that the original purchaser of the carpet chooses to keep the carpet on the floor at the original installation site. Lifetime warranties only apply to carpet invoiced after February 1, 2005. For carpet invoiced prior to February 1, 2005 the warranties then in effect apply.

#### **OBLIGATIONS OF PURCHASER-OWNER:**

1. Purchaser/Owner must submit notice of all claims under this warranty within the warranty period and comply with any other obligations under the warranty.
2. Claims must be submitted in writing and delivered to your Milliken Sales Representative:  
  

---
3. All areas in which carpet is to be replaced must be cleared of all furnishings and other items or materials that had been installed over the affected carpet at Purchaser/Owner's expense.
4. For information about your Milliken Sales Representative or for answers to questions about the warranties and/or test procedures supporting these warranties please contact Milliken at:  
**Phone number: 1-800-528-8453 (Option 2 @ prompt for Quality Assurance)**  
**E-mail: [hospitalitycontractqafax@milliken.com](mailto:hospitalitycontractqafax@milliken.com) Toll Free Fax Number: 1-866-503-6815**

#### **OBLIGATIONS OF MILLIKEN:**

Milliken will, within ten (10) business days of receipt of such written notice, designate a representative to promptly respond and arrange an inspection of the carpet.





**Regular Board of Commissioners**

**1.k.**

Meeting Date: 07/17/2017

Santa Fe Parking Lot

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

**Information**

Title of Item for Agenda

Request Authorization to advertise for bids for the Santa Fe Parking Lot Improvements Project.

---

**Attachments**

Santa Fe Parking Lot

---



## MEMORANDUM

---

July 13, 2017

TO: Justin Erickson, City Manager

FROM:

John Krywicki, P.E., City Engineer

**RE: Request Authorization to Advertise for Bids the Pott. County Museum Parking Lot Project**

### SUMMARY AND BACKGROUND

Currently, the City Engineering Department is preparing design plans for the future parking lot improvements to the new Pott County Museum, as well as to the existing Santa Fe Depot facility. The conceptual layout is attached, and has been reviewed and approved by the Museum Director. The parking lot surfacing is proposed to be actual brick pavers instead of stamped concrete. The City saved the brick pavers removed from Main Street during the Streetscape Project, and stored them at the City Street Department yard. Street Department employees, as time allows, have begun separating out of the pile(s) of brick useable ones, and are placing them on pallets.

With City Commission authorization, we will complete the design plans and advertise the project the first week in August, and have the Bid Opening scheduled for the first meeting in September.

If you have any questions or need additional information, please advise.









**Regular Board of Commissioners**

**1.I.**

Meeting Date: 07/17/2017

IMS Negotiate Contract

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Request Authorization to negotiate a contract with IMS (Infrastructure Management Services) for Pavement Management, Inspection, Condition Rating, and Reporting Services, and then bring back for City Commission consideration.

---

Attachments

IMS Negotiate Contract

---



## MEMORANDUM

July 13, 2017

TO: Justin Erickson, City Manager

FROM:  John Krywicki, P.E., City Engineer

**RE: Request Authorization to Negotiate a contract with IMS (Infrastructure Management Services) for Pavement Management, Inspection, Condition Rating, and Reporting Services.**

### SUMMARY AND BACKGROUND

The City Engineering Department has budgeted funding for engaging the services of a qualified engineering firm experienced with conducting complete Pavement Condition Surveys (PCS) of all existing city streets, and using such data generated to develop a Pavement Management System(PMS) that the City will be able to utilize for the next 5-10 years.

Staff prepared a detailed "Request for Proposals for Pavement Management, Inspection, Condition Rating, and Reporting Services" solicitation (see attached document). The solicitation was mailed to a listing of qualified firms (see attached mailing list), and the City received back five submittals. The submittals were evaluated by staff for completeness of response to the solicitation, and IMS (Infrastructure Management Services) was the consensus selection. Attached is IMS submittal detailing their qualifications, experience, and understanding of the project being proposed.

At the July 17, 2017 Commission meeting we will request authorization from the Commission to negotiate a contract for services with IMS as our first selection to our RFP solicitation, and then to bring back the Contract for Commission consideration at a later date.

If you have any questions or need additional information, please advise.



May 16, 2017

To: Respondents (Qualified and Experienced Engineering Firms)

**Re: "Request for Proposals for Pavement Management, Inspection, Condition Rating, and Reporting Services"**

The City of Shawnee is issuing a Solicitation for the **"Request for Proposals for Pavement Management, Inspection, Condition Rating, and Reporting Services" (attached)**. The City of Shawnee is seeking proposals from qualified professional engineering firms to complete a Pavement Condition Survey (PCS). The information and data developed through the PCS will be used towards developing a Pavement Management System (PMS). The City desires to develop a PMS system that is consistent and uniformly rated by a consultant specializing in this field, and according to industry standards, which will then be used to develop a comprehensive, multi-year program for street maintenance and improvements.

The City of Shawnee has a population of 31,000 and is located in Pottawatomie County approximately 35 miles east of Oklahoma City along I-40. A high percentage of the City's paved streets appear to be aged beyond their useful lives. This is due to years of deferred maintenance and a lack of a sufficient preventative maintenance program. However, a primary goal of this study is to move the City beyond opinion and provide City staff and personnel with current and accurate pavement condition ratings in order to make fully informed funding decisions related to street maintenance.

The City Engineering Department will accept written RFP's from engineering consultants due Friday, June 30, 2017 by 5:00pm. The RFP should be submitted to the attention of John M. Krywicki, P.E., City Engineer, P.O. Box 1448, Shawnee, Oklahoma 74801. Only firms with actual pavement survey evaluation, analysis and engineering experience should submit.



## SECTION 1. GENERAL INFORMATION

The City of Shawnee Engineering/Streets/Traffic Division is seeking proposals to conduct Pavement Management Analysis and Asset Management inventory for approximately 130 center lane miles of roadway within the City limits and under City of Shawnee jurisdiction. The consultant shall be skilled with various GIS applications as well as pavement and right of way asset software required to perform the work. The City of Shawnee is located in Pottawatomie County, approximately 35 miles east of Oklahoma City along I-40.

The City intends to award a contract to a consultant that will meet our evaluation criteria and has successfully performed services on similar projects in the past. The data collected shall be detailed pavement attributes and condition database that is linked to the City's existing GIS.

The City of Shawnee will contract with a qualified experienced infrastructure management company to conduct the roadway inventory as described in "Detailed Scope of Work".

## SECTION 2. PURPOSE & OBJECTIVES

The selected consultant shall perform single-pass testing for local streets and double-pass testing on collector and arterial streets. A continuous linear survey shall be performed and not a sampling of the network. All survey work shall be performed on dry pavement and in lighting conditions that assure accurate crack detection.

The consultant will be responsible for providing a quality control (QC) procedure to ensure that the pavement condition data is accurate and reproducible. The QC procedure will also verify that the data is accurately converted to a shapefile and excel format and organized in a clear concise manner.

By utilizing properly calibrated laser road surface testing equipment enhanced with digital imagery and GPS capabilities, the Consultant shall collect a full array of pavement collection data. The equipment must be capable of :

Automatically and continuously measuring pavement cracking, texture, rutting and geometrics. Equipment used for rut measurements shall be capable of measuring both wheel track ruts simultaneously.

Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes.



Collecting dual-wheel path roughness data to International Roughness Index standards.

Providing Right of Way imagery for potential Asset extraction and pavement QA/QC.

---

Providing internal GPS navigation for geo-locating pavement and right of way asset information.

Must be capable of collecting roadside attributes on the fly. Linear distance measuring to within +/-0.5%.

### **Purpose and Objectives**

Subject to further refinement, the purpose and objectives of this RFP are to"

- Collect pavement surface distress and structural condition information through automated means for all City-owned roadways. The collected data will include the following:
  1. Pavement Data Load & Supply
  2. Pavement Analysis
  3. Roadway Information
- Collect digital images of the roadways taken at 25-ft intervals. Images taken from Arterials and Collectors are two directional. Images taken from Local roads are single directional.
- Collect roadway attributes data and create shape (shp) files for roadway data for incorporation into MicroPaver software Pavement Management System the Consultant is to provide the City.
- Preserve pavement analysis data for future updates and provide output data to City as needed.
- Develop an oral presentation and maintenance plan (modules) which will be presented in a written technical memorandum.
  1. What will the City's overall average pavement condition index be if current funding levels (to be provided by the City) remains unchanged for the next five years?
  2. What funding will be necessary on an annual basis to ensure an overage overall pavement condition of 75 PCI?
  3. What funding will be necessary to maintain our current level of service?

### **SECTION 3. DETAILED SCOPE OF WORK**

**General**— The Scope of Work is intended as a guide only. The respondent is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project.

---

**Project Management**: Includes attendance at several meetings with staff to outline scope, process, expectations, staff experience and observations, to evaluate PMS software platforms, and to review progress.

**Pavement Inspection and Assessment**: An inspection of all City streets divided into block-by-block sections. All data collection and inspections must be performed by qualified and trained personnel. Information for each segment shall include, but not be limited to: roadway classification, roadway width and length, pavement type, pavement condition and pavement condition index score, recommended rehabilitation strategy and estimated cost.

**Evaluation of pavement management software**: Evaluate pavement management software (MicroPaver and Streetsaver), compare features and recommend the most appropriate software platform for the City of Shawnee. It is important that the selected software platform be able to track historical PCI scores for each segment. Consultant to load collected pavement condition ratings of City street network into the selected pavement management software.

**Development of Maintenance Program and Street Improvement Program Strategy**: This should be a multi-year program (five-year) prioritizing street improvements and maintenance programs based on the available funding levels.

**Preparation of PMS Report**: Report shall include discussion of principles and practices of pavement management, local street network conditions and findings, review of five-year street capital improvement plan, rehabilitation strategies, budget development and financial forecasts. Report shall build several financial forecast utilizing the collected pavement ratings. At a minimum, the financial forecasts should include—

- a.) **Fix All**—The Fix All budget is used to identify the upper limit of spending the City would require if there were unlimited funds.
- b.) **Do Nothing**—The Do Nothing option identifies the effect of spending no capital for the next five years.
- c.) **Steady State**—This option identifies the amount of annual funding required to maintain the street network pavement at its current rating.
- d.) **Recommended/Optimal**—This is the spending level that maintains the pavement rating in 'good' condition.



**On-Call Support:** Up to 12 months of on-call support services to maintain and update the PMS database as streets are maintained or rehabilitated, build new financial forecasts, or otherwise utilizes the selected pavement management software.

## **TASK 1: Pavement Performance Analysis**

Data collection and loading on all City owned streets. Link all roadway segments to their associated GIS segment and MicroPaver software system (latest version).

### **Task 1A: Pavement Asset Data Collection:**

The following roadway information shall be collected. All data shall be provided in Microsoft Excel (.xls or .xlsx) format and shapefile format. The collected roadway information data includes the following:

- Area/Subdivision/Facility
- Street Name
- Function Class
- Average Daily Traffic (if available)
- Endpoint 1, Endpoint 2, and Segment ID (assigned by consultant/vendor)
- Drainage type (curb/paved shoulder, unpaved shoulder, no shoulder)
- Length of street
- Pavement width
- Square footage of asphalt or concrete per segment/street
- Street centerlines, pavement edges, pavement type and age data in shp file format
- Last known construction date
- Owner jurisdiction
- GPS, cross-fall, radius of curvature, and grade: 2-pass test on arterials and collector; single-pass on local streets.

### **Task 1B: Roadway Network Database Review (Completeness/Gap Analysis)**

Selected consultant will conduct a complete diagnostic of the roadway network, and develop a fully functional MicroPaver Pavement Management System for the City to use:

- Basic inventory information, (i.e. Functional Class, lengths, areas, surface type, etc.)
- Historical condition information, if any
- Status of survey history, if any
- Construction and maintenance history
- Review of maintenance and rehabilitation treatments and unit cost

**Task 1C: Pavement Performance Information**

The City's goal is develop a modified Pavement Condition Index (PCI) for each respective pavement asset (i.e. defined street segment). Weighted modified PCI values for corresponding street inventory classification (i.e. Arterial, Collector, Residential, etc.) shall also be provided. At a minimum the following pavement performance information shall be collected:

***Asphalt Concrete Rating System***

- Corrugation & Shoving (measured in % square feet and severity level)
- Weathering & Raveling (measured in % square feet and severity level)
- Flushing & Bleeding (measured in % square feet no degree of severity)
- Deformation & Distortion (measured in % square feet and profile deviation)
- Edge Cracking (measured in linear length and width of crack)
- Rutting (measured in inches)—Reported by three threshold values and extent of rut depth. Visual or manual estimation of rutting may be acceptable using a four foot straight edge, however visual determination without actual measurements are unacceptable. Automated measurements using a minimum of seven (7) sensors for rut depth determination preferred.
- Alligator (Fatigue) Cracking (measured in % square feet and crack width)
- Block/Map Cracking (measured in linear feet and crack width)
- Transverse Cracking (measured in linear feet and crack width)- Reported by three width categories and density of cracks however, visual or manual estimation of transverse cracking without actual measurements is unacceptable. Automated measurements using a minimum of four (4) sensors for the collection of transverse crack information is preferred.
- Longitudinal Cracking (measured in linear feet and crack width)
- Joint Faulting (measure in inches), (count of positive faulting), (count of negative faulting)
- Patching (measured in % square feet) (count)
- Potholes (count/area and width" depth")
- GPS Coordinates (longitude, latitude, and elevation)
- International Roughness Index (IRI) (measured in inches per mile)

***Portland Cement Concrete Rating System***

- Patching (%/slab count and severity condition)
- Scaling (%/slab count and surface peeling)
- Polished Aggregate (%/slab count and appearance)
- Blow Up/Buckling (slab count and profile deviation)
- Coarse Aggregate Loss (%/slab count and pocked area)
- Popouts (%slab count and width/depth)



- Joint Sealant Loss (point/sample and exposed sealant %)
- Linear Cracking (crack/sample and crack width)
- Punchouts (%slab count and crack width)
- Joint/Corner Spalling
- Joint Faulting/Stepping (joint and sample and displacement)

Traffic Control for all field activities shall be provided by the Consultant and shall be included in the final negotiated price.

---

## **TASK 2: Budget Development, Report, & Presentation**

### **Task 2A: Data Management**

The Consultant will be required to preserve all collected data and keep for future pavement maintenance, and renewal activities.

### **Task 2B: Budget Development**

Based on all measured data, develop a criteria for prioritizing pavement maintenance, and renewal activities. Provide a 5-year forecast to plan future maintenance needs on asphalt streets using the available overlay and street maintenance annual budget, develop a work plan with input from City staff to maximize budget dollars and pavement quality.

The Consultant will also run pavement management scenarios as described below and will present the findings in the technical memorandum:

- Distresses- configure the distresses for each type of pavement surface to correlate with the distresses collected as part of the condition survey. Each distress shall include a relative weighting, identified distress type (load, nonload, environmental, etc.)
- Condition Indices- configure the surface distress index, roughness index, and structural index. The indices shall be configured for streets having and not having structural condition information.
- Deterioration Standards- configure the deterioration curves/standards for each combination of street classification and pavement surface type. The deteriorations curves/standards shall be representative of the City of Shawnee climate.
- Budgets- configure up to 5 budgets based on conversations with the City's engineering department.
- Rehabilitation Technique Prioritization- consult with City staff to develop models having different types or rehabilitation strategies (worst, first, most economic, etc.)

- Rehabilitation Techniques Costs- consult with the City staff to identify the total cost (mill, overlay, traffic control, stripping, etc.) of each rehabilitation method
  - Supersegment Definition- provide recommendations to City staff for best practices in developing practically sized supersegments to yield model results that can be acted upon.
  - A MicroPaver software access database of final configuration, setup, model, etc., shall be provided to the City of Shawnee.
- 

### **TASK 3: Technical Memorandum**

Provide a draft written report that documents the methodology for performing the assessment, presents the data collection protocols used for the assessment, summarizes the data collected, and provides recommendations for future actions. The report shall include example images, tables, graphs, and figures as necessary to provide a complete picture of the City's road quality. Once the City has reviewed the report, the Consultant will make all necessary changes and submit one bound copy and three unbound copies of the full report. In addition, all written and graphic data shall be provided in Microsoft Word format and Adobe format.

### **CONSULTANT QUALIFICATIONS**

The selected consultant must possess the ability, experience, and reputation for high quality service necessary to produce high quality and functional projects. To ensure the consultant is capable of providing an acceptable level of service to the City, the following minimum qualifications must be met:

- Consultant must have extensive experience conducting comprehensive road condition assessment on Roadway Inventory Network.
- Consultant must have knowledge of the Pavement Management Program MicroPaver.
- Consultant must be available for immediate assignments and be adequately staffed to meet project scope requirements,

The evaluation criteria to be used in selecting and ranking consultants include, but are not limited to, the following:

#### **Selection Criteria**

- Recent consultant experience in asset management with public entities **[30%]**. Organizational work assignments structure, including work elements and subelements performed by consultants.  
Staffing plan, including the names, titles, qualifications and experience of all key personnel including Associate or Principal in charge, Project Manager, Design



Engineer and sub-consultants and the assignment of personnel to individual work elements.

Management approach, including the role of the prime consultant and subconsultant, and any specific features of the management approach that requires explanation. Include a description of sub-consultant supervision.

- Capability to perform all aspects of the project as described in "Scope of Consultant Services" within 9 months of Notice to Proceed **[20%]**
- Quality of projects previously undertaken **[20%]**  
Include the title and brief description of similar projects for similar services.  
Include the name and phone numbers of an agency representative familiar with your work.
- **Proposed Fee to conduct this Pavement Management Program [ 30% ]**

## REQUEST FOR PROPOSAL REQUIREMENTS

Requests for Proposals should be organized in the following format. Proposals are limited to 40 pages maximum.

Elements listed under each part must be included in the submittal:

- A. Executive Summary—The request for Proposal shall be prefaced by an executive summary of two pages or less, which gives in brief, concise terms a summation of the submittal.
- B. Required Experience—Describe the background and experience of the primary and subconsultants. This section should be a concise document which shall include the following information.
- C. Relevant Experience of Consultant—A brief summary of the work accomplished by the Consultant in similar engagements in the US with the past ten years. The summary shall include where the work was performed and the role performed at each location by the Consultant. The summary shall also include the approach to the work and any unique problems encountered and the solutions developed.
- D. Relevant Experience of Major Sub-Consultants—It is the intention of the City of Shawnee to execute a contract with one Consultant and to hold that firm solely responsible for the execution of the entire project. It is recognized that the Consultant may desire or need the services of sub-consultants to undertake various elements and items of this project. In the event that sub-consultants are anticipated, the statement of qualifications should identify the proposed sub-consultants and the specific elements and items for which each will be responsible. For any sub-consultant anticipated to receive 20% or more of the dollar volume of the work under this contract, said sub-consultant shall provide the same relevant experience information requested with respect to the Consultant.

- E. Assigned Staff—A statement of the project manager and key personnel that would be assigned to the project by the Consultant and its sub-consultants. Include an organizational chart, a description of the interface between the parent organization and project team, job description of key positions, and resumes of the key personnel who would be performing the work. Each resume or biography must describe the person's professional capabilities, experience, education, training and work commitments. Describe any subcontracting relationships that are proposed for the project.
- 

## PROPOSED TIME SCHEDULE

The schedule for conducting this selection process is proposed as follows, subject to revision:

|                                                          |                      |
|----------------------------------------------------------|----------------------|
| Advertise Solicitation of RFP                            | May 2017             |
| Deadline for submitting questions/clarifications for RFP | June 23, 2017        |
| <b>Deadline for Submitting Proposal to City</b>          | <b>June 30, 2017</b> |
| Possible Candidate Interviews                            | July 17-21, 2017     |

## SUBMISSION REQUIREMENTS

Five (5) copies of the Proposal are to be submitted in a sealed envelop bearing the name and address of the Company, and should be clearly marked "ROADWAY NETWORK INVENTORY PROPOSAL". **Proposals are due by 5:00pm June 30, 2017**

To:

City of Shawnee Engineering Department,

Attn: John M. Krywicki, P.E.

P.O. Box 1448

Shawnee, Oklahoma 74801

## ***Questions Regarding This Request for Proposal***

Questions regarding this project shall be submitted in writing via email, and directed to John M. Krywicki, P.E. (City Engineer) at

[jkrywicki@shawneeok.org](mailto:jkrywicki@shawneeok.org)

**(405) 878-1660**



MDS Technologies, Inc

[ttriffo@mdstechnologies.com](mailto:ttriffo@mdstechnologies.com)

350 S. Northwest Highway, Suite 300

Park Ridge, IL 60068

847-238-2402

Enterprise Information Solutions

[ashaw@enterinfo.com](mailto:ashaw@enterinfo.com)

9002 Red Branch Road

Columbia, MD 21045

410-884-7888

Pathway Services

[smathison@pathwayservices.com](mailto:smathison@pathwayservices.com)

PO Box 472105

Tulsa, Oklahoma 74147

918-259-9883

Dynatest Consulting Texas

[aulloa@dynatest.com](mailto:aulloa@dynatest.com)

2217 W. Braker Lane

Austin, Texas 78758

512-521-5008

IMS

Infrastructure Management Services

[ssmith@ims-rst.com](mailto:ssmith@ims-rst.com)

1820 W. Drake Dr. Suite 108

Tempe, AZ 85283

480-839-4347

ARRB Group Inc

[info@arrbgroup.net](mailto:info@arrbgroup.net)

770 Pennsylvania Dr. suite 112

Exton, PA 19341

610-321-8300

LNV Engineering

[bhines@lnvinc.com](mailto:bhines@lnvinc.com)

102 Decker Court, STE 240

Irving, Texas 75062

972-550-9154

LJA Engineering, Inc

[cvillarreal@lja.com](mailto:cvillarreal@lja.com)

2929 Briarpark Drive, Suite 600

Houston, Texas 77042

713-953-5200

Roadway Data Services LLC

[ardisb@roadway-data.com](mailto:ardisb@roadway-data.com)

4537 Generaux Rd.

Iona, MI 48846-9727

616-902-1739

Cartegraph

[peteengstrom@cartegraph.com](mailto:peteengstrom@cartegraph.com)

Technology Park

3600 Digital Drive

Dubuque, IA 52003

800-688-2656 Ext 3351

Applied Pavement

[marketing@appliedpavement.com](mailto:marketing@appliedpavement.com)

7212 McNeil DR. #201

Austin, Texas 78729

512-222-6444

Applus +Velosi USA Houston

[Info.usa@applusvelosi.com](mailto:Info.usa@applusvelosi.com)

222 Pennbriht, suite 230

Houston, Texas 77090

281-872-3600

Transmap Corporation

[transmapinfo@gmail.com](mailto:transmapinfo@gmail.com)

3366 Riverside DR., Suite 103

Upper Arlington, OH 43221

614-481-6799

DTS

Data Transfer Solutions

[dbehnke@dtsgis.com](mailto:dbehnke@dtsgis.com)

6412 Academy Lane

Plano, Texas 75074

214-566-2857

SAM

Surveying, Aerial Mapping

[tstanley@sam.biz](mailto:tstanley@sam.biz)

3600 N.W. 138th Street, Ste 102

OKC, OK 73134

405-228-3202





**IMS Infrastructure Management Services**

Consultants | Engineers



Technical Proposal

**Shawnee, Oklahoma**

**"Request for Proposals for Pavement Management,  
Inspection, Condition Rating, and Reporting Services"**

**June 30th, 2017 - 5:00 PM**

**City of Shawnee Engineering Department  
Attn: John Krywicki, P.E.  
P.O. Box 1448  
Shawnee, Oklahoma 74801**

**IMS Office Location**

1820 W Drake Drive, Suite 104  
Tempe, AZ 85283  
(480) 839-4347 ph  
(480) 839-4348 fax

consulting  
engineering  
data collection  
software

[www.ims-rst.com](http://www.ims-rst.com)





IMS Infrastructure Management Services, LLC  
1820 W. Drake Dr. Ste 104 Tempe, AZ 85283  
Phone: (480) 839-4347 Fax: (480) 839-4348  
www.ims-rst.com

June 30<sup>th</sup>, 2017

City of Shawnee  
City of Shawnee Engineering Department  
P.O. Box 1448  
Shawnee, Oklahoma 74801  
**Attention:** John Krywicki, P.E. City Engineer

**Reference: "Request for Proposal for Pavement Management, Inspection, Condition Rating, and Reporting Services"**

Dear Evaluation Committee:

IMS Infrastructure Management Services is pleased to submit this proposal regarding the above referenced project to The City of Shawnee. With over 30 years of pavement and asset management experience, we have become international leaders in the provision of data collection methodologies and software configuration. With our sole focus on pavement and asset management services, Shawnee Staff will acquire **quality** data, exemplary **service**, and **reliability** that define our commitment. We have included our Fee Proposal in a separate, sealed envelope.

The official contact person for any questions regarding the IMS proposal is:

**Zac Thomason – National Manager of Client Services**

IMS Infrastructure Management Services, LLC  
1820 W. Drake Drive, Suite 104, Tempe, AZ 85283  
Phone: (480) 839-4347, Fax: (480) 839-4348  
Email: zthomason@ims-rst.com

We want to thank you for the opportunity to assist The City of Shawnee with its pavement management needs. Based on careful review of the project scope, we are confident that we can provide the City with the requested services in a cost effective and time efficient manner that will provide a return of substantial savings. Thank you for your time and consideration.

Regards,

**IMS Infrastructure Management Services**

A handwritten signature in black ink, appearing to read "Zac Thomason", written over a horizontal line.

Zac Thomason  
National Manager of Client Services



*Infrastructure Management and Related Services*

---

## TABLE OF CONTENTS

---

|            |                                                               |           |
|------------|---------------------------------------------------------------|-----------|
| <b>1.0</b> | <b>FIRM QUALIFICATIONS AND EXPERIENCE</b>                     | <b>1</b>  |
| 1.1        | Executive Summary                                             | 1         |
| 1.2        | Company Profile                                               | 2         |
| 1.3        | IMS Team Organization and Leadership                          | 4         |
| 1.4        | Technical Staff Qualifications                                | 5         |
| 1.5        | Project Profiles and References                               | 7         |
| <b>2.0</b> | <b>IMS APPROACH AND METHODOLOGY</b>                           | <b>9</b>  |
| 2.1        | Understanding The Scope Of This Assignment                    | 9         |
| 2.2        | Objective Pavement Distress Assessment                        | 12        |
| 2.3        | GIS Integration & Mapping                                     | 16        |
| 2.4        | Cameras & Equipment Configuration                             | 17        |
| 2.5        | Software Needs Assessment & Evaluation                        | 18        |
| 2.6        | Software Alternative - Easy Street Analysis (ESA) Spreadsheet | 20        |
| 2.7        | IMS Pavement Analysis & Multi-Year Report                     | 22        |
| 2.8        | Sub-Surface Distress Investigations                           | 26        |
| 2.9        | Optional Right-Of-Way Asset Inventories                       | 27        |
| <b>3.0</b> | <b>IMS CAPACITY FOR PERFORMANCE</b>                           | <b>28</b> |
| 3.1        | IMS Work Plan                                                 | 28        |
| 3.2        | Schedule & Capacity                                           | 31        |

---

## 1.0 FIRM QUALIFICATIONS AND EXPERIENCE

---

### 1.1 EXECUTIVE SUMMARY

IMS Infrastructure Management Services is the premier pavement management firm in Oklahoma as we have completed projects in Ada, Bixby, Broken Arrow, Guymon, Muskogee, Norman, Oklahoma County, Stillwater, and many others listed throughout this proposal. With 50 – 60 pavement management assignments completed annually, we stand second to none in our ability to establish cost effective maintenance management programs using industry standard deliverable formats such as Interactive Excel Spreadsheets, GIS geodatabases, simple to use Google Earth KML mapping files, and even 3<sup>rd</sup> party pavement management systems such as MicroPAVER, StreetSaver, Lucity, Cartegraph, and many others.

The primary objective of this project is to provide the City with the tools, skills, and information to manage their roadway network in the most cost effective manner that provides the ratepayers of the City of Shawnee with the optimal blend of level of service and annual expenditures. To accomplish this goal, IMS Infrastructure Management Services will conduct field surveys utilizing **ASTM D6433** protocols (MicroPAVER data collection protocols) that will provide a solid understanding of the status and needs of the roadway network. IMS will mobilize the Laser Road Surface Tester (RST) for the surface distress surveys network wide and a Dynaflect device for sub-grade investigations on the arterial and collector roadways. The data will then be harnessed to develop comprehensive multiple-year street rehabilitation plans that optimize pavement quality and minimize annual expenditures. The final rehabilitation plans are developed using Priority Weighting Factors that are customized to meet the evolving needs of City staff and optimized using cost benefit techniques.

While the IMS team will assess the City's existing pavement management data and evaluate other options (i.e. MicroPAVER, StreetSaver, Interactive Spreadsheets), IMS recognizes that not all Cities have the resources to run a dedicated pavement management program. As such, IMS has engineered an easy to use Interactive Excel Spreadsheet (ESA – Easy Street Analysis) that utilizes the core metrics of any good pavement management system such as industry standard performance curves, **ASTM D6433** distress protocols, custom prioritization, and cost benefit optimization. While there is no “one-size-fits-all” when it comes to pavement management programs, IMS can assist the City in the evaluation and selection of dedicated software solutions if desired.

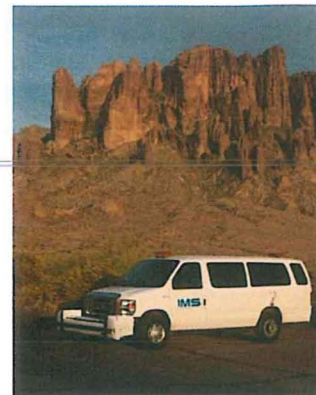
This proposal will highlight the following activities:

- The IMS team's innovative approach to objective **ASTM D6433** automated data collection.
- Delivery of quality and comprehensive results in industry standard formats such as Excel spreadsheets, Access databases, Personal Geodatabases, shape files, or even Google Earth KMZ files. The idea is to simplify pavement management, not make it needlessly complicated.
- Assess the City's existing pavement management data and evaluate potential 3<sup>rd</sup> party software candidates (MicroPAVER, StreetSaver, Lucity, etc.), including “LIVE” spreadsheet solutions.
- Develop a comprehensive 5-year pavement management plan that prioritizes City needs and optimizes the rehabilitation plan based on cost benefit techniques.



## 1.2 COMPANY PROFILE

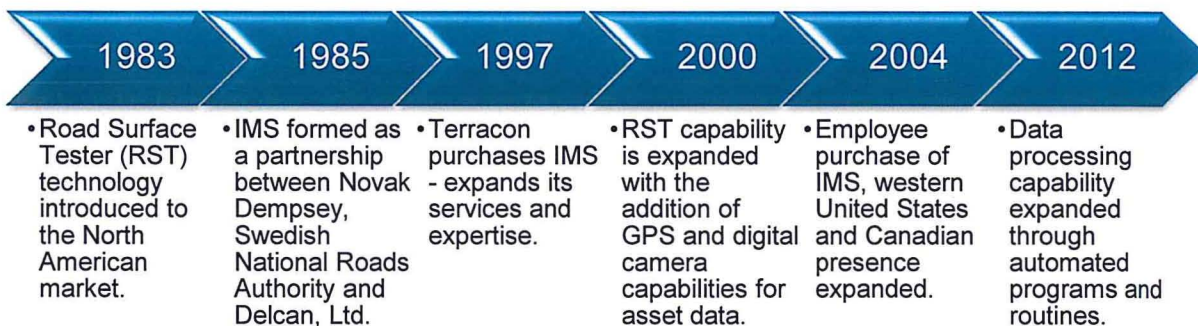
IMS Infrastructure Management Services is a pavement management-consulting firm with over 30 years of direct experience in the industry and we are the premier automated pavement management firm in the United States. As a professional engineering firm that is 100% dedicated to pavement and asset management, our ability to perform the work goes hand-in-hand with our philosophy on project ownership. Every project is assigned a team of dedicated professionals, with the core group comprised of a Project Principal, Project Engineer, and Client Services Manager. We can ensure successful project ownership because each member of the IMS team understands who is accountable for each phase of the project.



Since our inception in 1985, IMS has progressively developed new technologies together with real-world software applications to become a recognized international leader in the field of pavement and infrastructure management. Our software solutions provide the tools required to meet the complex challenges within modern urban and rural environments.

IMS completes 50 to 60 pavement and asset management projects across the U.S. annually and serves as the pavement management firm for the nearby agencies of Broken Arrow, Edmond, Ada, and Stillwater, Oklahoma; Branson, and Springfield, MO; as well as Huntsville, Beaumont, and Pearland, Texas. IMS takes pride in performing quality work for each client to build long-term partnerships. Our team is comprised of 26 employees, broken down as follows: 9 Staff Professionals, 6 Support Personnel, and 11 Technicians.

A brief history of IMS is as follows:



Since 2004, IMS has completed more than 700 pavement management assignments for government agencies and private-sector companies throughout North America. IMS achievements include:

- Certified for **ASTM D6433** data collection and participation in *ASTM sub-committee E1741* and *TRB subcommittee AFD20* on pavement monitoring and valuation.
- 500 City and county agencies plus 25 large-scale public works departments.
- Ten state agencies, DOT's, MPO's and COG's, and transportation authorities.
- Collected data for more than 15 different software platforms, ranging from our own proprietary systems, to 3<sup>rd</sup> party programs including PAVER, Lucity, Cartegraph, Cityworks, and others.
- Developed the data collection tools that set the standard for automated, objective surveys.



## IMS Equipment Inventory

In addition to providing professional engineering and software services, IMS operates an advanced, state-of-the-art fleet of data collection units. **All equipment is owned and operated by IMS.**



### 4 Laser Road Surface Testers (RST)

The RST is capable of collecting automated pavement condition data and a full suite of right-of-way asset information in a single pass. The RST incorporates lasers, distance measuring instruments, accelerometers and rate gyroscopes, high definition cameras positioned for 360 degree high-resolution video including: forward, rear, right-of-way, and side view high-definition imagery and video, and inertial navigation based GPS. The RST is equipped with 11 laser sensors; 7 specifically dedicated to rutting and 4 high speed lasers for cracking. IMS can meet ASTM, FHWA LTPP, PASER, and other standards.



### 2 Dynaflects

Dynaflects provide nondestructive, multi-sensor dynamic deflection data for pavement structure analysis. Dynaflects have a 30-year history of collecting dependable, repeatable data, and may be used on asphalt and concrete roads. Through the use of load wheels and an oscillating weight, the unit applies a nondestructive 1,000lb load to the pavement and measures the loads deflection through a series of sensors.



### 2 Sidewalk Surface Testers (SST)

The Sidewalk Surface Tester (SST) is a purpose built field data collection unit designed primarily for surveying municipal sidewalks, rights of way, and parking lots. The SST employs the NOMAD data collection software that integrates the survey inventory (GIS), field maps, GPS and field data collection into a single platform. NOMAD may be customized for virtually any type of survey ranging from sidewalks, parking lots (following **ASTM D6433**) to full sign surveys.



### Software Solutions

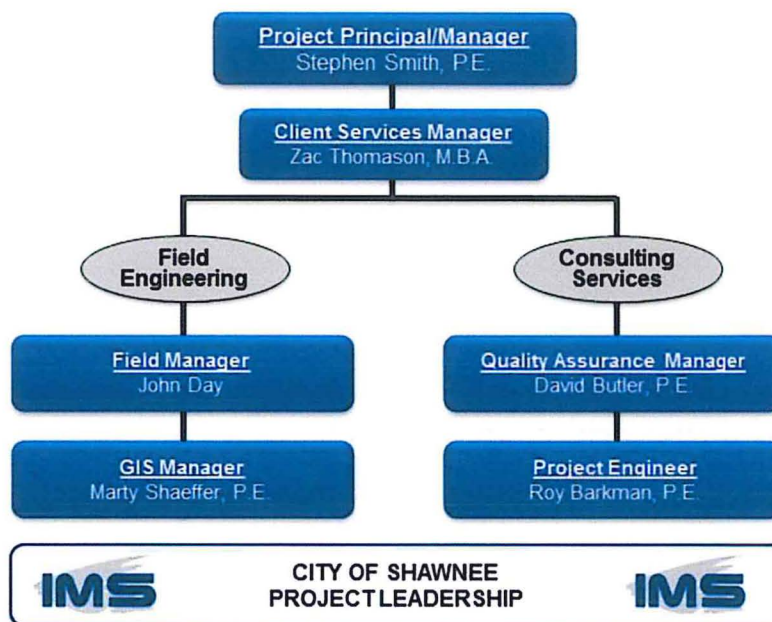
IMS has been a leader amongst professional engineering firms in the development and application of pavement and asset management software solutions. The IMS team has undergone numerous pavement management software evaluation and implementation assignments imilar to the requirements of this RFP. Our reach extends from modest public domain systems such as PAVER, enterprise software like Lucity, and complex engineered systems like Deighton.



### 1.3 IMS TEAM ORGANIZATION AND LEADERSHIP

The IMS team is built around a core group of key project members that stay with the project from inception through to delivery of the final results. It is where project ownership is assigned and decisions are assessed, implemented, and follow-up is completed. The core team, led by Stephen Smith, P.E. Principal, also includes David Butler, P.E. as the Quality Assurance Manager, and Zac Thomason, M.B.A. as the Client Services Manager. This is the same team that has led pavement management projects for our many Oklahoma and Midwest clients.

The team has been structured into two streams that follow the logical work activities and flow of the project. Each work stream is headed by a specialist in their respective field of practice. For this assignment, activities relating to the acquisition and quality of field data are undertaken and managed by David Butler. David was selected for this role due to his 250,000 miles and over 30 years of technical data management experience. John Day will coordinate the RST field program and implement the initial data processing preparations. Marty Shaeffer will manage the GIS linkage and optional activities such as asset inventories and image deliverables. Roy Barkman, P.E. and David Butler will manage the post-processing routines, pavement condition data formatting, and verification programs.



We purposefully separated the field surveys from the data management and consulting functions in order to ensure the continual flow of data from the field, through post processing, and then on to the client. We believe that the person who collects the data cannot be the same one who validates the data.

The entire team will operate under the direction of Stephen Smith, IMS Principal. Stephen was selected to lead this team for a few mission critical reasons:

- As a Principal of IMS, he will be able to bring on additional resources as necessary and react to on-going project challenges in a timely fashion. In this role, Stephen's main goal will be to ensure the City of Shawnee receives the data they contracted IMS to provide, and in exchange, IMS can receive a strong client reference.
- Stephen has over 30 years of engineering and project management experience with the past 18 years focusing on pavement and right of way data collection assignments. His experience in roadway design and construction, municipal engineering and pavement analysis puts him in a strong position to develop real world solutions and budgets.



## 1.4 TECHNICAL STAFF QUALIFICATIONS

The project roles, qualifications, and responsibilities of the key team members are highlighted and summarized below.

### Team Member

### Project Role & Experience

#### Stephen Smith, P.E.

Project Principal

##### Summary:

18 Years with IMS

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Software Implementation: Yes

P.E. in 3 States

Responsible for ensuring technical resources are available for the data collection and processing, and then directly involved with the pavement analysis and reporting. Stephen will be integral throughout the analysis and reporting phase. Stephen will also ensure that the project remains on time and that the final report is reviewed with City staff.

- *B.S. in Civil Engineering, over 30 years engineering experience.*
- *P.E. in Arizona, Delaware and P.Eng. in Alberta and Saskatchewan.*
- *17 years specializing in pavement and right of way asset management for cities and counties.*
- *In excess of 100 pavement and right of way asset management and implementation projects in the last 5 years. Most involve development of inventories, GIS integration, analysis and reporting, and asset management systems.*
- *In excess of 300,000 miles of data collection and QA/QC using automated, manual and sampling technologies.*

**Recent projects include:** Oklahoma County, Broken Arrow, Norman, Bartlesville, Ada & Edmond, OK; Branson & Creve Coeur, MO; Euless, Pearland, Huntsville, Flower Mound, Carrollton, Beaumont, Denton, Keller, Weatherford & Travis County, TX; Monterey, Lancaster, Long Beach CA; Sandy Springs, GA; Boulder County, CO; Pinal County & Scottsdale, AZ.

#### David Butler, P.E.

Sr. Engineer

Quality Assurance Manager

##### Summary:

32 Years with IMS

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Software Implementation: Yes

P.E. in 7 States

David is responsible for ensuring the prepared inventory and processed pavement condition data meets IMS's rigorous QA standards. He works closely with the Project Engineer to ensure the data meets the deliverable requirements. Should the City select to perform sub-grade data collection, he will implement the QA/QC process for the surveys.

- *B.S. in Civil Engineering, over 30 years engineering experience.*
- *Over 25 years specializing in pavement and right of way asset condition surveys, software implementation, analysis, and training.*
- *Data collection, inspection and QA/QC of well over 200,000 miles of roadways in all regions of the country.*
- *Participation in ASTM sub-committee E1741, TRB sub-committee AFD20 on pavement monitoring, valuation.*

**Recent projects include:** Oklahoma County, Edmond, Bartlesville & Broken Arrow, OK; Carrollton, Farmers Branch, & Denton, TX; Minnehaha County, SD; Kettering, Columbus, & Newark OH; Schaumburg, Evanston & Lake County, IL; Anaheim, La Mesa, & Cerritos, CA.

## Marty Shaeffer, P.E.

GIS & ROW Manager

### Summary:

12 Years with IMS

3<sup>rd</sup> Party Software: Yes

GIS: Yes

ROW Assets: Yes

Marty is a professional engineer who has spent the last 17 years dedicated to GIS technology. He is responsible for ensuring accurate linkage of the IMS data to the City's existing GIS and works closely with the Project Engineer. Marty also facilitates the processing of RST imagery and the development of image deliverables and ROW asset inventories.

- *B.S. in Civil Engineering, 27 years engineering experience.*
- *15+ years specializing in GIS mapping.*
- *P.E. in California, New Mexico, & Arizona.*
- *Registered AutoCAD Developer and member of the American Society of Civil Engineers.*

**Recent projects include:** Oklahoma County, Broken Arrow, Norman, Bartlesville, Ada & Edmond, OK; Branson & Creve Coeur, MO; Euless, Pearland, Huntsville, Flower Mound, Carrollton, Beaumont, Denton, Keller, Weatherford & Travis County, TX; Monterey, Lancaster, Long Beach CA; Sandy Springs, GA; Boulder County, CO; Pinal County & Scottsdale, AZ.

## Roy Barkman, P.E.

Project Engineer

### Summary:

6 Years with IMS

3<sup>rd</sup> Party Software: Yes

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Roy will be responsible for ensuring the facilitation of data throughout the entire project. His responsibilities begin with ensuring accurate network referencing and end with the processing of raw field data into meaningful results.

- *B.S. in Civil Engineering*
- *7+ years of municipal and private firm experience focused on asset management, roadway design, and land development*
- *P.E. in Arizona*

**Recent projects include:** Oklahoma County, Broken Arrow, Norman, Bartlesville, Ada & Edmond, OK; Branson & Creve Coeur, MO; Euless, Pearland, Huntsville, Flower Mound, Carrollton, Beaumont, Denton, Keller, Weatherford & Travis County, TX; Monterey, Lancaster, Long Beach CA; Sandy Springs, GA; Boulder County, CO; Pinal County & Scottsdale, AZ.

## Zac Thomason, M.B.A.

Client Services Manager

### Summary:

11 Years with IMS

3<sup>rd</sup> Party Software: Yes

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Zac is responsible for overall project and client management activities. He develops the project scope, schedule, team, and ensures the scope is adhered to throughout the project. Zac works very closely with the Project Principal and is considered a primary point of contact for our clients.

- *B.S. in Global Business from Arizona State University*
- *Master's in Business Administration*
- *11+ years of project management experience in the engineering industry.*
- *Has led over 150 successful pavement management assignments.*

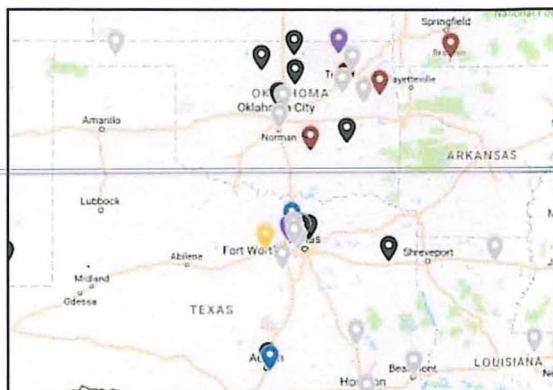
**Recent projects include:** Oklahoma County, Broken Arrow, Norman, Bartlesville, Ada & Edmond, OK; Branson & Creve Coeur, MO; Euless, Pearland, Huntsville, Flower Mound, Carrollton, Beaumont, Denton, Keller, Weatherford & Travis County, TX; Monterey, Lancaster, Long Beach CA; Sandy Springs, GA; Boulder County, CO; Pinal County & Scottsdale, AZ.



## 1.5 PROJECT PROFILES AND REFERENCES

On all referenced assignments, the IMS team utilized our Laser RST to perform a network wide pavement performance evaluation and right-of-way surveys on asphalt and concrete roadways alike. The Laser RST, equipped with an array of 11 lasers, digital cameras, GPS, and a touchscreen tablet drove the agency's roadways to update the pavement distresses and asset inventory data.

Our philosophy is based on the provision of quality pavement condition data for the implementation of multiyear pavement management plans. IMS serves as the dedicated pavement and asset management firm for municipalities large (Atlanta, GA) and small (Bonner Springs, KS). As a firm dedicated to pavement management, the City of Shawnee can rest assured that the end-users will receive quality pavement condition data for the development of the long-term and defensible rehabilitation programs. Presented below are a few projects illustrating IMS' capabilities to implement and update comprehensive pavement management systems.



### Project Profiles

**City of Guymon, OK:** In 2016, IMS teamed with IBTS and the City of Guymon to complete a pavement management program update. IMS delivered its easy to use, interactive spreadsheet (ESA), a non-proprietary pavement management software alternative. The RST was used to perform the surface condition surveys on 100 miles of roadway. IMS also mobilized a Dynaflect device to collect deflection information on 30 test miles of major roadways. The project included detailed rehabilitation analysis, GIS Integration, HD digital images, Lucity software and reporting. The deliverables included a detailed 5 year rehabilitation plan with an annual budget. Guymon also expanded their program with ROW assets extracted from the GPS referenced video, including Curb & gutter, sign and support, and sidewalk databases.

**City of Bartlesville, OK:** Since 2006, IMS has been the City of Bartlesville's dedicated pavement management firm. Again in 2012, IMS collected the pavement condition data for the City of Bartlesville, as a part of the City's pavement management program update. IMS mobilized our Laser RST to perform a pavement distress survey on approximately 250 miles of roadway. The pavement distress data was collected, processed, and formatted specifically for each City's existing Lucity pavement management software. Upon completion of the data processing, GIS linkage, and load to Lucity, IMS completed a detailed pavement management analysis and report for the City staff to review.

### Additional Regional projects recently performed by IMS include:

- Enid, OK
- Oklahoma County, OK
- Edmond, OK
- Norman, OK
- Stillwater, OK
- Ponca City, OK
- McAlister, OK
- Tahlequah, OK
- Rogers County, OK
- Guymon, OK
- Hutchinson, KS
- Hays, KS
- Bonner Springs, KS
- Leawood, KS
- Branson, MO



---

## References

The following are provided as a testament to our ability to provide quality asset management services.

### **City of Broken Arrow, OK (2016)**

**Contact:** Clint Myers, Engineering Technician

**Email:** [cmyers@brokenarrowok.gov](mailto:cmyers@brokenarrowok.gov) **Phone:** (918) 259-7000

In 2016, IMS performed a pavement data collection project for the City of Broken Arrow and IMS surveyed approximately 780 test miles for the City using the RST. In addition to the Data collection, our team also provided the City with an up-to-date full sign and support inventory; this was completed using our HD (1980x1080) imagery. After completion of the data collection and ROW asset inventory development, IMS provided the city with a comprehensive and robust pavement management report and analysis, and loaded the data into the City's Lucity software.

### **Rogers County and City of Bixby (Meshek & Associates) (2014 & 2015)**

**Contact:** Chris Hill, GISP, CFM, Associate Principal/GIS Project Principal

**Email:** [chill@mecshekengr.com](mailto:chill@mecshekengr.com) **Phone:** (918) 392-5620 ext. 213

In 2014 and 2015, IMS partnered with Meshek and Associates to perform a pavement data collection project for the Rogers County and the City of Bixby. IMS surveyed approximately 366 test miles combined for the City and County using the Laser RST. In addition to the data collection, our team also provided them with an up-to-date full Right of Way Asset inventory including stripings and markings and curb and gutter; this was completed using our HD (1980x1080) imagery. After completion of the data collection and ROW asset inventory development, IMS provided the city with a comprehensive and robust pavement management report and analysis. Both projects were completed with the IMS spreadsheet deliverable.

### **City of Muskogee, OK (2010 & 2014)**

**Contact:** Prag Mahajan, P.E., Civil Engineer II

**Email:** [pmahajan@muskogeeonline.org](mailto:pmahajan@muskogeeonline.org) **Phone:** (918) 684-6333

In 2010, IMS was selected to provide the city of Muskogee OK with a citywide pavement condition assessment and implementation of the MicroPAVER pavement management system. The IMS RST was used to collect pavement condition and digital images on 388 miles of City streets. The MicroPAVER implementation included developing the City's network segmentation and GIS linkage, loading the pavement condition data and generating PCI scores, setting up all the analysis parameters in the application, generating a 5-10 year M&R program, and providing 2 days of onsite training on the MicroPAVER system.

### **City of Ada, OK (2014)**

**Contact:** Carl Allen, Public Works Director

**Email:** [carl.allen@adaok.com](mailto:carl.allen@adaok.com) **Phone:** (580) 436-8100

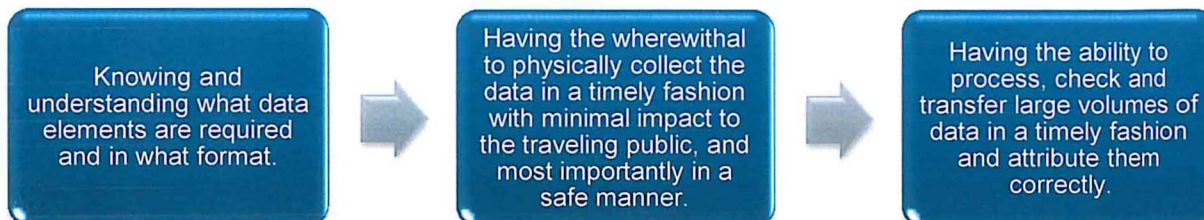
In 2014, the City of Ada selected IMS to implement a pavement management program. IMS surveyed the City's entire pavement network resulting in 167 test miles driven by the Laser RST. In addition to developing the pavement condition inventory, IMS delivered an analysis and report. After the field surveys were completed, the data was processed and formatted for loading into the City's PavePRO management software. The data was linked to the City's GIS and analyzed by IMS engineers. IMS implemented IMSvue, a browser based data viewing tool for the city. IMS staff then performed software training. The end result and deliverables included the production of multi-year maintenance and rehabilitation reports that were generated from PavePRO.



## 2.0 IMS APPROACH AND METHODOLOGY

### 2.1 UNDERSTANDING THE SCOPE OF THIS ASSIGNMENT

Three elements are critical to successfully completing a citywide data collection assignment:



**Street Network Inventory & GIS Integration** – The City of Shawnee street network consists of 230 centerline miles of roadway and IMS will perform a linear pavement distress survey on 100% of the paved roadway network length. As with all projects that we perform, the Laser RST will survey all City arterial and collector roadways in two passes, resulting in a total survey mileage of **265**. IMS will begin the project by adopting the City's existing pavement database and GIS in an effort to prepare the survey inventory for field data collection. New roads will be added and the City's pavement inventory will be reviewed to ensure it meets pavement management requirements. The IMS surveys are **tightly coupled** with the City's existing GIS environment resulting in a seamless transition of data that is linked to a unique identifier in the City's GIS.

**Objective Pavement Distress Survey** – *IMS is unique to the industry, as an objective and repeatable pavement data collection effort will be completed.* The Laser RST will be used to perform a surface condition assessment of all streets designated by the City of Shawnee. Instead of using the subjective feet on ground or windshield sampling method, all data will be collected continuously and recorded in 100-foot intervals in the form of a detailed database complete with GPS coordinates. The detailed data will then be summarized at the segment level (intersection-to-intersection) to develop the pavement distress index for each roadway segment.



**Advanced Technology** – The laser camera array (LCA) contains 11 lasers capable of collecting automated pavement condition data in the form of roughness to International Roughness Index (IRI) standards, dual wheel path rutting, transverse cracking, block cracking, alligator cracking and texture. The Direct Digital Condition Rating System (DDCRS) is a touch screen based tablet that allows the user to define what information (distresses, attributes, and asset information) is to be collected and how it is to be quantified. The DDCRS is integrated into the data flow through time code, GPS, distance and inventory control.

**HD Video** – IMS can utilize up to seven GPS referenced HD camera views (1920x1080) for our QA/QC program, ROW asset inventory development, virtual drives, and/or other image deliverables. For the Shawnee project, IMS will utilize a minimum of two HD cameras that will be proofed out prior to data



collection. The views will include the Center Forward and Rear Downward views that will be utilized by the Project Engineer during the IMS QA/QC program. The Center Front view will be processed in 20 – 25 foot intervals and linked to GIS in the form of a Personal Geodatabase that will be delivered to the City. Additional views can be added at the discretion of City staff.

**Data Processing, Formatting, and City Review** – Prior to optional software integration and loading activities the condition data will be delivered to City staff into an easy to navigate Excel Spreadsheet, complete with graphs and descriptive terms such as Good/Fair/Poor. The detailed PCI extent and severity distress data is also aggregated into an easy to understand 0-10 index to assist in City review. *The condition data is delivered as a Personal Geodatabase, a series of shape files, and KMZ files to ensure City staff comfort with the data outputs prior to software implementation.*

**Software Evaluation** –IMS will review the City's existing pavement management data and will perform a 3<sup>rd</sup> party software needs assessment for the City. IMS will determine which dedicated pavement and asset management applications will meet the evolving needs of City Staff and Management. Upon review and discussion, IMS can facilitate demonstrations of the short listed pavement management modules for final selection. However, IMS also understands that not all agencies have the resources to run dedicated software so an interactive spreadsheet alternative will also be reviewed as a cost savings benefit for the City.

- **Excel Spreadsheets** – As discussed, it may be desirable to simplify pavement management through the use of Interactive Excel Spreadsheets. While not a replacement for a comprehensive asset management system, many agencies simply do not have the staff or resources to run a dedicated pavement management system. As such, IMS has developed an easy to use, Interactive Excel Spreadsheet that retains the core metrics of a comprehensive pavement management system such as ASTM D6433 data protocol integration, roughness in the form of IRI, optional subgrade strength incorporation, environmental attributes, development of logical projects (multiple segments aggregated to form homogenous projects), prioritization based on Shawnee specific priorities, and optimization through the integration of "Cost of Deferral" techniques.

The IMS Easy Street Analysis (ESA) is an Interactive Spreadsheet that allows the user to input work completed, modify project lengths, change annual budgets, commit projects, and easily re-run the analysis on the fly, all while keeping the incorporated graphs current and up to date.

- **3<sup>rd</sup> Party Software Options** – As a pavement management consulting firm, IMS routinely evaluates and implements dedicated pavement management systems such as MicroPAVER, StreetSaver, Lucity, Deighton's dTims, Road Matrix, Cartegraph, and many others. There is no "one size fits all" when it comes to pavement management applications and the selected system must meet the City's reporting needs while also conforming to their technical skill set. While MicroPAVER and StreetSaver are popular options due to their cost and ease of use, they lack in ability when it comes to roughness incorporation, structural condition data analysis, project development, and rehabilitation candidate selection using cost benefit techniques. IMS will review the abilities and constraints within each software application with City staff to ensure the selection of software that meets the needs of City staff and management rather than the selected consultant. Municipalities across the United States have engaged IMS to evaluate the potential software applications and compare them to the agency's needs and requirements.



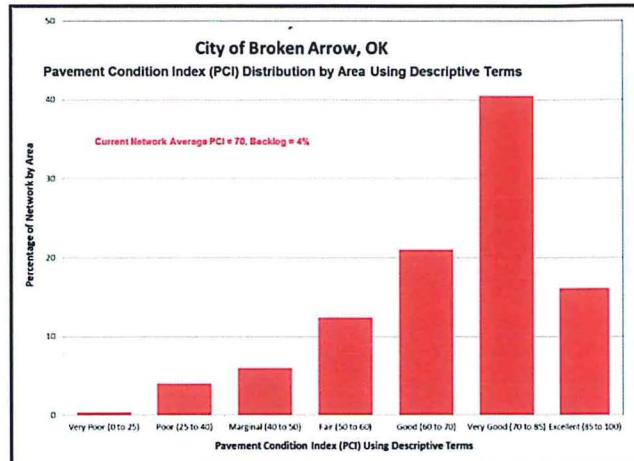
**Optional Web Hosted Data Viewer & GIS Integration** – With the IMS data linked to the City's GIS, we can deliver the final dataset in nearly any format such as AutoCAD, shape files, geodatabases, SDE, or even Google Earth KMZ files. Our deliverables are compatible with all ESRI products and most third party GIS platforms. The latest version of the optional data viewer application is based in HTML 5, meaning it can be accessed from desktops, laptops, tablets, smart phones, as well as other mobile devices. In addition, the viewer update now includes three years of Web Hosting through Amazon Web Services. The Data Viewer can be maintained on City servers or it can Web Hosted by IMS for no additional cost.

**Pavement Analysis Configuration** – While the parameters of the pavement analysis are largely driven by the software selected, the focus of this project is to develop a comprehensive 5-year rehabilitation plan that targets the City of Shawnee maintained roadways.

A solid pavement management program will allow the rehabilitation plan to be prioritized based on City priorities as they relate to functional classification, pavement type, structural adequacy, and potentially districts.

The ability to also utilize deflection data and/or

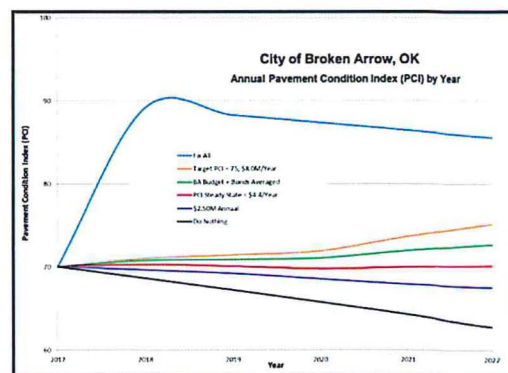
the sum of load associated surface defects (alligator, longitudinal, and edge cracking; rutting, distortions, and patching/potholes) for the development of the structural index (SI) is also beneficial. *In addition, the deterioration curves should be modeled for the City of Shawnee with the integration of critical set points that catch roadways before they fall into a more expensive treatment category.* This is how we introduce cost of deferment into municipal optimization techniques. While the parameters described above can be completed by the IMS Interactive Spreadsheet and select 3<sup>rd</sup> party applications, they cannot be adopted by applications such as MicroPAVER and/or StreetSaver which rely heavily on worst-first and scheduled activity prioritization.



**Final Report** – The final report serves as the project blueprint and reviews the following:

- Concepts of pavement management.
- City condition results.
- What those condition results mean.
- Rehabilitation triggers.
- Budget models.
- Analysis results.
- Condition comparisons.
- Final recommendations.

In addition to a written final report, the results of the survey can be summarized in an onsite PowerPoint presentation during a public Council meeting and/or Study Session.



## 2.2 OBJECTIVE PAVEMENT DISTRESS ASSESSMENT

The IMS fleet of pavement performance equipment includes four Laser Road Surface Testers, two Dynaflect Devices, and two Sidewalk Surface Testers. For this survey, we propose to use one Laser Road Surface Tester (RST) enhanced with digital imagery and GPS capabilities. The RST, with its 11 laser sensors is capable of collecting a full array of pavement condition data complete with high accuracy GPS coordinates and multiple view digital images for both rigid and flexible pavements (in real time), as it traverses the roadway.



An integrated Digital Condition Rating Subsystem supplements the RST data for additional distress data elements, quality assurance and inventory information. Specialized data processing, using GIS as its backbone, allows the pavement data to be quickly checked for completeness and quality.

### The main components of the enhanced RST are:

- A transducer bar with an array of 11 laser cameras, rate gyroscopes, inclinometers and accelerometers to measure pavement roughness, rutting, cracking, and geometrics.
- Touchscreen DDCRS that is customized to collect a variety of roadway attributes and extent-severity based pavement distresses through trained operator input.
- Up to 7 digital cameras can be mounted for forward, side, rear, and right-of-way views.
- Ability to collect dual wheel path roughness to International Roughness Index (IRI) standards.
- High accuracy Global Positioning System (GPS) receiver with inertial navigation for geo-locating of pavement and asset information with excellent accuracy.
- Dual distance measuring instruments to measure linear distances to within +/- 0.5%.
- Built-in software and on-board processors to develop roadway inventories, time code integration, and system monitors.

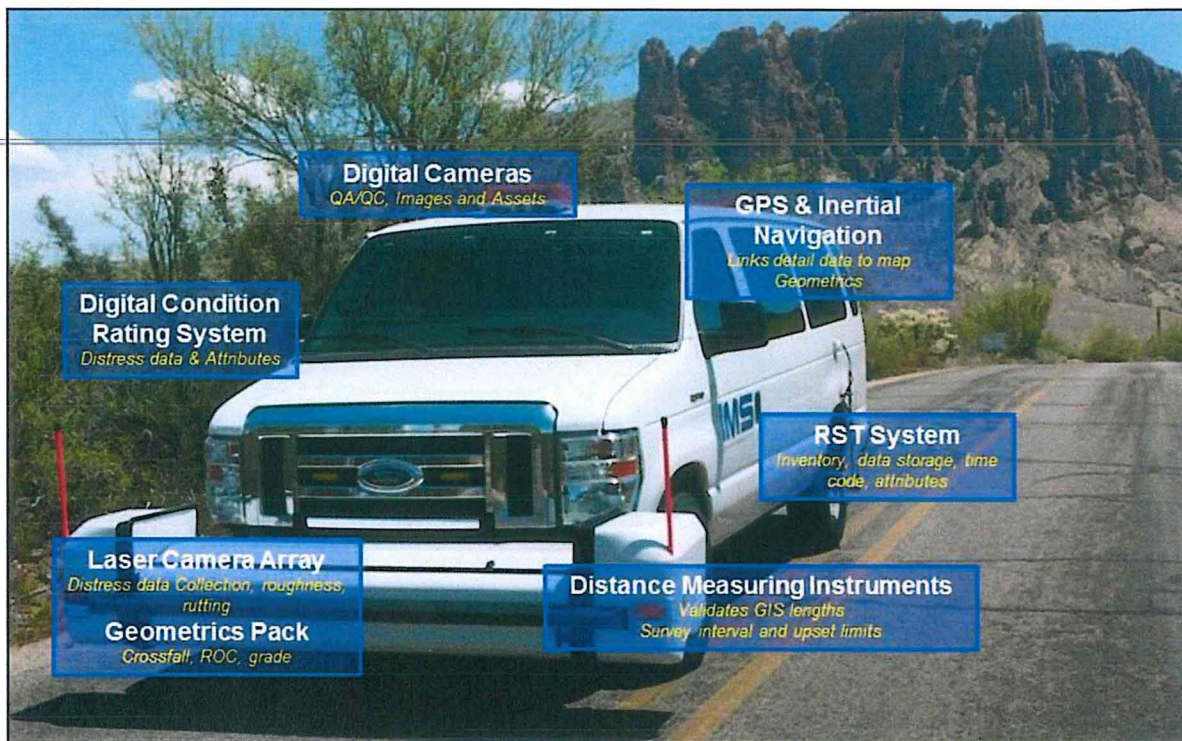
The Laser RST travels at the posted speed limit and thus does not affect the free flow of traffic. This is important as it allows IMS to:

- Collect data in a timely fashion without having to trade-off accuracy for production.
- Work from a safe, protected environment without risk to the data collectors.
- Eliminate the need to implement traffic control, close lanes or attempt to collect the data from the sidewalk or dodge traffic.
- Collect, validate, and safeguard large volumes of data without the need for transposing data from portable data collection units or paper.

The Laser Camera Array (LCA) also automatically collects transverse cracking, block cracking, alligator cracking, distortions, roughness, geometrics, and texture. The laser camera technology automatically detects cracks and minute variances in the pavement surface. Thus, the LCA greatly diminishes the subjective nature of PCI data collection performed by image-based surveys.



The following diagram illustrates the full configuration of the RST for **ASTM D6433** pavement condition data collection assignments. The RST is operated by three highly trained technicians.



#### **Laser Camera Array (LCA)**

11 laser sensors that objectively quantify pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature. The lasers collect data in a severity and extent format that conforms to **ASTM D6433** protocols.

#### **Digital Cameras**

The Laser RST can be mounted with up to 7 digital cameras depending on each project's unique requirements. Digital images are largely used for many purposes: data validation, virtual drive deliverables to clients, and right-of-way asset inventory development.

#### **GPS Acquisition**

GPS technology is coupled with inertial navigation to enhance the acquisition of accurate longitude and latitude coordinates. Municipal agencies are becoming GIS centric and thus all data must be georeferenced for plotting in a GIS environment and linking with the state plane XY coordinates.

#### **Distance Measuring Instruments (DMI)**

Dual DMI pulse transducers that accurately collect and report vehicle distance and speed. The distance data is integrated with the inventory, GPS data flow, and time code.

#### **Hardware & Storage**

The Laser RST is equipped with multiple servers and computers that store the data collected from the lasers, cameras, GPS, and touch-screen event board.

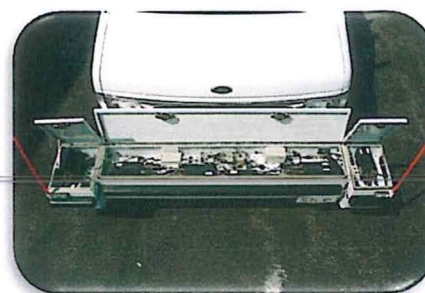
#### **Digital Direct Condition Rating System (DDCRS)**

The touch-screen event board allows IMS to collect a wide range of data from pavement distresses to the validation of pavement attributes. The touch-screen event board can be configured in any manner we desire and conforms to the ASTM severity and extent data collection protocols. This is also used for unique asset attribute identification.



## 11 Laser Camera Array

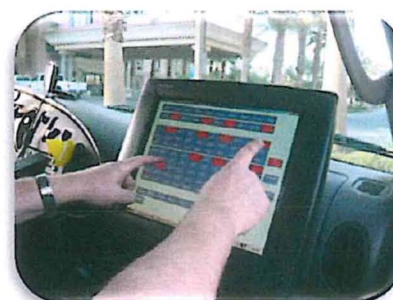
The laser camera array is capable of collecting automated pavement condition data in the form of roughness to International Roughness Index (IRI) standards, wheel path rutting, transverse cracking, block cracking, alligator cracking and texture. The technology driving the laser-camera array removes the subjective nature of pavement condition data collection. The pavement condition data may be processed to provide extent-severity distress ratings, or reduced to a series of index scores for delivery to the client.



*Due to the unique RST technology, the vehicle can travel at speeds as low as 8 mph and still provide quality IRI data. Two distance measurements are acquired during data collection – section length and sensor length. This is the distance traveled with valid data being produced. The RST is equipped with manual and automated systems to monitor and validate the data flow as it is collected.*

## Digital Direct Condition Rating System (DDCRS)

The DDCRS is a touch screen based tablet computer that allows the user to define what information (distresses, attributes, and asset information) is to be collected and how it is to be quantified. The DDCRS is integrated into the data flow through time code, GPS, distance and inventory control. In the context of this survey, the DDCRS will be configured to be used as a data collection and checking device. Distress data (bleeding, patching, raveling, etc.) will be collected continuously, while inventory and attribute data will be checked as the survey proceeds. As the trained operator identifies an attribute, the starting point is noted, and then closed at the end of the attribute (pavement type, lane count, etc.). The attribute data is then logged against the corresponding roadway section complete with its GPS coordinate, distance, and linear reference. The data can then be plotted against the source data for validation.



## Distance Measuring

The RST uses dual hub mounted, pulse transducer type distance measuring instruments for collection of linear distances to less than 0.5% (0.005 miles/mile) accuracy. The distance data is integrated with the inventory; GPS coordinate data flow and time code. The RST is capable of managing and accumulating distance by present means (say every 50 feet) or by the section. It also separates distance where the sensors are paused (for example during a construction detour), or when the survey speed falls below a minimum threshold.

*Distance information is used for measuring the length of a roadway, curve and grade reporting, as well as asset and pavement reporting. The measured distance is the base measure for the start of the QA/QC process and is used to check measured distance versus GIS or reported distance.*



## GPS Coordinate Data Collection

The RST uses the Applanix LV 220 Position and Orientation system for collection of real time kinematic (RTK), differentially corrected, coordinate information. This is a tightly coupled inertial navigation based GPS system incorporating dual Trimble receivers. The unit is largely unaffected by satellite shadow caused by temporary loss of satellite coverage, tree canopy or structures. The level of accuracy for the RST is within a sub meter circle of error at a confidence level of 98%. Coordinate information will be acquired at a rate of 10 Hz, or approximately every 5 feet at highway speeds.



## Inventory, Date, Survey Lane, Surface Type

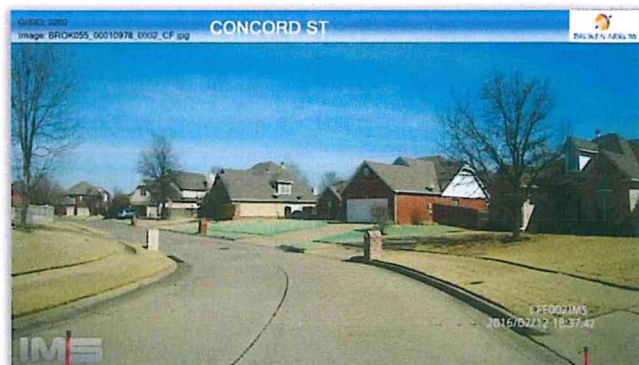
Survey events (such as detours, obstructions, or railways crossings) and inventory related items would be collected and noted in the data. RST operators note the surveyed lane, direction, lane count (either per highway or per pass) and predominant naming convention on a section-by-section basis. During the survey, changes to the inventory and base attributes will be noted and an exceptions report is developed for the City of Shawnee.

## Radius of Curvature, Grade, and Cross Slope Measurement

Radius of curvature, grade, and cross slope are measured with a patented road geometric instrumentation system (US 5,440,923) that is integrated with the RST system. These measurements are carried out independent of vehicle speed between 5-55 mph without the need of traffic control. The achieved repeatability between several runs has shown a correlation of 0.98. The system has been used for a network level survey on the entire Florida Interstate network system (9,000 miles) and the complete New Mexico highway network (24,000 miles).

## GIS Linked Imagery Capture

Up to seven HD cameras can be mounted to the RST for multiple forward, left and right side, shoulder (or ditch), right-of-way, and rearward view images. Images may be captured at preset distance intervals, time intervals, or at a fixed number of images per section. The cameras can be oriented to collect right-of-way panorama, sign views, ditch views, and rear facing views. IMS utilizes HD cameras that collect images at a resolution of 1920 x 1080p. The resultant images are capable of identifying a 2" lettering at 50 feet or 1/4" cracks at posted speeds.



All images shall be:

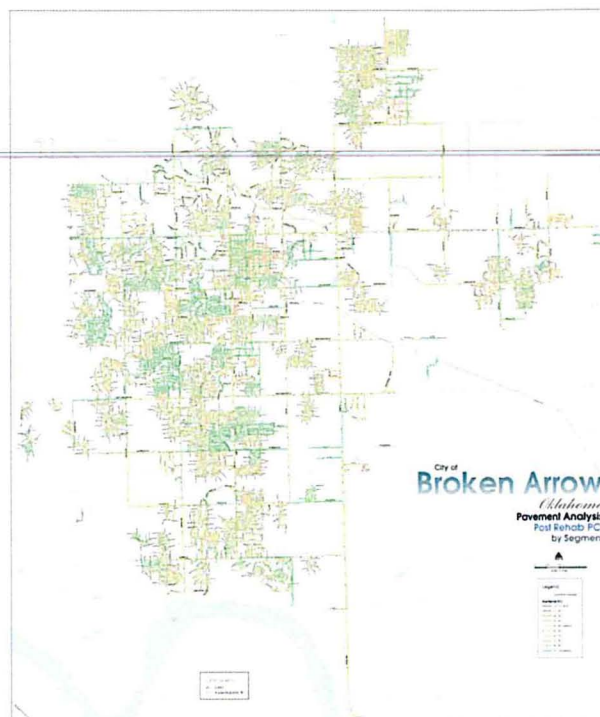
- Date and time stamped, attributed with its route/section identifier and orientation.
- Integrated with the DMI reading to the nearest foot and GPS coordinate information.
- Presented in jpeg format, electronically stored on USB or Hard Drives.
- Hyperlinked to an associated Personal Geodatabase.

## 2.3 GIS INTEGRATION & MAPPING

The role of GIS in pavement management cannot be overstated. It is a powerful tool that provides the ability to handle and present vast amounts of data in an efficient manner. Not only does GIS allow an agency to visually plot textural data, it also establishes an easy access portal to the data through an efficient integration with many third party pavement management modules.

IMS kicks off every project by completing a brief review of the agency's GIS environment to assess suitability for network referencing, survey map preparation, and pavement management purposes. IMS also compares the existing roadway inventory within the City's GIS environment. If they do not match, we will work with the City to determine the correct referencing information.

The data collected by IMS is linked to the existing GIS environment and is supplied as a personal geodatabase, series of shape files, or even a Google Earth KMZ file. IMS collects XY coordinates for all data elements using GPS technology coupled with inertial navigation and integrates with most third party GIS applications, including ESRI.



**For this assignment, GIS will be used in four key areas of work:**

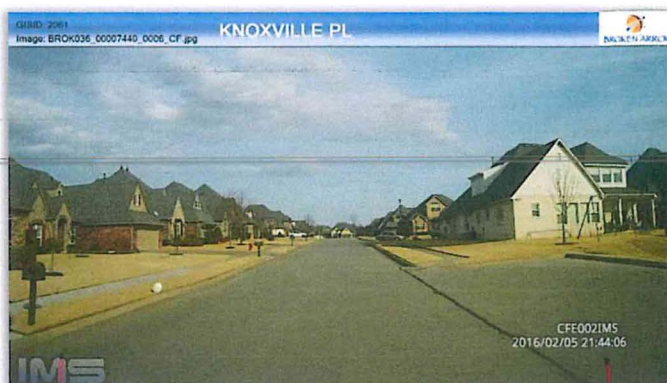
1. The survey productivity will be tracked through the plotting of the GPS data collected during the field surveys. This will allow IMS to review all streets that have been covered, identify anomalies in the referencing, and spot missed streets.
2. GIS will be used in processing the distress and inventory data. By plotting the data, we can QA the data and identify data exceptions in addition to proofing out the GIS.
3. Personal geodatabases, spatial database engines, shape and/or KML files, can be created for the visual presentation of condition data and analysis results.
4. GIS will be utilized to develop production condition and analysis maps that display the results of the survey and analysis. These maps will also be displayed in the final report and hard copies will be supplied to the City.

*To supplement a personal geodatabase or spatial database engine, the KMZ files serve as an easy access point for data. While not everyone is a GIS or ESRI expert, everyone can double click on a data file. Upon clicking, the file opens the Google Earth application, with the City's pavement condition as a layer. The user can then left click on any street and view the textural data such as the inventory and distress details. The result is an easy to use and access data review process.*



## 2.4 CAMERAS & EQUIPMENT CONFIGURATION

IMS can mount up to seven HD cameras on the RST platform depending on the required views or roadside assets to be inventoried. Prior to commencing the field surveys, our team will confirm the pavement and/or right-of-way views for collection. The potential views are a forward oriented (center, left & right front), right and left sides (building fronts or sidewalks), rear/pavement view, and an adjacent right-of-way view (driver rear).



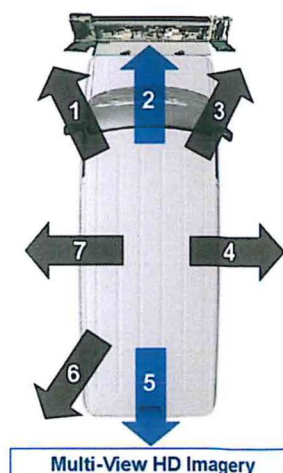
As an example of pavement image quality, the image above illustrates the center forward (camera 2) view from the Laser RST during our recent Broken Arrow assignment.

Based on our understanding of this assignment, IMS proposes a minimum configuration of **at least two HD video cameras** as depicted in the RST image below. The camera views should be proofed out at the calibration stage, as it may be desirable to relocate or change the orientation of a camera. The center front imagery will be processed at 20-25 foot intervals, linked to the City's existing GIS, and provided as a personal geodatabase with image hyperlinks. Rather than simply housing the images as a layer in GIS, another option is to install a lightweight data and image viewing application that consumes the GIS, pavement condition data, analysis results, roadway imagery, and optional asset inventories. The application is open architecture, non-proprietary and is an asset for agencies without dedicated pavement management software.

Our experience has been that not all roads require two pass testing as local roads can be passed in one direction. On select roadways, sufficient information may be collected in a single pass through the use of a rear-facing camera. This rear-facing camera, orientated to collect information on the face of signs in the other direction, is also sufficient for collection of sidewalk, shoulder, striping, and other features.

**The adjacent image illustrates the proposed camera configuration for this project:**

- Camera 1: Left front view offering a forward facing view that is angled toward the centerline of the roadway.
- Camera 2:** Center-forward offering a panoramic pavement width and right-of-way view (illustrated above).
- Camera 3: Right front used for 180-degree forward view and for right-of-way asset data extraction. Camera is oriented to capture most signs and not too much horizon.
- Camera 4: Camera can be oriented to capture ditch, shoulder, and sidewalk imagery, or elevated up to collect building fronts.
- Camera 5:** The camera is oriented in a downward direction to collect video of the pavement distresses.
- Camera 6: Left rear camera oriented to collect reverse facing signs and markings images.





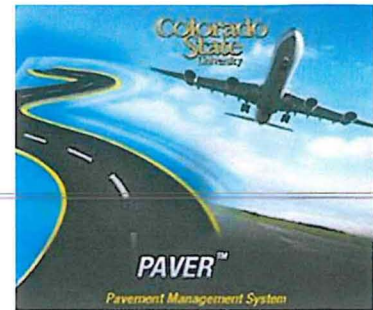




Pavement management applications come in three types: *Public Domain, Enterprise, and Engineered Systems*. We will briefly review each type below.

**Public Domain:** Roadsoft (PASER), PAVER, StreetSaver, Mobility, etc.

The benefits of Public Domain applications are a low cost to implement and maintain. They also offer a wide array of users across the United States. The downside is the lack of customization and configuration options. In this case, PAVER and StreetSaver are popular because of cost and industry acceptance, but lack in ability when it comes to GIS integration, optimization (cost-benefit), and flexibility of use.



*Examination: While IMS will review these applications with the City staff, we anticipate that the Public Domain applications may not meet the needs of the City. They offer very little in terms of configured prioritization and do not perform any optimization techniques.*

**Enterprise:** Lucity, Infor, Cityworks, Cartegraph, etc.

Enterprise applications are software solutions that cater to multiple divisions within an agency (streets, sewers, parks etc.). These applications are generally well coded, integrate with GIS easily, and can be very flexible. The downside is they require some configuration to work well as the operating parameters of the system must be defined and setup. In addition, user friendliness ranges from easy to difficult to understand.



*Examination: The enterprise solutions offer the most flexibility for the configuration of tools and operating parameters. While each solution is very different, most offer the ability to customize the application to meet the needs of the City staff, including utilization of the ASTM D6433 rating methodology. The enterprise solutions typically offer well-attended user groups and customer support forums. These applications will be most likely to meet the City staff's preferred functionality, analysis tools, project development, database management, and operating parameters, as defined within the RFP.*

**Engineered Application:** PavePRO, Deighton, RoadMatrix, etc.

These are engineered programs dedicated specifically to pavement management. They have the highest level of prioritization and optimization and present the best programs based on funding and constraints. These systems work well with complex and simple roadway networks alike. The downside is they tend to be stand-alone, meaning they do not offer software modules for all divisions within an agency. With the exception of PavePRO, they also tend to be the most costly to implement.



*Examination: The engineered systems are developed by pavement engineers for pavement engineers. While they may not cater to the complex needs of I.T. departments, they do retain the highest level of optimization and cost benefit analysis routines. Each available solution in this category is very different as Deighton is highly configurable, Road Matrix is moderately configurable, and PavePRO requires the least user input. Most of these solutions also require customized ASTM data collection protocols.*





The spreadsheet also allows an agency to re-fresh the 5-year plan by entering the maintenance and rehabilitation work completed. As seen in the image below, the spreadsheet is supplemented with "PCI Override" functionality. When work is completed on a particular segment, the user simply inserts the override PCI value along with a date. The spreadsheet then removes the segment from the 5-year plan and updates all referenced network PCI averages.

#### Pavement Condition Summary

| Today: 3/30/2015             |                      |                                |                 |                 |                  |                                |                                    |             |
|------------------------------|----------------------|--------------------------------|-----------------|-----------------|------------------|--------------------------------|------------------------------------|-------------|
| Current Network PCI: 74      |                      |                                |                 |                 |                  |                                |                                    |             |
| Surface Distress Index (SDI) | Roughness Index (RI) | Pavement Condition Index (PCI) | PCI Survey Date | Strength Rating | Condition Rating | Load Associated Deducts (LADD) | Non-Load Associated Deducts (NLAD) | Current PCI |
| 74                           | 53                   | 67                             | 6/1/2014        | MOD             | Good             | 0                              | 0                                  | 66          |
| 55                           | 63                   | 57                             | 6/1/2014        | MOD             | Fair             | 27                             | 18                                 | 55          |
| 70                           | 63                   | 68                             | 6/1/2014        | MOD             | Good             | 19                             | 10                                 | 66          |

#### Other features of the IMS Easy Street Analysis spreadsheet are as follows:

- Red triangle tips that trigger a dialogue box explaining cell contents.
- Ability to add new road segments and attributes on the fly.
- Modifiable distress indices for City field inspections.
- Input work completed and override segment level PCI scores.
- Prioritize by neighborhoods, zones, or districts.
- Ability to modify project lengths – includes aggregating and splits.
- Commit projects and force "Must Do's" or "Must Never Do".
- Program varying annual budgets over a 5-year horizon.
- Commit a percentage of the budget to surface treatments if desired.
- Automated rehab plan prioritization and optimization.
- Macros that automatically sort and filter simple rehab and inventory lists.
- Ability to sync the spreadsheet with the Data Viewer through a .CSV file export.

While the spreadsheet is not meant to replace pavement management systems, it is an alternative for agencies that do not have the resources or staff to maintain a dedicated application. If a dedicated system is still desired, IMS will assess all other available 3<sup>rd</sup> party solutions.



## 2.7 IMS PAVEMENT ANALYSIS & MULTI-YEAR REPORT

Immediately following the completion of the field surveys, IMS will begin processing the pavement distress severity and extent scores in an effort to develop the Pavement Condition Index (PCI) for each roadway segment. The condition results are analyzed by a team of IMS engineers, who then develop the Shawnee 5-year pavement management plan. This section provides a brief summary of the functionality of an IMS-enhanced analysis in order to emphasize our implementation expertise as well as the abilities and constraints within a pavement analysis.

The purpose of pavement management is to produce cost effective maintenance programs that maximize available resources and roadway life. By incorporating key components of a cost benefit analysis into the analysis operating parameters, we can develop a game plan that is optimized to meet the needs of the City of Shawnee. In addition, the analysis operating parameters described within this section can be delivered in an easy to understand Interactive Excel spreadsheet including the segment PCI data, pavement deterioration curves, triggers (priority weight factors), and the prioritized 5-year plan. The result is an optimized 5-year plan that is open sourced and can easily be managed by the City staff. Select pavement management systems can also be configured using the analysis parameters described below.

### Field Inspection Data and Pavement Condition Index (PCI)

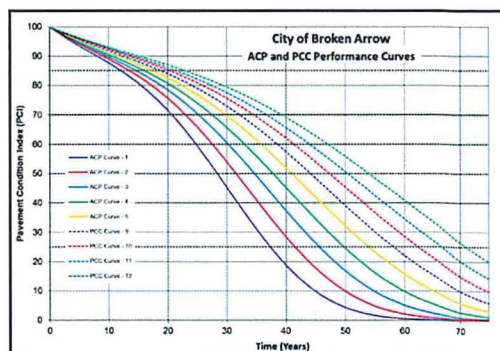
The IMS analysis allows you to store information regarding your pavements, including surface types, number of lanes, patching estimates, cross slopes, and sidewalk & curb types with replacement estimates. Pavement condition data including surface distress, roughness, and deflection results can be stored and analyzed. Using an in-house Pavement Manager Setup module, we can develop customized condition elements, distress types (load & non-load), Indices (SDI, RI, & SI), weightings, and overall PCI calculations.

In addition to the yearly programs, the net impact each budget scenario has on the expected condition of the road network over time can be determined. This budget impact can be illustrated both in terms of the yearly increase or decrease in the average network PCI score, PCI distribution, or % Backlog of roads that were not selected by the budgets. IMS converts the difficult to understand FHWA and ASTM D6433 data to a 0-10 distress rating scale with distress weighted factors (DWF), where  $DWF = \{\text{Area under D6433 deduct curves}/3000\}$ .

### Modeling and Performance Curves

With an IMS analysis, you can forecast various budget scenarios to help you determine your ideal maintenance and rehabilitation schedule. The IMS approach will help you decide what rehab activities should be performed, when and where to perform them, and an ideal budget for your system to maintain it at a specific level of service.

IMS engineers use pavement deterioration models that can be customized to reflect the climatic conditions and structural characteristics of Shawnee's road network. As a result, performance curves can be developed on factors such as functional class, pavement type and sub-grade strength.



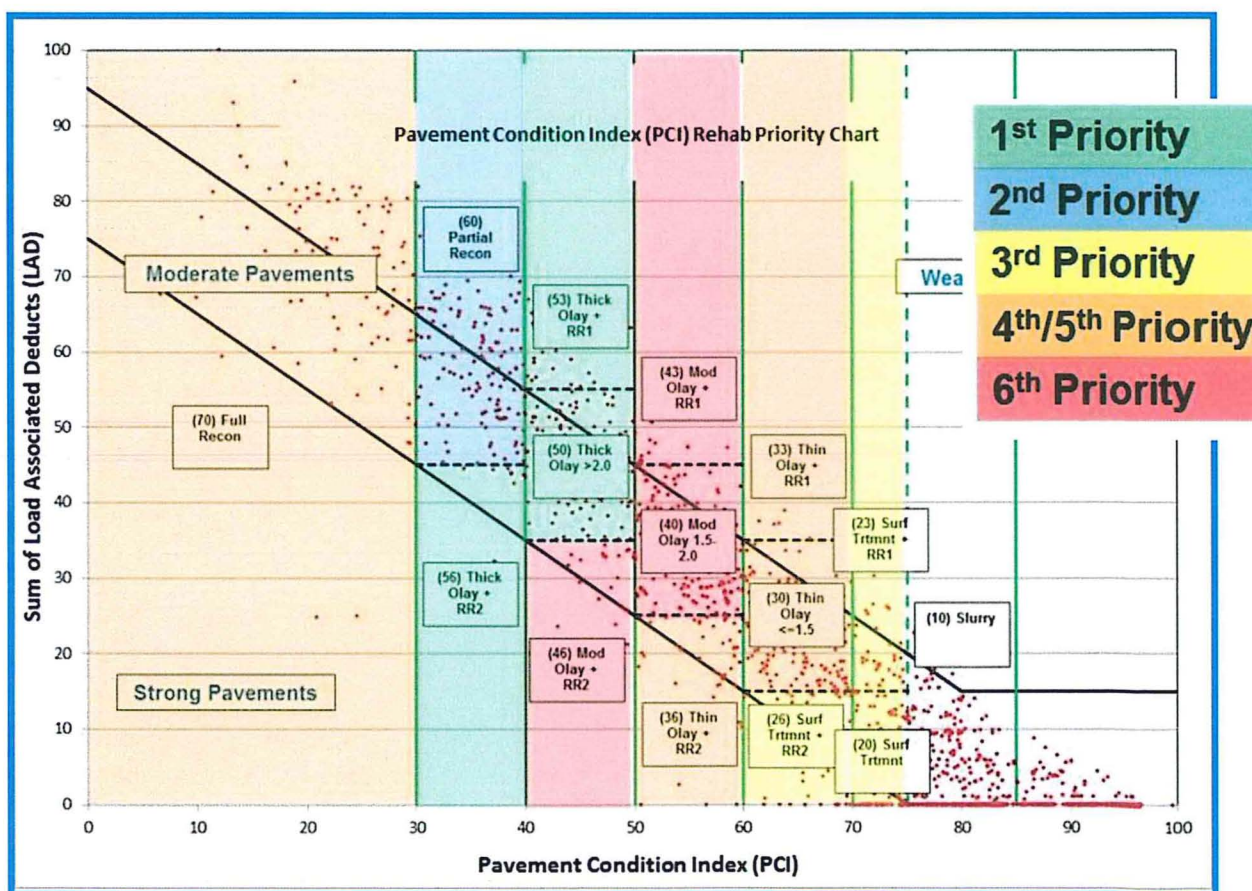


## Set Points and Operating Parameters

One of the most important aspects of the IMS approach is determining the 'set points' or thresholds of the performance curves and other factors. In general, these set points determine what type of treatment will be selected given the current or predicted condition of a road segment over time.

For example, the scatter plot displayed below illustrates a potential rehab selection process that may be incorporated for Shawnee. Each dot represents the outcome of a pavement condition assessment on each segment in the road network. The X-axis is the pavement condition score while the Y-axis is a Structural Index (developed with the sum of load associated distresses). The boundaries created by the intersection of the vertical green lines and horizontal dashed black lines represent the potential rehabilitation strategy for those given conditions. Each maintenance and rehabilitation strategy is programmed to take place in the most optimal year for each roadway segment.

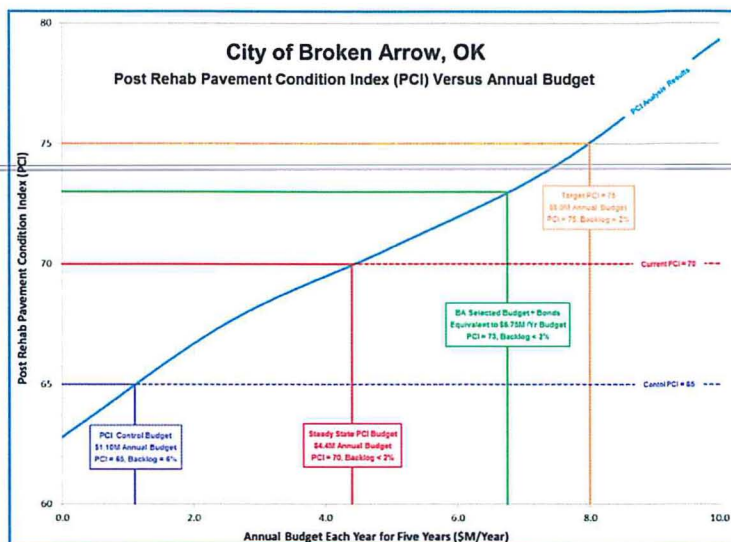
The color bands are also an effective way of illustrating the activity priorities through an analysis that takes into account critical PCI drops, also known as "cost of deferral." The IMS analysis specifically targets "critical segments", which is defined as segments that will drop into a more expensive treatment category if they are not selected now. By presenting the rehab strategies in a visual format such as this, the user, City staff, management, and Councils can easily understand, follow, and potentially modify the results with confidence.



## Rehabilitation Analysis

An unlimited number of pavement maintenance and rehabilitation strategies can be defined within our system. An analysis is then run, incorporating the performance curves, set points, filter criteria, and rehab alternatives to identify the overall need in terms of rehab strategies and costs for the City's road network, for today as well as year on year for the next 5 years.

The IMS approach allows you to input any number of "what if" budget scenarios and produce prioritized yearly rehab programs based on those funding levels over a 5-year analysis period. Typical budget scenarios include Budget \$/Year, Unlimited Budget \$, "Do Nothing" Budget, and a Target PCI Budget. Each client has unique properties that define their roadway network. Shawnee can rest assured that the pavement analysis will not be created utilizing a "Black Box" software program that does not factor in Shawnee realities, priorities, and level of service policies.



### What is included in an IMS analysis & report?

- *Street ownership and inventory/attribute report.*
- *Present condition ranking* – detailed and summary condition data including; Good/Fair/Poor, Load Associated Distresses (LAD), Non-LAD, and Project reviews of each street in the network, as well as the network as a whole.
- *Fix all budget analysis* – this identifies the upper limit of spending by rehabilitating all streets assuming unlimited funding.
- *Do nothing analysis* – this identifies the effects of not performing roadway rehabilitation projects.
- *Steady state rehabilitation life cycle analysis* – this identifies the minimum amount of rehabilitation that must be completed in order to maintain the existing level of service over 3, 5, or 10 years.
- *PCI & funding levels* – what funding will be necessary to maintain a PCI of 75, 80, & 85.
- *Plus or minus 50% and other additional runs* – additional budget runs are completed at rates of +50% and -50% of the suggested steady state analysis. Up to 10 budget scenarios will be run.
- *Integration of capital projects and Master Plans* – ongoing and proposed projects that affect roadway rehabilitation planning will be incorporated into the analysis.
- *Draft 5-year rehabilitation and prioritized paving plans* – based on need, available budget and level of service constraints; a minimum of three budget runs will be completed.
- *Final prioritized paving plan* – incorporating feedback from stakeholder departments and utilities, complete with budget and level of service constraints.



---

## Developing Logical Projects

While the condition data will be collected at the 100-foot level and summarized at the block level for GIS linking purposes, the pavement analysis will be completed at the project level. The IMS team in conjunction with City staff will develop projects (multiple segments aggregated to form a logical project) that meet the needs of City staff and available funding sources. Developing projects is completed using a series of constraints that include similar PCI tolerances, pavement type, and a project length upset limit that is largely based upon available funding and typical City project sizes.

In our experience, there are 4 types of projects that can be developed as a part of this assignment:

- **Block to block** – the rehab plan is developed on a block by block basis. This is extremely inefficient in terms of cohesiveness of approach and generally ends up looking like a shotgun blast against the map. This methodology is typically employed by agencies that are extremely underfunded. It is used as a last resort and not very popular. However if done correctly it can be made to work to buy time until an agencies budget improves.
- **On-Street** – the rehab plan is created by aggregating like segments to form a homogeneous project, typically ½ to 1 mile in length. All projects stay on a single street and do not cross a major roadway. The smallest length is a single block if it is so different from the adjacent ones, the longest would be 8 to 10 blocks. The length would also be governed by condition – the better the score, the longer the project can be. No single project should soak up more than 25% of the annual budget.
- **On-Street/Side Street** – similar to the on-street plan, this option also picks up smaller side streets as the project passes by them. This is the most popular method. It often combines functional classes such as a small local cul-de-sac is picked up with a collector. The idea is to prevent orphaned segments being left alone and forgotten. In terms of cost-efficiency, it generally is the best. However, projects are selected by need instead of geography. So within a neighborhood, one project could get selected and another deferred. This approach can also be used to “knit” together the patchwork quilt nature of pavements in to a more homogeneous blend.
- **Neighborhood Based** – this method really only works for fully funded agencies. Under this option all streets within a defined geographical boundary (a neighborhood or some other similar definition) may be blended together to form a single project. With the neighborhood based approach, all streets must be of the same functional classification and condition – otherwise the analysis fails as there is too wide of a range of condition for a one-size fits all approach. This typically limits the size of the neighborhood that may be aggregated together.

The IMS approach has a feature that allows projects to be “linked” together, such that when one project is selected, all projects that are “linked” to it also get selected in the same year. The benefit of this approach is that each project with a linked group receives the rehabilitation appropriate for their condition and functional class – thus allowing a whole neighborhood to be completed in a single year. The down side is there will be a loss of efficiency as some projects will be selected prior to the need year and there is an increased amount of data management required on the part of the City.



## 2.8 SUB-SURFACE DISTRESS INVESTIGATIONS

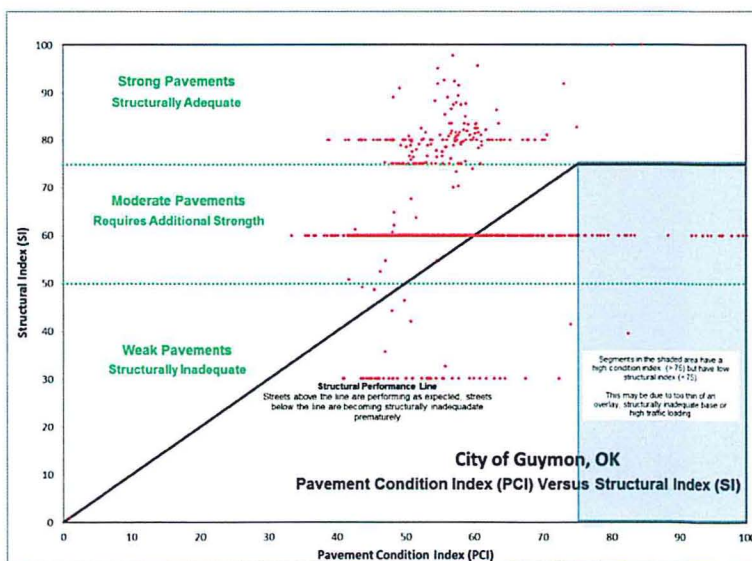
Subsurface distress investigations are a valuable tool to assess the sub-grade condition of a roadway. As a part of the project deliverables, IMS can integrate the Structural Index (SI) as a component of each roadway's final PCI score. To assess the subgrade strength of a roadway, a Dynaflect Device would be utilized for Asphalt and Concrete roadways in accordance with **ASTM** standards.

While deflection testing can be conducted on all roadways, generally IMS recommends that network-level testing be completed on the high traffic routes such as arterials and collectors. Deflection testing is typically completed at least once in each direction on every street segment (every 300 - 500 feet) along the outside lanes of the roadway. Testing shall be altered to an inside lane when it appears to be in a worse condition than the outside lane of the segment based on site observations. IMS will record the readings of a series of geophones for inclusion in the overall pavement condition rating. These readings will then be used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.



Upon completion of the deflection survey a structural analysis is performed. Dynaflect's apply a known load to the pavement and measure the pavement's response to the load. The structural adequacy of a road is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays. Those between 50 and 75 typically reflect roads that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

The adjacent graph presents a sample structural adequacy plot of a recent client's roadway network against its average pavement condition. The diagonal blue line separates roadways that are performing above expectations (above the line), from those that are not, (below the line). The small number of roadways falling below the diagonal line indicates this particular City, Guymon, Oklahoma, has a low percentage of roadways that are structurally inadequate for their design load. This is typically the result of insufficient base and structural materials during the original construction, or the application of overlays that were too thin during the lifetime of the roadway.

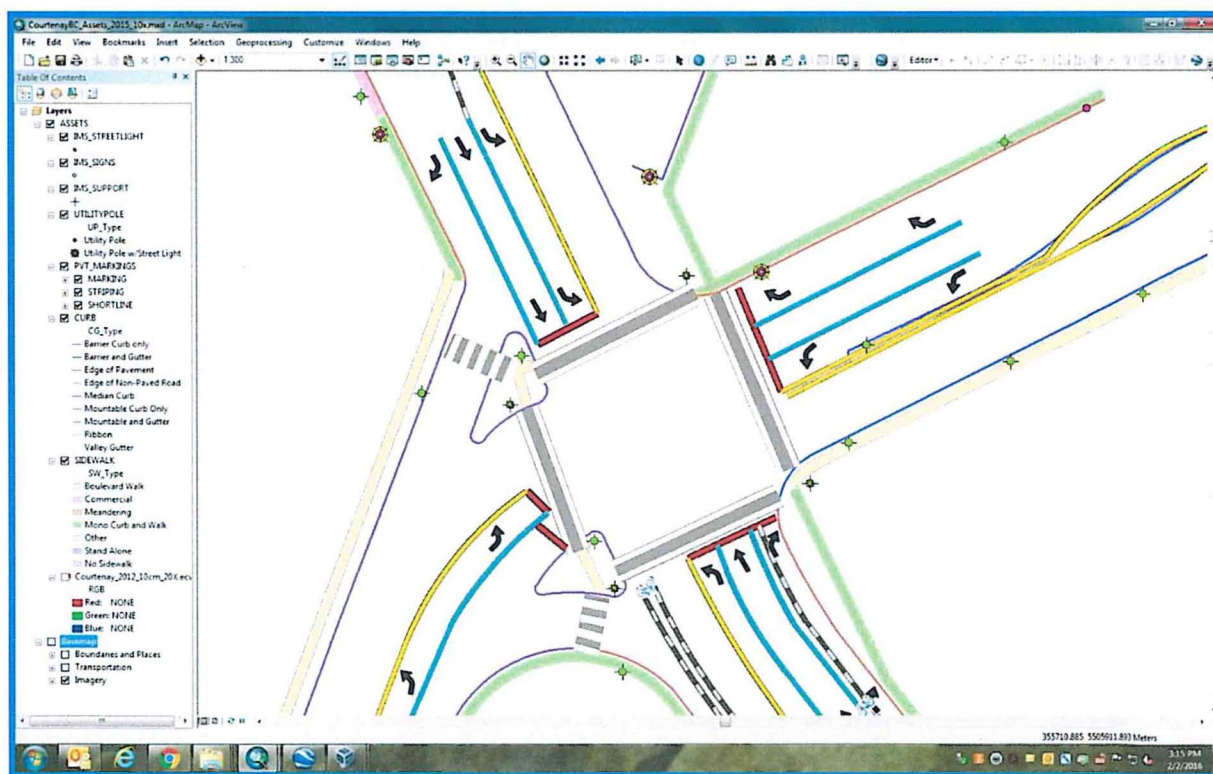


## 2.9 OPTIONAL RIGHT-OF-WAY ASSET INVENTORIES

The IMS Laser RST uses high-end GPS coordinate data and digital cameras positioned so that all assets/attributes requiring data capture are visible with the front, side, and rear cameras. For Shawnee, IMS can collect information for traffic signs, sidewalks, ADA ramps, curb & gutter/ditches, pavement markings, signals, and many other ROW assets. *ROW asset inventories are supplemented with air photos and GIS to ensure positional accuracy.* The IMS technology is an open architecture system that allows virtually any type of asset to be defined for collection of location, attribute, and condition data. Once an asset is observed, the operator toggles to the individual record input screen and proceeds to input the appropriate attribute and associated information. Wherever possible, “pick lists” are employed to streamline the data entry function and provide uniform, high quality data. IMS confirms the feature attributes to be collected with the client prior to data collection.

The images and GPS data are merged on a frame-by-frame basis. The images are then post-processed using a specialty piece of GIS and image viewing software. Using RST imagery, the existing centerline GIS, and aerial photography, IMS spatially plots each right-of-way asset in its real world location.

Prior to commencing the optional ROW asset inventories, a document called the **Master Asset List (MAL)** will be developed, using each applicable exhibit as a starting point. The MAL defines what assets or inventory items are to be logged and what attributes will be extracted. The MAL also defines the methodology for condition rating each asset. The image below depicts an IMS asset inventory of sidewalks, ADA ramps, pavement striping and markings, traffic signs, and crosswalks.





### 3.0 IMS CAPACITY FOR PERFORMANCE

#### 3.1 IMS WORK PLAN

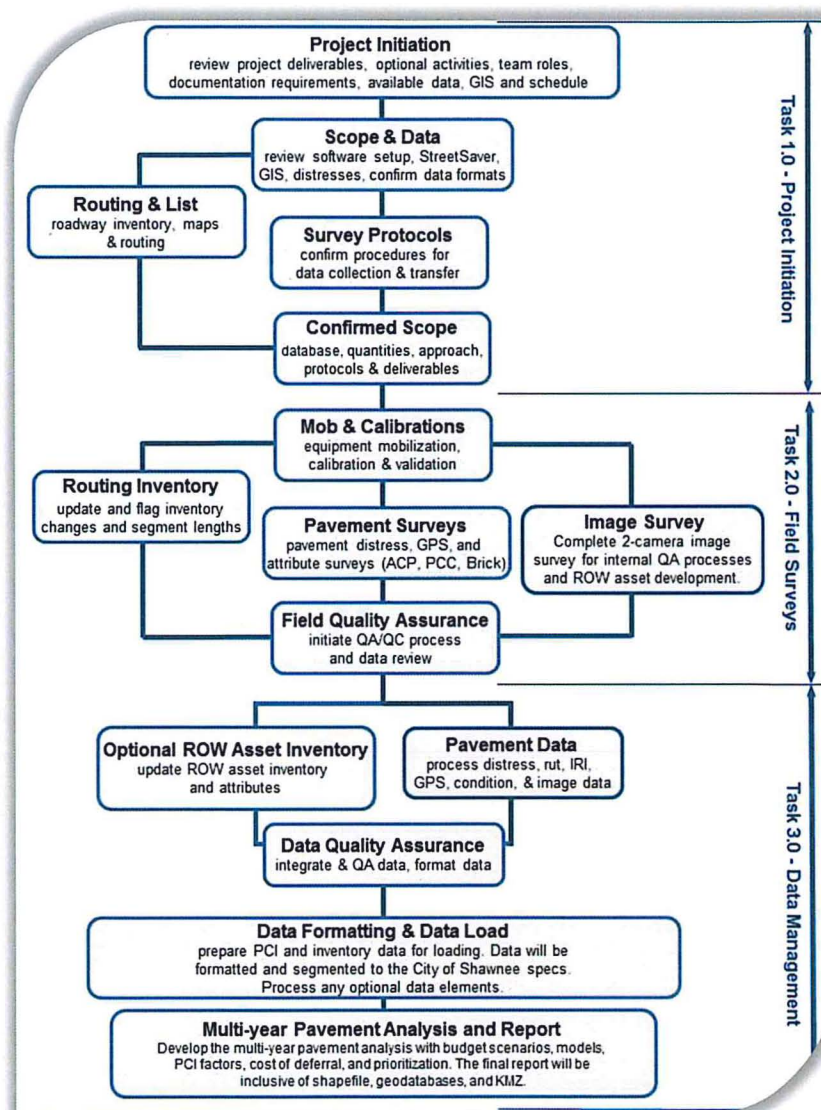
Over the course of implementing and collecting roadway and asset data for well over 700 transportation and municipal agencies, IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS will use a series of **Task Activities** to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure.

For this assignment, we have developed three tasks, each with numerous activities and deliverables within them. The three tasks are:

**Project Initiation** – this task will set the tone for the overall assignment, as well as document the scope, deliverables and formats.

**Field Surveys** – this task is the heart of the project and encompasses all activities relating to the Laser RST surveys. Starting with the equipment calibration, the field surveys have been designed to collect the most data in the most efficient manner possible. Field surveys will also be used to undertake quality assurance activities that relate to network coverage, and image quality validation.

**Data Management** – this is the task that takes the raw information collected in the





## Task 1 - Project Initiation

This task will be used to set the working environment for the project and finalize the project scope and schedule. The task will also be used to allow City of Shawnee team members to become more familiar with the IMS approach, data collection, QA process, and proposed analysis.

**IMS will schedule a meeting with City staff to discuss the following task activities:**

- Introduction of the project team, roles, and relationships. Confirm goals and objectives.
- Review project documentation including insurance requirements, permits, safety, Project Information Form, and any other client documentation.
- Conduct an introductory information seminar with key project participants.
- Review existing pavement data, level of implementation, current configuration, and user skill set.
- Evaluate software alternatives and compare them against City needs.
- Review quality assurance plan with City staff.
- Identify and confirm existing database quality.
- Confirm preferred delivery methodology for Shawnee and deliverable format.
- Confirm roadways to be surveyed, as well as referencing, length and directional issues.
- Work with City staff so they are comfortable with the overall project and data collection.

**Deliverables:** *Kick-off meeting & scope confirmation*

*Roads list and roadway inventory maps.*

## Task 2 - Field Surveys

The object of this task is to complete a field data collection program for acquiring representative pavement condition, inventory and attribute data, imagery, and initiate the QA/QC process.

### Roadway Attributes

- Route name, from – to description, test section length (and any variation from published values), direction & survey lane.
- Update the road inventory – include attributes such as pavement type, width, & length.
- Surface type (and any changes within a section) and date.
- Length – collect and confirm length via distance measurements and GPS coordinates.
- GPS Survey – collect and distribute GPS data (used for data processing and QA/QC).

### Roadway Distresses

- All distresses are rated as per ASTM protocols.
- Cracking – identify alligator, map, longitudinal, transverse, and edge cracking; divided/shattered slab, corner break, and joint spalling. Quantify them by extent & severity through the LCA.
- Rutting – continuously measure the depth of wheel path rutting.
- Roughness Survey – collect and calculate International Roughness Index at defined intervals.
- Pavement distresses – distresses such as raveling, patching & potholes, bleeding, faulting, polished aggregate, scaling, and distortions. Each will be quantified by severity and extent.
- Cross slope, radius of curvature and grade are measured with a patented road geometric instrumentation system (US 5,440,923) that is integrated with the RST system.

### **Deflection Surveys and Subgrade Analysis**

- Mobilize Dynaflect for deflection testing.
- Perform deflection tests on the arterial and collector roadways (recommended) or complete deflection tests on the entire network if subgrade is perceived as an issue.
- Analyze the temperature, deflection, strength, and properties of the base and subgrade for the final analysis and incorporation into the overall PCI.

**Deliverables:** *Completion of network data collection effort.*

## **Task 3 - Data Management**

The main components to this task are assembly, processing, and verification of the network segmentation and pavement condition data for the development of the final analysis and report.

**Quality Control, Data Processing, and Delivery** – the following data management functions will be completed:

- Completion of the project QA/QC program.
- Update the roads inventory to add new roads. Ensure the link between all roads and GIS is correct. Provide an exceptions report of roads that do not link up.
- Take the electronic, digital and inventory data outputs from the RST and make them ready for processing (remove skips, repeats, invalid data etc. – we do not delete any data in the field).
- Process the detailed and aggregated data to develop the condition scores on a section-by-section basis following the existing and updated road network definition.
- Make the data ready for delivery and uploading; complete the uploading and systems tests.
- Finalize PCI report and supply electronic files in Excel, PDF, KMZ, and DWG file format.

**Pavement Analysis, Reporting, & 5 Year Plan** - After calculating the segment level PCI score's, begin a comprehensive analysis that will also incorporate roadway roughness (IRI) as well as the roadways strength. Develop logical projects by aggregating multiple like-segments throughout the network and perform an optimized prioritization that assesses the cost of deferral for each identified project. The end deliverable is a prioritized 5 year plan that identifies appropriate roadway rehabilitation candidates.

- Develop pavement analysis operating parameters and performance curves.
- Develop homogenous projects by aggregating multiple blocks of similar condition.
- Develop prioritization, critical set points, and begin running analysis routines.
- Run multiple budget scenarios and deliver results of analysis to City staff.
- Optimize the 5 year plan through "cost of deferral" analysis routines.
- After selecting a target annual budget, develop the 5-year maintenance and rehabilitation plan.
- Summarize the analysis in a draft report for City review.
- Make modifications to draft reports based on client review.
- Finalize report and supply electronic files in PDF, KMZ, and shape file format.

**Deliverables** – *Quantified surface distresses, rut, and roughness data delivered to City in DWG files, Excel spreadsheets, geodatabases, shape files, and KML.*  
*Draft & final pavement analysis and the 5 year plan*  
*Council Presentation*



### 3.2 SCHEDULE & CAPACITY

Currently, IMS has the survey capacity for approximately 2,500 miles/month, so completing the City of Shawnee surveys in a timely fashion is not an issue. Field surveys are expected to progress at a rate of 25 to 35 miles per day and are expected to proceed at 5 to 6 days per week depending on weather and statutory holidays. IMS has the available staff, equipment, and resources to manage a timely project for the City of Shawnee. ~~IMS surveys only when the roads are free of debris, freestanding water, and only with ample light conditions.~~ IMS estimates that the RST field survey will take approximately **6-8 days** barring any weather delays with the deflection testing is estimated at 4 – 6 days.

On all projects three rate-determining functions rise to the top as being critical in maintaining the proposed project schedule. In general, it is not the surveys that take the longest time, but rather handling the data that cause project schedules to slide. The three steps we wish to highlight, so they can be addressed by the City are:

- Finalizing the inventory and maps to be used for the field surveys. The delay in this step usually occurs in obtaining the maps or GIS topology, confirming the streets list and then validating the limits of the surveys.
- Review of the field data and exceptions reports delivered to the client. As part of the QA/QC process, only quality data can pass through to the analysis. It is critical that once the data passes through the QA/QC process, it be accepted and signed off by the client.
- Obtaining feedback and acceptance of the final format and load. No matter how much planning work goes into a schedule, the bottom line is Council's operate on their own timetable and the project must be able to conform to their schedule.

| Task Activity                           | August |    |    |    | September |    |    |    | October |   |    |    |    | November |    |    |    | December |    |    |    | January |   |    |    |    |
|-----------------------------------------|--------|----|----|----|-----------|----|----|----|---------|---|----|----|----|----------|----|----|----|----------|----|----|----|---------|---|----|----|----|
|                                         | 7      | 14 | 21 | 28 | 4         | 11 | 18 | 25 | 2       | 9 | 16 | 23 | 30 | 6        | 13 | 20 | 27 | 4        | 11 | 18 | 25 | 1       | 8 | 15 | 22 | 29 |
| <b>Project Initiation</b>               |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Project Award & Notice to Proceed       |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Project Initiation & Scope Confirmation |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Software Evaluation & Selection         |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| GIS Review & Validation                 |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Survey Routing & Mapping                |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| <b>Field Surveys</b>                    |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| RST Mobilization & Calibration          |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| RST Field Data Collection               |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Deflection Surveys (Subgrade Condition) |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| <b>Data Management</b>                  |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Data QA/QC, Processing, & Format        |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Data Supply & Client Review             |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Data Load into the Selected Software    |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Pavement Analysis & Reporting           |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |
| Onsite Results Presentation             |        |    |    |    |           |    |    |    |         |   |    |    |    |          |    |    |    |          |    |    |    |         |   |    |    |    |



**Regular Board of Commissioners**

**3.**

Meeting Date: 07/17/2017

EOM

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Sabrina Hutchinson, Building Maintenance.

---

Attachments

*No file(s) attached.*

---

**Regular Board of Commissioners**

**4.**

Meeting Date: 07/17/2017

Retirement Qualls

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Zane Qualls.

---

Attachments

*No file(s) attached.*

---

**Regular Board of Commissioners**

**5.**

Meeting Date: 07/17/2017

Retirement

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Daniel Murrell.

---

Attachments

*No file(s) attached.*

---



**Regular Board of Commissioners**

**6.**

Meeting Date: 07/17/2017

PD SUV Purchase Req

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Authorize staff to purchase three (3) 2017 Ford Police Interceptor SUV's at the state bid price of \$52,000.00 each.

---

Attachments

PD SUV Purchase Req

---



# Shawnee Police Department

**Chief Mason Wilson**

P.O. Box 1448

Shawnee, Oklahoma 74802

Office (405)878-1680 or 1681\*Fax (405)878-1520



TO : Mayor and City Commission  
Justin Erickson, City Manager

FROM : **M. Wilson**  
Chief of Police

SUBJECT : Police Vehicle Purchase Request

DATE : July 6, 2017

Request permission to purchase three (3) 2017 Ford police interceptor SUV's from Defender Supply/Holiday Ford Argyle/ Whitesboro, TX. Vehicles will come fully equipment and can be purchased at State bid pricing of \$52,000.00 each making the total cost \$156,000. Defender is same company last year's vehicles were purchased from and because of their quality of work and fast delivery would like to purchase this fiscal year's vehicle from them again. The vehicles were in the approved budget, however, the original approval was for \$154,000. The increase of \$2000.00 is due to paint and graphic costs rising.

**Regular Board of Commissioners**

**7.**

Meeting Date: 07/17/2017

SEDF TIF

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Consider approval of a professional services agreement with the Center for Economic Development Law to review and possibly update the City's Tax Increment Financing District.

---

Attachments

SEDF TIF Memo

SEDF TIF Engagement Letter

---





Office of the City Manager

**MEMORANDUM**

AGENDA: July 17, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*  
Justin Erickson, City Manager

RE: **Consideration of Agreement with the Center for Economic Development Law**

**SUMMARY AND BACKGROUND**

The City of Shawnee has one tax increment financing district that was established in 2003 to support downtown revitalization efforts (Ordinance 2098). The current district is set to expire at the 15-year mark. Over the last 13 years, the TIF District has generated approximately \$692,000 to help fund streetscape efforts.

With the recent completion of the Downtown Streetscape Project, it is time to reevaluate the TIF District boundaries, purpose, project scope and timing to ensure that City and community goals for downtown revitalization are met. The Center for Economic Development Law assisted the City in 2002-2003, when the District was established and they are the most appropriate firm to assist the City with a potential revision of the District.

The review process will include a review committee established by the City Commission at a future meeting. All taxing jurisdictions will be included and the process will be collaborative and open.

**FINANCIAL CONSIDERATION**

The work is estimated to cost approximately \$30,000 and will be billed in accordance with the firm's billing rate structure. City staff will conduct as much work in-house as possible, helping to stretch available funding. There is around \$36,000 in the City's TIF District fund at present to pay for this work.

**RECOMMENDATION**

Staff recommends approval of the attached agreement with the Center for Economic Development Law.

Attachment



CENTER FOR ECONOMIC  
DEVELOPMENT LAW

James Dan Batchelor  
Leslie V. Batchelor  
Emily K. Pomeroy  
Lisa M. Harden  
Jeff Sabin

301 North Harvey, Suite 100  
Oklahoma City, Oklahoma  
73102-3421

405 232 4606 TELEPHONE  
405 232 5010 FACSIMILE  
www.cconlaw.com

May 18, 2017

Via Email ([jerickson@shawneeok.org](mailto:jerickson@shawneeok.org))

Mr. Justin Erickson  
City Manager  
City of Shawnee  
16 West 9<sup>th</sup> Street  
Shawnee, Oklahoma 74801-6812

RE: Legal Consulting Services for City of Shawnee — Downtown Revitalization

Dear Mr. Erickson:

It was a pleasure to meet you to discuss the City of Shawnee's continuing efforts to revitalize its downtown area. At your request, below is a proposed scope of professional services and potential actions for the preparation of a proposed update to the Shawnee Downtown Revitalization Project Plan ("Project Plan"), possibly including new tax increment financing district(s) or a new project plan and associated tax increment financing district(s) pursuant to the Oklahoma Local Development Act, Title 62 O.S. §850, *et seq.* (the "Act"). The Act authorizes cities to adopt project plans for economic development purposes and provides certain powers for the implementation of those project plans.

#### **I. Assessment and Recommendation of Project Eligibility and Feasibility**

As an initial matter, the Center for Economic Development Law ("CEDL") will assist you in a preliminary assessment and recommendation of the fundamental issues affecting the potential project and determination of threshold questions including whether and what tools of the Act continue to be appropriate. The focus of this effort would be to work with City officials and staff, as well as other interested stakeholders, to build on the existing development strategy for the downtown, and would include discussions with and possibly a presentation to the City Council and other public bodies about the tools of the Act. This evaluation will be undertaken in order to determine whether the benefit potential and practicality appear sufficiently positive for the City to then undertake the formulation, procedural consideration, and adoption of either an update to the Project Plan or the formulation of a new project plan with necessary financing mechanisms, possibly including tax increment financing. This is a critical phase and includes much of the groundwork for the subsequent phases.

If, as we expect, the evaluation appears positive, CEDL will provide the following services to the extent authorized and directed by you.

## **II. Negotiation and Preparation of Initial Agreements and Project Plan Preparation**

Whether updating the Project Plan, or preparing a new project plan, preparation of such document would be undertaken in two parts:

### **A. Schematic Plan Development**

1. *Area Eligibility Report* — Assistance in preparation of an eligibility report, relying on information from City staff and local and state agencies to evaluate the eligibility of the area.
2. *Financial Impact Report* — Assistance in preparation and evaluation of financial impacts, relying on assistance from City staff and other informed or specialized sources.
3. Basic framework of the Project Plan update or new project plan, including:
  - i. Project area;
  - ii. Size and content of increment district(s);
  - iii. Project objectives;
  - iv. Principal project actions;
  - v. Preliminary budget; and
  - vi. Strategic sequencing.

### **B. Final Draft Project Plan and Increment District**

1. Preparation of complete eligibility report;
2. Preparation of complete financial impact report;
3. Preparation of complete project plan and increment district provisions; and
4. Final editing before release for public consideration and approval.

## **III. Official Review and Public Hearings**

This phase will consist of legal advice and consultation with respect to procedures and actions for formal consideration of the proposed Project Plan update or new project plan, including:

- A. Resolution of City Council initiating formal consideration and approval process and establishing review committee;
- B. Presentations to individuals, groups, and public bodies on the proposed plan;



- C. Attendance and preparation at two to three review committee meetings;
- D. Preparation of documents for review committee consideration;
- E. Planning commission presentation and approval documents; and
- F. Presentation at two public City Council hearings on consideration and adoption of the proposed Project Plan update or new project plan associated new increment district(s).

#### **IV. Implementation**

Following adoption of the Project Plan update or new project plan and associated increment district(s), it is vitally important that the implementation steps, procedures, legal auditing, and follow-up assistance take place in order to maximize the achievement of project objectives and to minimize the difficulties of implementation. These steps would generally consist of:

- A. Negotiation and preparation of any economic development agreements;
- B. Advice on administration and financing;
- C. Coordination with involved public officials and entities;
- D. Preparation of implementation checklist; procedural manual, forms, and official action documents; and
- E. Assistance in financial reporting.

Depending on the complexity of the project and the extent to which the City or another public entity assumes responsibility for these activities, the City and CEDL may scope this on-going work separately.

We estimate our fees for the scope of work described above would total approximately \$30,000. In event the project is more complicated than anticipated, or the City desires to retain CEDL's services to assist with negotiation or drafting of development agreements or an implementation policy, the estimate would increase to approximately \$50,000. The actual cost of the services described in this engagement letter will be CEDL's time and expenses in accordance with the current CEDL fee schedule, which is attached. CEDL will submit statements detailing the services provided on a monthly basis. The City or CEDL may terminate services at any time upon thirty (30) days' notice without any further liability except for services provided.

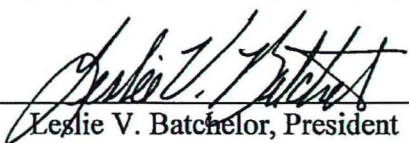
Mr. Justin Erickson  
May 18, 2017  
Page 4

Our mission as a law firm is to assist communities in achieving their economic development objectives, and we look forward to assisting your community by working with you.

By our signature below, we are agreeing to this engagement. If you approve, please execute your acceptance in the space provided and return one original to our office.

Very truly yours,

CENTER FOR ECONOMIC DEVELOPMENT LAW

BY:   
Leslie V. Batchelor, President

ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

THE CITY OF SHAWNEE

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CENTER FOR ECONOMIC DEVELOPMENT LAW**  
**2017 SCHEDULE OF PROFESSIONAL FEES**

**ATTORNEYS:**

|                  |                     |          |
|------------------|---------------------|----------|
| Principals       | Dan Batchelor       | \$300.00 |
|                  | Leslie V. Batchelor | \$275.00 |
| Senior Attorneys | Emily K. Pomeroy    | \$250.00 |
|                  | Lisa M. Harden      | \$250.00 |
| Associate        | Jeff Sabin          | \$200.00 |

**SPECIALISTS:**

|                                 |                   |          |
|---------------------------------|-------------------|----------|
| Development/Planning Consultant | Ian Colgan, AICP  | \$200.00 |
| Financial Analyst/Planner       | Cameron H. Brewer | \$150.00 |
| Senior Legal Assistant          |                   | \$ 95.00 |
| Law Clerk/Legal Intern          |                   | \$ 95.00 |
| Legal Assistant                 |                   | \$ 55.00 |
| Administrative Assistant        |                   | \$ 45.00 |

Reimbursement of actual and reasonable expenses.



**Regular Board of Commissioners**

**8.**

Meeting Date: 07/17/2017

Main Street Streetscape Project

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Consider acceptance of Main Street Streetscape Project and placing maintenance bond into effect.

---

Attachments

Main Street Streetscape Project

---



## MEMORANDUM

---

July 13, 2017

TO: Justin Erickson, City Manager

FROM:

John Krywicki, P.E., City Engineer

**RE: Acceptance of Main Street Streetscape Project (Contract No. COS-PW-14-03) and placing Maintenance Bond into effect.**

### SUMMARY AND BACKGROUND

The Main Street Streetscape Project is 100% completed, and final as-built quantities have been determined and calculated. Final As-Built construction costs are at \$3,468,153.17, which is \$311,781.57 (8.9%) over the original contract bid price. The majority of the cost overrun was due mainly to the additional work that had to be performed on the water main relocation and improvements, and the additional work on the storm sewer piping and structures. Most of the downtown Main Street waterline and storm sewer system had been installed over 80+ years ago, and the City does not have as-built mapping or records of those installations, thus, it was very difficult to have incorporated the things we found during construction into the actual design plans that had been let for bids.

The Contractor (CGC, llc) had completed all the punch list items of work, and the project is ready for acceptance by the Commission. Staff will recommend at the July 17, 2017 City Commission meeting for the Commission to formally accept the Main Street Streetscape Project (Contract No. COS-PW-14-03), thereby, placing the Maintenance Bond into effect, effective July 17, 2017.

Main St. Streetscape Project – Beard St. to Oklahoma Ave.  
COS-PW-14-03

The referenced project is complete and final quantities/costs have been calculated.

The contract cost for the project was \$3,156,371.60 and the actual cost is \$3,468,153.17, a difference of \$311,781.57.

---

The overrun for the construction was due mainly to additional work that had to be performed to the water main improvements as well as improvements to the storm sewer piping and structures. The construction plans and bid were based on historical records and mapping regarding the underground utilities. A large of portion of those utilities were installed over 70 years ago and modified/upgraded over time. Records of some of those upgrades and changes were not adequately recorded and thus were not included in the design process for the project.

  
5-25-17



# CONTRACTOR'S CERTIFICATION

I, Jimmie Wright  
the undersigned, upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due and according to law and that the amount claimed after allowing all just credits, is now due and wholly unpaid, and that I am authorized to make this affidavit, so help me God.

CLAIMANT CGC LLC

BY: Jimmie Wright

Subscribed and sworn to before me this 3rd day

of April 2017

My Commission expires June 11th, 2019

Notary Public:

Jeri Lee Drake  
#03008925  
EXP. 06/11/19  
NOTARY PUBLIC  
STATE OF OKLAHOMA

## ENGINEER'S CERTIFICATION

I certify that I have checked and verified the Estimate

No. \_\_\_\_\_ for the period of \_\_\_\_\_

\_\_\_\_\_, inclusive, that to the best of

my knowledge and belief it is a true and correct statement of work performed and/or materials supplied by the Contractor, that all work and/or materials included in this estimate has been inspected by me and/or my duly authorized representative and that it has been performed and/or supplied in full accordance with the terms and conditions of the Contract.

BY: \_\_\_\_\_

Engineer

I hereby certify that all of the contract requirements as specified under the Labor Standards have been complied with by

\_\_\_\_\_  
as principal contractor and by each sub-contractor employing mechanics and labors at the site of the work, or there is an honest dispute with respect to the required provisions.

BY: \_\_\_\_\_

Title

PROJECT: MAIN ST. STREETSCAPE PROJECT

PAY REQUEST NO. Final

DATE: 4/3/17

PERIOD WORKED: 3/1/17 - 3/31/17

|                                   |                                                |
|-----------------------------------|------------------------------------------------|
| Original Contract Amount          | \$3156371.60                                   |
| Total Additions                   | \$324407.59                                    |
| Total Deductions                  | \$                                             |
| Contract as Revised to Date       | \$3480799.19                                   |
| Total Amount of Work Done to Date | <del>\$3480799.19</del><br><u>3,468,153.17</u> |
| Materials on Hand                 | <del>\$0</del><br><u>3,468,153.17</u>          |
| Total Work and Materials          | <del>\$3480779.19</del>                        |
| Amount Retained ( 0 ) Per Cent    | <del>\$0</del><br><u>3,468,153.17</u>          |
| Balance                           | <del>\$3480799.19</del>                        |
| Less Previous Payments            | <del>\$3212797.48</del><br><u>87</u>           |
| Amount Due on Contract Estimate   | <del>\$267981.71</del><br><u>255,355.70</u>    |
| Days Allowed in Contract          | 300                                            |
| Days Consumed This Estimate       | 15                                             |
| Days Previously Consumed          | 359                                            |
| Total Days Consumed to Date       | 374                                            |
| Days Remaining in Contract        | 0                                              |
| Remarks:                          |                                                |
|                                   |                                                |
|                                   |                                                |
|                                   |                                                |
|                                   |                                                |
|                                   |                                                |
|                                   |                                                |
|                                   |                                                |
|                                   |                                                |
|                                   |                                                |

APPROVED FOR PAYMENT

X [Signature]

*Handwritten:* 5-25-17

| ITEM NO | DESCRIPTION OF ITEM                                         | UNIT | ESTIMATED<br>QUANTITIES | TOTAL WORK<br>DONE THIS<br>ESTIMATE | TOTAL WORK<br>DONE<br>PREVIOUS<br>ESTIMATE | TOTAL WORK<br>DONE ON<br>CONTRACT | CONTRACT PRICE | AMOUNT |            |
|---------|-------------------------------------------------------------|------|-------------------------|-------------------------------------|--------------------------------------------|-----------------------------------|----------------|--------|------------|
| 619     | Remove Sidewalk                                             | S.Y. | 5308                    |                                     | 5874.24                                    | 5874.24                           | \$ 10.00       | \$     | 58,742.40  |
| 619     | Remove Tree                                                 | EA.  | 26                      |                                     | 41                                         | 41                                | \$ 600.00      | \$     | 24,600.00  |
| 619     | Remove & Reset Trash Cans                                   | EA.  | 13                      | 8.5                                 | 8.5                                        | 17                                | \$ 360.00      | \$     | 6,120.00   |
| 619     | Remove Bench                                                | EA.  | 9                       |                                     | 11                                         | 11                                | \$ 312.50      | \$     | 3,437.50   |
| 610     | 4" P.C. Concrete Sidewalk                                   | S.Y. | 4647                    |                                     | 4932.3                                     | 4932.3                            | \$ 53.00       | \$     | 261,411.90 |
| 610     | Brick Sidewalk Border                                       | S.Y. | 1649                    |                                     | 1716.44                                    | 1716.44                           | \$ 68.00       | \$     | 116,717.92 |
| 610     | Granite Sidewalk                                            | S.F. | 60                      |                                     | 228                                        | 228                               | \$ 40.00       | \$     | 9,120.00   |
| 610     | Remove & Reset Granite Sidewalk                             | S.F. | 70                      |                                     | 0                                          | 0                                 | \$ 43.00       | \$     | -          |
| 610     | Concrete Sidewalk Curb Ramp (Standard)                      | EA.  | 53                      |                                     | 52                                         | 52                                | \$ 1,325.00    | \$     | 68,900.00  |
| 610     | Concrete Sidewalk Curb Ramp (Custom)                        | EA.  | 1                       |                                     | 0                                          | 0                                 | \$ 7,875.00    | \$     | -          |
| SPEC.   | Steel Roof Drains                                           | L.F. | 26                      |                                     | 279                                        | 279                               | \$ 150.00      | \$     | 41,850.00  |
| 402     | Traffic Bound Surface Course Type E                         | Ton  | 50                      |                                     | 270                                        | 270                               | \$ 61.00       | \$     | 16,470.00  |
| 804     | Pole Foundation (Concrete 18"x48")                          | EA.  | 30                      |                                     | 30                                         | 30                                | \$ 825.00      | \$     | 24,750.00  |
| 804     | Pole Foundation (Concrete 24"x60")                          | EA.  | 16                      |                                     | 16                                         | 16                                | \$ 929.50      | \$     | 14,872.00  |
| 803     | Deep Connection Box (OG&E #1015200)                         | EA.  | 66                      |                                     | 66                                         | 66                                | \$ 539.00      | \$     | 35,574.00  |
| 802(B)  | 2" PVC Sch. 40 Plastic Conduit (Street Lighting)(Trenched)  | L.F. | 4000                    |                                     | 4014                                       | 4014                              | \$ 6.00        | \$     | 24,084.00  |
| 802(B)  | 2" PVC Sch. 40 Plastic Conduit (Planter Lighting)(Trenched) | L.F. | 2400                    |                                     | 3309                                       | 3309                              | \$ 6.00        | \$     | 19,854.00  |
| SPEC.   | Bike Rack                                                   | EA.  | 20                      |                                     | 20                                         | 20                                | \$ 625.00      | \$     | 12,500.00  |
| 221     | Erosion Control                                             | L.S. | 1                       |                                     | 1                                          | 1                                 | \$ 5,312.50    | \$     | 5,312.50   |
| 641     | Mobilization                                                | L.S. | 1                       |                                     | 1                                          | 1                                 | \$ 130,000.00  | \$     | 130,000.00 |
| 642     | Construction Staking                                        | L.S. | 1                       |                                     | 1                                          | 1                                 | \$ 50,000.00   | \$     | 50,000.00  |
| SPEC.   | Plywood Walkways                                            | L.S. | 1                       |                                     | 1                                          | 1                                 | \$ 5,000.00    | \$     | 5,000.00   |
| 802(B)  | 2" PVC Sch. 40 Plastic Conduit (Traffic)(Trenched)          | L.F. | 450                     |                                     | 1050                                       | 1050                              | \$ 8.00        | \$     | 8,400.00   |



|         |                                                       |      |      |  |      |      |             |              |
|---------|-------------------------------------------------------|------|------|--|------|------|-------------|--------------|
| 802(B)  | 3" PVC Sch. 40 Plastic Conduit<br>(Traffic)(Trenched) | L.F. | 1250 |  | 1581 | 1581 | \$ 11.00    | \$ 17,391.00 |
| 809(A)  | Roadway Luminaire                                     | EA.  | 4    |  | 4    | 4    | \$ 1,892.00 | \$ 7,568.00  |
| 830     | Pedestrian Push Button                                | EA.  | 8    |  | 8    | 8    | \$ 1,320.00 | \$ 10,560.00 |
| 850 (A) | Sheet Aluminum Signs                                  | S.F. | 257  |  | 257  | 257  | \$ 12.50    | \$ 3,212.50  |
| 850 (A) | Handicap Sign Assembly                                | EA.  | 12   |  | 12   | 12   | \$ 1,062.50 | \$ 12,750.00 |
| 855 (A) | Traffic Stripe (Multi Polymer)<br>(4" Wide) (White)   | L.F. | 3550 |  | 3954 | 3954 | \$ 1.90     | \$ 7,512.60  |
| 855 (B) | Traffic Symbols (Handicap<br>Parking)                 | EA.  | 12   |  | 12   | 12   | \$ 62.50    | \$ 750.00    |
| 231     | Rose Creek' Abelia (GAL. 3)                           | EA.  | 19   |  | 19   | 19   | \$ 25.00    | \$ 475.00    |
| 231     | Crimson Pygmy' Barberry<br>(gal. 3)                   | EA.  | 11   |  | 11   | 11   | \$ 38.00    | \$ 418.00    |
| 231     | Wintergreen' Boxwood (gal.<br>3)                      | EA.  | 30   |  | 30   | 30   | \$ 23.00    | \$ 690.00    |
| 231     | Feather Reed Grass (gal. 5)                           | EA.  | 53   |  | 53   | 53   | \$ 40.00    | \$ 2,120.00  |
| 231     | Elaeagnus (gal. 5)                                    | EA.  | 19   |  | 19   | 19   | \$ 33.00    | \$ 627.00    |
| 231     | Purpleleaf Wintercreeper<br>(gal. 1)                  | EA.  | 143  |  | 143  | 143  | \$ 8.00     | \$ 1,144.00  |
| 231     | Red Yucca (gal. 5)                                    | EA.  | 16   |  | 16   | 16   | \$ 35.00    | \$ 560.00    |
| 231     | Carissa' Holly (gal. 3)                               | EA.  | 51   |  | 51   | 51   | \$ 25.00    | \$ 1,275.00  |
| 231     | Dwarf Yaupon Holly (gal. 3)                           | EA.  | 115  |  | 115  | 115  | \$ 23.00    | \$ 2,645.00  |
| 231     | Saybrook Gold' Juniper (gal.<br>5)                    | EA.  | 17   |  | 17   | 17   | \$ 50.00    | \$ 850.00    |
| 231     | Sea Green' Juniper (gal. 5)                           | EA.  | 5    |  | 5    | 5    | \$ 63.00    | \$ 315.00    |
| 231     | Blue Pacific' Juniper (gal. 3)                        | EA.  | 108  |  | 108  | 108  | \$ 25.00    | \$ 2,700.00  |
| 231     | Blue Rug' Juniper (gal. 3)                            | EA.  | 32   |  | 32   | 32   | \$ 38.00    | \$ 1,216.00  |
| 231     | Mini Arcadia' Juniper (gal. 5)                        | EA.  | 22   |  | 22   | 22   | \$ 25.00    | \$ 550.00    |
| 231     | Skandia' Juniper (gal. 5)                             | EA.  | 11   |  | 11   | 11   | \$ 38.00    | \$ 418.00    |
| 231     | Grey Owl' Juniper (gal. 5)                            | EA.  | 36   |  | 36   | 36   | \$ 38.00    | \$ 1,368.00  |
| 231     | Pokomoke' Crape myrtle (gal.<br>5)                    | EA.  | 35   |  | 35   | 35   | \$ 40.00    | \$ 1,400.00  |
| 231     | Big Blue' Liriope (gal. 1)                            | EA.  | 622  |  | 622  | 622  | \$ 7.50     | \$ 4,665.00  |



|        |                                                           |      |       |  |                 |                     |              |                 |
|--------|-----------------------------------------------------------|------|-------|--|-----------------|---------------------|--------------|-----------------|
| 231    | Variegata' Liriope (gal. 1)                               | EA.  | 267   |  | 160             | 160                 | \$ 7.50      | \$ 1,200.00     |
| 231    | Maiden Grass (gal. 5)                                     | EA.  | 5     |  | 5               | 5                   | \$ 25.00     | \$ 125.00       |
| 231    | Firepower' Nanadina (gal. 3)                              | EA.  | 37    |  | 37              | 37                  | \$ 30.00     | \$ 1,110.00     |
| 231    | Flirt' Nandina (gal. 3)                                   | EA.  | 9     |  | 9               | 9                   | \$ 30.00     | \$ 270.00       |
| 231    | Gulfstream' Nandina (gal. 3)                              | EA.  | 84    |  | 84              | 84                  | \$ 30.00     | \$ 2,520.00     |
| 231    | Mondo Grass (gal. 1)                                      | EA.  | 431   |  | 431             | 431                 | \$ 7.50      | \$ 3,232.50     |
| 231    | Hamel' Grass (gal. 3)                                     | EA.  | 99    |  | 99              | 99                  | \$ 22.50     | \$ 2,227.50     |
| 231    | Pinkie' Indian Hawthorn (gal. 5)                          | EA.  | 12    |  | 12              | 12                  | \$ 32.50     | \$ 390.00       |
| SPEC.  | Taxodium Disticum, Shawnee Brave Tree (3 1/2" - 4" Cal.)  | EA.  | 10    |  | 10              | 10                  | \$ 730.00    | \$ 7,300.00     |
| SPEC.  | Pistacia Chinensis, (3 1/2" - 4" Cal.)                    | EA.  | 10    |  | 10              | 10                  | \$ 658.00    | \$ 6,580.00     |
| SPEC.  | Tree Grate (60"x60")                                      | EA.  | 20    |  | 20              | 20                  | \$ 4,575.00  | \$ 91,500.00    |
| SPEC.  | Landscaping Irrigation System (Solar Powered)             | EA.  | 5     |  | 5               | 5                   | \$ 12,000.00 | \$ 60,000.00    |
| 802(B) | 2 1/2" PVC Sch. 40 Plastic Conduit (Irrigation)(Trenched) | L.F. | 2500  |  | 3227            | 3227                | \$ 8.80      | \$ 28,397.60    |
| 802(B) | 4" PVC Sch. 40 Plastic Conduit (Irrigation)(Trenched)     | L.F. | 600   |  | 1132            | 1132                | \$ 13.20     | \$ 14,942.40    |
|        |                                                           |      |       |  | Total Participa | Total Participating |              | \$ 1,240,691.32 |
|        |                                                           |      |       |  | 0               |                     |              |                 |
| 619    | Remove Pavement                                           | S.Y. | 14000 |  | 15005           | 15005               | \$ 8.00      | \$ 120,040.00   |
| 619    | Remove Storm Sewer Inlet                                  | EA.  | 45    |  | 45              | 45                  | \$ 375.00    | \$ 16,875.00    |
| 619    | Remove Storm Sewer Manhole                                | EA.  | 9     |  | 12              | 12                  | \$ 765.00    | \$ 9,180.00     |
| 619    | Remove 8" Storm Sewer Pipe                                | L.F. | 262   |  | 662             | 662                 | \$ 9.50      | \$ 6,289.00     |
| 619    | Remove 12" Storm Sewer Pipe                               | L.F. | 569   |  | 212             | 212                 | \$ 8.30      | \$ 1,759.60     |
| 619    | Remove 15" Storm Sewer Pipe                               | L.F. | 19    |  | 70              | 70                  | \$ 56.00     | \$ 3,920.00     |

|     |                                       |      |       |  |                    |                    |    |           |    |                       |
|-----|---------------------------------------|------|-------|--|--------------------|--------------------|----|-----------|----|-----------------------|
| 619 | Remove 18" Storm Sewer Pipe           | L.F. | 244   |  | 257                | 257                | \$ | 10.25     | \$ | 2,634.25              |
| 619 | Remove 36" Storm Sewer Pipe           | L.F. | 80    |  | 97                 | 97                 | \$ | 31.25     | \$ | 3,031.25              |
| 414 | 8" Concrete Paving                    | S.Y. | 8835  |  | <del>9849.98</del> | <del>9849.98</del> | \$ | 56.75     | \$ | <del>558,986.37</del> |
| 414 | 8" Concrete Paving (Colored)(Stamped) | S.Y. | 2630  |  | <del>2677.2</del>  | <del>2677.2</del>  | \$ | 64.50     | \$ | <del>172,679.40</del> |
| 609 | 6" Integral Curb                      | L.F. | 5996  |  | 5930               | 5930               | \$ | 5.50      | \$ | 32,615.00             |
| 307 | 10" CKD Subgrade                      | S.Y. | 13000 |  | 13000              | 13000              | \$ | 10.00     | \$ | 130,000.00            |
| 202 | Select Borrow                         | C.Y. | 1850  |  | 0                  | 0                  | \$ | 15.00     | \$ | -                     |
| 202 | Unclassified Excavation               | C.Y. | 300   |  | 300                | 300                | \$ | 13.50     | \$ | 4,050.00              |
| 613 | 18" RCP                               | L.F. | 1256  |  | 1501               | 1501               | \$ | 95.65     | \$ | 143,570.65            |
| 613 | 36" RCP                               | L.F. | 80    |  | 112                | 112                | \$ | 165.00    | \$ | 18,480.00             |
| 611 | 3'x5'x2' Blind Junction Box           | EA.  | 1     |  | 1                  | 1                  | \$ | 5,400.00  | \$ | 5,400.00              |
| 611 | Spec. CICI Inlet (Design #2)          | EA.  | 1     |  | 1                  | 1                  | \$ | 7,750.00  | \$ | 7,750.00              |
| 611 | CICI Inlet (Des 2-0)                  | EA.  | 32    |  | 32                 | 32                 | \$ | 4,059.00  | \$ | 129,888.00            |
| 611 | 4' Dia Storm Sewer Manhole            | EA.  | 13    |  | 19                 | 19                 | \$ | 2,600.00  | \$ | 49,400.00             |
| 612 | Adjust Manhole to Grade               | EA.  | 1     |  | 1                  | 1                  | \$ | 940.00    | \$ | 940.00                |
| 616 | 14" Waterline (PVC)                   | L.F. | 122   |  | 90                 | 90                 | \$ | 122.00    | \$ | 10,980.00             |
| 616 | 12" Waterline (PVC)                   | L.F. | 2050  |  | 1982               | 1982               | \$ | 63.00     | \$ | 124,866.00            |
| 616 | 6" Waterline (PVC)                    | L.F. | 388   |  | 523                | 523                | \$ | 30.00     | \$ | 15,690.00             |
| 616 | 4" Waterline (PVC)                    | L.F. | 10    |  | 89                 | 89                 | \$ | 1,000.00  | \$ | 89,000.00             |
| 616 | Fire Hydrant Assembly                 | EA.  | 5     |  | 5                  | 5                  | \$ | 3,700.00  | \$ | 18,500.00             |
| 616 | 14"x14" Tapping Sleeve                | EA.  | 2     |  | 1                  | 1                  | \$ | 7,625.00  | \$ | 7,625.00              |
| 616 | 12"x12" Tapping Sleeve                | EA.  | 2     |  | 2                  | 2                  | \$ | 4,000.00  | \$ | 8,000.00              |
| 616 | 10"x10" Tapping Sleeve                | EA.  | 1     |  | 0                  | 0                  | \$ | 2,775.00  | \$ | -                     |
| 616 | 6"x6" Tapping Sleeve                  | EA.  | 5     |  | 4                  | 4                  | \$ | 1,200.00  | \$ | 4,800.00              |
| 616 | 4"x4" Tapping Sleeve                  | EA.  | 2     |  | 6                  | 6                  | \$ | 1,156.25  | \$ | 6,937.50              |
| 616 | 14" Tapping Valve & Box               | EA.  | 2     |  | 1                  | 1                  | \$ | 10,550.00 | \$ | 10,550.00             |
| 616 | 12" Tapping Valve & Box               | EA.  | 2     |  | 2                  | 2                  | \$ | 3,800.00  | \$ | 7,600.00              |
| 616 | 10" Tapping Valve & Box               | EA.  | 1     |  | 0                  | 0                  | \$ | 3,700.00  | \$ | -                     |
| 616 | 6" Tapping Valve & Box                | EA.  | 5     |  | 4                  | 4                  | \$ | 1,410.00  | \$ | 5,640.00              |
| 616 | 4" Tapping Valve & Box                | EA.  | 2     |  | 6                  | 6                  | \$ | 1,237.50  | \$ | 7,425.00              |
| 616 | 14" Gate Valve & Box                  | EA.  | 2     |  | 1                  | 1                  | \$ | 9,800.00  | \$ | 9,800.00              |
| 616 | 12" Gate Valve & Box                  | EA.  | 12    |  | 11                 | 11                 | \$ | 2,862.50  | \$ | 31,487.50             |
| 616 | 6" Gate Valve & Box                   | EA.  | 13    |  | 11                 | 11                 | \$ | 1,078.00  | \$ | 11,858.00             |
| 616 | 14"x12" Cross                         | EA.  | 1     |  | 1                  | 1                  | \$ | 2,470.00  | \$ | 2,470.00              |
| 616 | 12"x12" Cross                         | EA.  | 1     |  | 1                  | 1                  | \$ | 1,267.00  | \$ | 1,267.00              |

549,517.63

169,522.13



|        |                              |      |    |     |     |    |          |    |           |
|--------|------------------------------|------|----|-----|-----|----|----------|----|-----------|
| 616    | 12"x6" Cross                 | EA.  | 3  | 3   | 3   | \$ | 470.75   | \$ | 1,412.25  |
| 616    | 12"x4" Cross                 | EA.  | 1  | 1   | 1   | \$ | 476.25   | \$ | 476.25    |
| 616    | 14"x14" Tee                  | EA.  | 2  | 1   | 1   | \$ | 952.50   | \$ | 952.50    |
| 616    | 12"x12" Tee                  | EA.  | 2  | 2   | 2   | \$ | 558.00   | \$ | 1,116.00  |
| 616    | 12"x10" Tee                  | EA.  | 1  | 1   | 1   | \$ | 627.75   | \$ | 627.75    |
| 616    | 12"x6" Tee                   | EA.  | 6  | 6   | 6   | \$ | 375.00   | \$ | 2,250.00  |
| 616    | 6"x6" Tee                    | EA.  | 5  | 4   | 4   | \$ | 265.50   | \$ | 1,062.00  |
| 616    | 6"x4" Tee                    | EA.  | 2  | 4   | 4   | \$ | 201.00   | \$ | 804.00    |
| 616    | 4"x45° Bend                  | EA.  | 1  | 8   | 8   | \$ | 96.00    | \$ | 768.00    |
| 616    | 12"x45° Bend                 | EA.  | 2  | 12  | 12  | \$ | 284.00   | \$ | 3,408.00  |
| 616    | 6"x22 1/2° Bend              | EA.  | 12 | 28  | 28  | \$ | 90.00    | \$ | 2,520.00  |
| 616    | 12"x22 1/2° Bend             | EA.  | 8  | 4   | 4   | \$ | 274.00   | \$ | 1,096.00  |
| 616    | 14"x22 1/2° Bend             | EA.  | 4  | 2   | 2   | \$ | 468.00   | \$ | 936.00    |
| 616    | 12"x6" Reducer               | EA.  | 1  | 1   | 1   | \$ | 207.00   | \$ | 207.00    |
| 616    | 14" Cap                      | EA.  | 2  | 2   | 2   | \$ | 222.00   | \$ | 444.00    |
| 616    | 12" Cap                      | EA.  | 3  | 7   | 7   | \$ | 149.00   | \$ | 1,043.00  |
| 616    | 6" Cap                       | EA.  | 7  | 14  | 14  | \$ | 220.00   | \$ | 3,080.00  |
| 616    | 14" Plug                     | EA.  | 4  | 1   | 1   | \$ | 367.50   | \$ | 367.50    |
| 616    | 12" Plug                     | EA.  | 10 | 12  | 12  | \$ | 165.00   | \$ | 1,980.00  |
| 616    | 10" Plug                     | EA.  | 2  | 2   | 2   | \$ | 182.00   | \$ | 364.00    |
| 616    | 6" Plug                      | EA.  | 10 | 4   | 4   | \$ | 63.75    | \$ | 255.00    |
| 616    | 4" Plug                      | EA.  | 4  | 24  | 24  | \$ | 44.00    | \$ | 1,056.00  |
| 616    | 6" Solid Sleeve              | EA.  | 1  | 0   | 0   | \$ | 119.00   | \$ | -         |
| 616    | 4" Solid Sleeve              | EA.  | 2  | 0   | 0   | \$ | 89.50    | \$ | -         |
| 616    | 14" Megalug                  | EA.  | 22 | 14  | 14  | \$ | 302.00   | \$ | 4,228.00  |
| 616    | 12" Megalug                  | EA.  | 69 | 88  | 88  | \$ | 186.00   | \$ | 16,368.00 |
| 616    | 10" Megalug                  | EA.  | 4  | 4   | 4   | \$ | 169.25   | \$ | 677.00    |
| 616    | 6" Megalug                   | EA.  | 78 | 119 | 119 | \$ | 70.35    | \$ | 8,371.65  |
| 616    | 4" Megalug                   | EA.  | 14 | 31  | 31  | \$ | 93.45    | \$ | 2,896.95  |
| 616    | Single Short Service         | EA.  | 3  | 3   | 3   | \$ | 1,708.00 | \$ | 5,124.00  |
| 616    | Remove & Reset Water Meter   | EA.  | 3  | 3   | 3   | \$ | 1,125.00 | \$ | 3,375.00  |
| 619    | Remove 12" Plug              | EA.  | 2  | 2   | 2   | \$ | 937.50   | \$ | 1,875.00  |
| 619    | Remove Valve Box             | EA.  | 18 | 18  | 18  | \$ | 417.00   | \$ | 7,506.00  |
| 619    | Remove Fire Hydrant Assembly | EA.  | 5  | 7   | 7   | \$ | 1,875.00 | \$ | 13,125.00 |
| 612    | Adjust to Grade Valve Box    | EA.  | 1  | 1   | 1   | \$ | 562.50   | \$ | 562.50    |
| 616    | Testing & Disinfection       | L.S. | 1  | 1   | 1   | \$ | 7,937.50 | \$ | 7,937.50  |
| 803(A) | Pull Box (Size I)            | EA.  | 15 | 15  | 15  | \$ | 566.50   | \$ | 8,497.50  |



|         |                                          |      |      |      |      |              |              |
|---------|------------------------------------------|------|------|------|------|--------------|--------------|
| 803(A)  | Pull Box (Size II)                       | EA.  | 5    | 8    | 8    | \$ 649.00    | \$ 5,192.00  |
| 804(A)  | Structural Concrete                      | C.Y. | 12   | 12   | 12   | \$ 704.00    | \$ 8,448.00  |
| 804(B)  | Reinforcing Steel                        | LBS. | 1800 | 1800 | 1800 | \$ 2.20      | \$ 3,960.00  |
| 805(A)  | Removal of Traffic Signal Equipment      | L.S. | 1    | 1    | 1    | \$ 23,485.00 | \$ 23,485.00 |
| 806(A)  | 32' MH Pole, 25' TS & 10' LMA (G.STL.)   | EA.  | 2    | 2    | 2    | \$ 11,572.00 | \$ 23,144.00 |
| 806(A)  | 32' MH Pole, 35' TS & 10' LMA (G.STL.)   | EA.  | 2    | 2    | 2    | \$ 20,317.00 | \$ 40,634.00 |
| 806(B)  | 10' MTG. HT. TS PED Pole (G.STL.)        | EA.  | 4    | 4    | 4    | \$ 1,721.50  | \$ 6,886.00  |
| 810(A)  | Service Pole                             | EA.  | 1    | 1    | 1    | \$ 1,078.00  | \$ 1,078.00  |
| 811     | 1/C No. 6 Elect. Cond.                   | L.F. | 200  | 200  | 200  | \$ 2.20      | \$ 440.00    |
| 811     | 1/C No. 10 Elect. Cond.                  | L.F. | 1120 | 1120 | 1120 | \$ 1.10      | \$ 1,232.00  |
| 825     | Traffic Signal Controller Assembly       | EA.  | 1    | 1    | 1    | \$ 29,315.00 | \$ 29,315.00 |
| 828     | Detection System (Video)                 | L.S. | 1    | 1    | 1    | \$ 33,000.00 | \$ 33,000.00 |
| 831     | 1Way3Sec. Adj. Sig. Hd. S-6              | EA.  | 8    | 8    | 8    | \$ 649.00    | \$ 5,192.00  |
| 831     | 1Way4Sec. Adj. Sig. Hd. S-16             | EA.  | 2    | 2    | 2    | \$ 858.00    | \$ 1,716.00  |
| 831     | 1Way2Sec. Adj. Ped. Sig. Hd. S-20        | EA.  | 8    | 8    | 8    | \$ 561.00    | \$ 4,488.00  |
| 833     | Backplate                                | EA.  | 10   | 10   | 10   | \$ 110.00    | \$ 1,100.00  |
| 834(A)  | 5/C Traffic Signal Electrical Cable      | L.F. | 1140 | 1140 | 1140 | \$ 2.20      | \$ 2,508.00  |
| 834(A)  | 7/C Traffic Signal Electrical Cable      | L.F. | 250  | 250  | 250  | \$ 3.30      | \$ 825.00    |
| 834(A)  | 21/C Traffic Signal Electrical Cable     | L.F. | 700  | 700  | 700  | \$ 5.50      | \$ 3,850.00  |
| 834(B)  | 2/C Shielded Loop Detector Lead-In Cable | L.F. | 50   | 0    | 0    | \$ 1.10      | \$ -         |
| 840(A)  | E.P.S. Optical Emitter                   | EA.  | 1    | 1    | 1    | \$ 770.00    | \$ 770.00    |
| 840(B)  | E.P.S. Optical Detector                  | EA.  | 4    | 4    | 4    | \$ 506.00    | \$ 2,024.00  |
| 840 (C) | E.P.S. Optical Detector Cable            | L.F. | 950  | 950  | 950  | \$ 1.65      | \$ 1,567.50  |
| 840(D)  | E.P.S. 2 Channel Phase Selector          | EA.  | 2    | 2    | 2    | \$ 1,375.00  | \$ 2,750.00  |

|         |                                                   |      |      |               |                         |              |                         |
|---------|---------------------------------------------------|------|------|---------------|-------------------------|--------------|-------------------------|
| 850 (C) | Mast Arm Mounted Signs (Alum.)                    | S.F. | 57   | 57            | 57                      | \$ 49.50     | \$ 2,821.50             |
| 850 (A) | Stop Sign Assembly                                | EA.  | 20   | 20            | 20                      | \$ 1,312.50  | \$ 26,250.00            |
| 850 (A) | Speed Limit Sign Assembly                         | EA.  | 4    | 4             | 4                       | \$ 937.50    | \$ 3,750.00             |
| 855 (A) | Traffic Stripe (Multi Polymer) (24" Wide) (White) | L.F. | 328  | 332           | 332                     | \$ 6.30      | \$ 2,091.60             |
| 855 (A) | Traffic Stripe (Multi Polymer) (4" Wide) (Yellow) | L.F. | 3110 | 3338          | 3338                    | \$ 1.90      | \$ 6,342.20             |
| 855 (B) | Traffic Stripe (Multi Polymer) (Arrows) (White)   | EA.  | 4    | 4             | 4                       | \$ 250.00    | \$ 1,000.00             |
| 880 (J) | Traffic Control                                   | L.S. | 1    | 1             | 1                       | \$ 30,000.00 | \$ 30,000.00            |
|         |                                                   |      |      | Total Non par | Total Non participating | \$           | <del>2,174,613.67</del> |
|         | C/O # 1                                           |      |      | 0             |                         |              |                         |
| 1       | 8" Water line                                     | L.F. | 54   | 54            | 54                      | \$ 45.00     | \$ 2,430.00             |
| 2       | 8" Mega lug                                       | E.A. | 6    | 6             | 6                       | \$ 145.00    | \$ 870.00               |
| 3       | 8" x 8" tapping sleeve                            | E.A. | 1    | 1             | 1                       | \$ 1,950.00  | \$ 1,950.00             |
| 4       | Tapping valve & box                               | E.A. | 1    | 1             | 1                       | \$ 2,900.00  | \$ 2,900.00             |
| 5       | 8" gate valve & box                               | E.A. | 1    | 1             | 1                       | \$ 1,800.00  | \$ 1,800.00             |
| 6       | 8" x 8" tee                                       | E.A. | 1    | 1             | 1                       | \$ 400.00    | \$ 400.00               |
|         |                                                   |      |      | 0             |                         |              |                         |
|         | C/O # 1 TOTALS                                    |      |      | 0             |                         | \$           | 10,350.00               |
|         |                                                   |      |      | 0             |                         |              |                         |
|         | C/O # 3                                           |      |      | 0             |                         |              |                         |
| 1       | 8" cap                                            | E.A. | 2    | 2             | 2                       | \$ 2,775.00  | \$ 5,550.00             |
| 2       | 10" solid sleeve                                  | E.A. | 2    | 2             | 2                       | \$ 340.00    | \$ 680.00               |
| 3       | 8" mega-lug                                       | E.A. | 2    | 2             | 2                       | \$ 145.00    | \$ 290.00               |
|         |                                                   |      |      | 0             |                         |              |                         |
|         | c/o3 total                                        |      |      | 0             |                         | \$ 3,260.00  | \$ 6,520.00             |
|         |                                                   |      |      | 0             |                         |              |                         |
|         | C/O # 5                                           |      |      | 0             |                         |              |                         |
| 1       | 14" Gear Valves                                   | E.A. | 2    | 2             | 2                       | \$ 3,900.00  | \$ 7,800.00             |
| 2       | 6" Gear Valves                                    | E.A. | 2    | 2             | 2                       | \$ 3,175.00  | \$ 6,350.00             |
| 3       | 1" Electrical Drip Valves                         | E.A. | 10   | 10            | 10                      | \$ 650.00    | \$ 6,500.00             |
| 4       | Extra Staking                                     | L.S. | 1    | 1             | 1                       | \$ 4,750.00  | \$ 4,750.00             |
|         |                                                   |      |      | 0             |                         |              |                         |

2,161,987.65



|   |                          |      |    |    |    |                        |             |                                      |
|---|--------------------------|------|----|----|----|------------------------|-------------|--------------------------------------|
|   | C/O # 5 TOTALS           |      |    | 0  |    |                        | \$          | 25,400.00                            |
|   |                          |      |    | 0  |    |                        |             |                                      |
|   | C/O # 6                  |      |    | 0  |    |                        |             |                                      |
| 1 | trash cans               | E.A. | 17 | 17 | 17 | \$                     | 265.00      | \$ 4,505.00                          |
|   |                          |      |    | 0  |    |                        |             |                                      |
|   | TESTING                  | L.S. | 1  | 1  | 1  | \$                     | 18,699.20   | \$ 18,699.20                         |
|   |                          |      |    | 0  |    |                        |             |                                      |
|   | Materials on Hand # 1    | L.S. | 1  | 1  | 1  | \$                     | 75,638.00   | \$ 75,638.00                         |
|   | Materials on Hand # 2    | L.S. | 1  | 1  | 1  | \$                     | 65,711.34   | \$ 65,711.34                         |
|   | minus material paid # 1  | L.S. | -1 | -1 | -1 | \$                     | (75,638.00) | \$ (75,638.00)                       |
|   | minus materials paid # 2 | L.S. | -1 | -1 | -1 | \$                     | (20,000.00) | \$ (20,000.00)                       |
|   | minus materials paid # 2 | L.S. | -1 | -1 | -1 | \$                     | (15,000.00) | \$ (15,000.00)                       |
|   | minus materials paid # 2 | L.S. | -1 | -1 | -1 | \$                     | (30,711.34) | \$ (30,711.34)                       |
|   | Materials on Hand # 3    | L.S. | 1  | 1  | 1  | \$                     | 55,000.00   | \$ 55,000.00                         |
|   | minus materials paid # 3 | L.S. | -1 | -1 | -1 | \$                     | (20,000.00) | \$ (20,000.00)                       |
|   | minus materials paid # 3 | L.S. | -1 | -1 | -1 | \$                     | (35,000.00) | \$ (35,000.00)                       |
|   | Materials on Hand # 4    | L.S. | 1  | 1  | 1  | \$                     | 13,925.34   | \$ 13,925.34                         |
|   | minus material paid # 4  | L.S. | -1 | -1 | -1 | \$                     | (13,925.34) | \$ (13,925.34)                       |
|   | Materials on Hand # 5    | L.S. | 1  | 1  | 1  | \$                     | 27,000.00   | \$ 27,000.00                         |
|   | minus material paid # 5  | LS   | -1 | -1 | -1 | \$                     | (10,000.00) | \$ (10,000.00)                       |
|   | minus material paid # 5  | LS   | -1 | -1 | -1 | \$                     | (17,000.00) | \$ (17,000.00)                       |
|   | TOTAL                    |      |    |    |    |                        | \$          | .                                    |
|   | For March-17             |      |    |    |    |                        |             |                                      |
|   |                          |      |    |    |    | Total due on Contract  | \$          | <del>3,480,779.19</del> 3,468,153.17 |
|   |                          |      |    |    |    | Less retainage 5%      | \$          | 0                                    |
|   |                          |      |    |    |    | Less Previous Payments | \$          | <del>3,303,833.22</del> 3,212,797.47 |
|   |                          |      |    |    |    | Total due on Contract  | \$          | <del>176,945.97</del> 255,355.70     |



**Regular Board of Commissioners**

**9.**

Meeting Date: 07/17/2017

Sales Tax Rpt

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received July 2017.

---

Attachments

Sales Tax Rpt

---



Date: July 13, 2017  
TO: Mayor and Commissioners  
From: Cynthia S. Arnold, Finance Director *CSA*  
Subject: July sales tax and use tax collections

---

***Sales Tax Collections:***

July deposit for sales tax was \$1,537,860 which will be divided among the following funds:

|                       |              |
|-----------------------|--------------|
| General               | \$ 1,025,240 |
| Capital Improvements  | \$ 198,640   |
| Street Fund           | \$ 224,271   |
| Economic Development  | \$ 25,631    |
| Police Sales Tax Fund | \$ 32,039    |
| Fire Sales Tax Fund   | \$ 32,039    |

Compared to July 2016 we were up \$62,340 or 4.22%. Great start to the new year but we all know that sales tax can be up one month and down the next, so we need to remember to Shop Shawnee!!!

Use tax deposit in July was \$128,540 up last year \$22,165 or 22%.

With the additional remittance of sales tax from Amazon the trend so far is about \$25,000 a month in additional sales tax.

Comparison of Sales Tax:

|                     | August 2014 | August 2015 | August 2016  | Increase        | (Decrease) |
|---------------------|-------------|-------------|--------------|-----------------|------------|
|                     | through     | through     | through      | Over Prior Year |            |
| Month               | July 2015   | July 2016   | July 2017    | Amount          | Percentage |
| Aug                 | 1,432,227   | 1,588,410   | 1,530,246    | (58,164)        | (3.66%)    |
| Sept                | 1,426,359   | 1,494,203   | 1,490,836    | (3,367)         | (0.23%)    |
| Oct                 | 1,428,921   | 1,545,245   | 1,496,732    | (48,513)        | (3.14%)    |
| Nov                 | 1,374,143   | 1,426,192   | 1,468,286    | 42,095          | 2.95%      |
| Dec                 | 1,441,774   | 1,506,784   | 1,405,365    | (101,420)       | (6.73%)    |
| Jan                 | 1,499,067   | 1,546,951   | 1,558,709    | 11,758          | 0.76%      |
| Feb                 | 1,580,604   | 1,605,202   | 1,676,413    | 71,211          | 4.44%      |
| March               | 1,292,781   | 1,316,044   | 1,370,990    | 54,946          | 4.18%      |
| April               | 1,426,451   | 1,552,529   | 1,469,441    | (83,088)        | (5.35%)    |
| May                 | 1,466,536   | 1,493,399   | 1,573,986    | 80,587          | 5.40%      |
| June                | 1,438,144   | 1,437,412   | 1,556,869    | 119,457         | 8.31%      |
| July                | 1,442,218   | 1,475,520   | 1,537,860    | 62,340          | 4.22%      |
| Total               | 17,249,223  | 17,987,891  | 18,135,732   | 147,842         | 0.82%      |
|                     |             |             |              |                 |            |
|                     |             | Prior Year  | Current Year | Increase        |            |
| Period              |             | Actual      | Actual       | Over Prior Year | (Decrease) |
| Fiscal Year to Date |             | 17,987,891  | 18,135,732   | 147,842         | Increase   |
|                     |             |             |              |                 | 0.82%      |
|                     |             |             |              |                 |            |

June Payment breakdown- July breakdown is not available at this time

| Top sales tax codes:           |       | May 2017    | May 2016    |
|--------------------------------|-------|-------------|-------------|
| Retail Trades                  | 44-45 | \$971,344   | \$877,606   |
| Accommodation and Food Service | 72    | \$269,043   | \$263,498   |
| Wholesale Trades               | 42    | \$109,883   | \$97,791    |
| Utilities                      | 22    | \$62,536    | \$54,156    |
| Information                    | 51    | \$51,793    | \$54,910    |
| Manufacturing                  | 31-33 | \$40,709    | \$37,536    |
| Real Estate Rental & Leasing   | 53    | \$24,085    | \$16,334    |
| Other Services                 | 81    | \$13,224    | \$12,761    |
| Unclassified                   | UNC   | \$1,152     | \$15,200    |
| Arts & Entertainment           | 71    | \$5,643     | \$1,209     |
| Professional                   | 54    | \$3,213     | \$4,884     |
| Misc                           |       | \$4,244     | \$1,527     |
| Total                          |       | \$1,556,869 | \$1,437,412 |



**Regular Board of Commissioners**

**10.**

Meeting Date: 07/17/2017

CM Rpt

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

City Manager Report

---

Attachments

CM Report

---

# City Manager Report

June/July 2017



## Highlights June/Early-July

### Website Update

On April 3, the City Commission authorized staff to solicit proposals from qualified firms skilled to completely update the City's website. Staff has reviewed 10 proposals and interviewed three firms on July 11. It is expected that a contract will be presented to the City Commission on August 3 for consideration. The new website should launch in approximately six months.

### IFYR Celebrates 25<sup>th</sup> Anniversary!

The International Finals Youth Rodeo was held at the EXPO July 9-14. This is the 25<sup>th</sup> Anniversary of this incredible event. The City would like to extend thanks to the entire community for their support of the IFYR. Thank you also to the many volunteers who give their time and talents every year.

## OTHER UPDATES BY DEPARTMENT

### Finance/Treasurer Report

Sales Tax. June sales tax collected was \$1,556,869 compared to June 2016 we are up \$119,457 or 8.31 percent. For the fiscal year, the City is up \$118,804. The budget situation is challenging for many communities in Oklahoma and Shawnee is holding up well. We continue to encourage citizens to "Shop Shawnee" so we can maintain and improve our service levels.

### Shawnee Municipal Authority

Master Plan Implementation. In 2014, the SMA adopted a Comprehensive Water and Wastewater Master Plan which evaluated all water supply, water treatment, collection systems and wastewater treatment facilities. The Plan included a Capital Improvement Plan (CIP) with recommendations for prioritization and phasing of the recommended short term (0-5 years and 5-10 years) and long term (10-20 years) Capital Improvements Plan (CIP) projects. The City Commission hired an engineering consultant, C.H. Guernsey, to lead the effort to design and construct the first phase of improvements. Guernsey and staff had an official kickoff meeting March 24 that started with a presentation by Guernsey and ended with Guernsey and SMA staff touring the Southside Sewer Plant, Water Treatment Plant and the Northside Sewer Plant. Guernsey conducted a detailed immersion of the plants on April 27 and 28. SMA staff and Guernsey presented the Capital Improvement Plans to DEQ on Tuesday, May 9, 2017. SMA met with Guernsey Engineering and Lemke Survey on June 16 to discuss surveying of the plants. Survey crews will start within a couple of weeks.

### Meetings and Noteworthy Items

City Commission – July 17, August 7

Planning Commission – August 2

Beautification Meeting – July 20

Traffic Commission – July 25

### Other Important Dates

IFYR- July 9-14 (25<sup>th</sup> Anniversary)

Third Friday Block Party- July 21

Cops and Kids Event, August 26, 1-4 PM,  
Woodland Park

Blue Zones Launch Event, August 26, 10:00-  
12:00, Shawnee Performing Arts Center

### Other Events:

[www.visitshawnee.com/Calendar](http://www.visitshawnee.com/Calendar)

<http://www.shawneeexpo.org/calendar.html>

### Board Openings:

Beautification Committee

Traffic Commission

Planning Commission

**Note:** Applications can be obtained:

[www.shawneeok.org/gov/Boards/](http://www.shawneeok.org/gov/Boards/)

# City Manager Report

June/July 2017



DATA Collection for Sewer Collections Manholes/Pipe Data. The purpose of this initiative is to complete the wastewater hydraulic model and build an accurate sewer collections map that can be used by staff in the field. The agreement between Smith Roberts Baldischwiler, LLC (SRB) and SMA/City of Shawnee was signed by the City Manager on June 8, 2016. Data Collection is now complete. SRB presented the Sewer Map and Hydraulic Model to SMA on March 22. The Sewer Model is now complete, with final calibration ongoing. The model will be essential as the City plans for growth and improvements to the system.

## Operations Department

Parks Master Plan Design Phase. Comments and input from staff and the public meeting are being implemented into the designs and soon staff will plan a public meeting for additional review and approval. In the new fiscal year, we will add two additional Parks to the plan for design and cost estimates, with additional opportunities for public comment planned.

EXPO Conference Center Remodel. Carpet and tile work is complete and the Commission will consider accepting this project at their next meeting. The lighting Contractor has their work complete except for the new lighting control system and that will be installed after the Rodeo. The old system will control the lighting until that time. The HVAC contractor has installed 5 of the 8 new units for the conference center. Due to changes staff made during installation it set the contractor back some. All new units installed along with the old units will be operational during the IFYR and installation will resume after the event and completed by early-August.

## Engineering and Streets

Rehab Concrete Streets Project. The project was awarded to MTZ Construction in the amount of \$480,250. The project is a maintenance type project with the removal and replacement of badly broken and cracked concrete paving panels at various locations throughout the City. MTZ is scheduled to meet with Shawnee Streets Superintendent on Monday, July 17 to go over locations that MTZ will be working.

Kickapoo Street from Farrall to Spur. We held a meeting with ODOT Project Management on February 7, along with Poe & Associates (engineering firm designing project) to finalize the scope of services for Poe to complete design of the project. ODOT is currently reviewing and processing Poe's supplemental contract that will allow Poe to proceed on finalizing design plans. Final approved contract may be completed by end of April 2017 that will then allow Poe to complete final design plans and the right of way acquisition documents and exhibits that will enable the City to start purchasing the easements and right-of-way needed for the project. Tentative schedule by ODOT is to have the project let for bids for construction early Spring 2018.

Avedis/City Sidewalk Project. Project was awarded to MTZ construction in the amount of \$503,555.00. Construction of project has been underway the past several months and the Contractor has completed sidewalks on both sides of Main Street from Harrison to Pesotum, and along both sides of Wallace Street from Kickapoo to Broadway. MTZ will move over to Center Street and begin sidewalk along east side from Independence to Wayne. Other areas to receive sidewalks will be along Independence from Sequoyah to Center and, on Main Street from Pesotum to Bryan along the south side only will be installed upon completion of all the other areas.



# City Manager Report

June/July 2017



45<sup>th</sup> & Harrison Intersection Project. Project is to improve the intersection to accommodate future four-lane of 45<sup>th</sup> Street. Field survey and data has been acquired and project currently under design. Approximately 75% design complete.

## Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload, with numerous complaints received daily. For a complete list of Action Center cases or to submit a complaint anonymously online, see: <http://www.shawneeok.org/actioncenter/default.asp>

Transportation Alternatives Program. The City was notified in August 2016 that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. Staff is working with ODOT on scheduling of this project. The Shawnee Engineering Department is providing the engineering design of this project, saving the City considerable funds.

Development Projects. A number of significant projects are in the development or construction phases. Shawnee Marketplace is nearly built out with one additional structure now completed next to CVS (Freddie's Frozen Custard and Aspen Dental) and another new business forthcoming. The developer of the Domino Plaza project at Harrison and 45<sup>th</sup> Street has completed much of the earthwork and installation of public infrastructure and has final platted the first phase, with construction of the first structure now started. This 15-acre projects includes (per a preliminary plan) a large service station, two hotels, four eating establishments and a dog park. Increased interest in downtown Shawnee has also been seen, with the completion of the Main Street Streetscape Project.

The Planning Commission has an active docket. Complete agendas are posted here: <http://www.shawneeok.org/Documents/>

## Fire Department

Station 2 Rehab/Renovation. Jim Cooley Construction was given official notice to proceed on the construction phase of this project on July 1, 2017. They have 275 days to complete the project without penalty which would make the target completion date April 2, 2018. Demolition work begin on July 10.

Hydrant Painting (ISO requirement). Work continues on this project.

Blue Card Incident Command Certification. Chief Tischer has scheduled 3 Battalion Chiefs and the Training Chief to attend the Train-the-Trainer portion of this project during the week of August 7. He has also scheduled training for each shift with the retired Phoenix FD Captain John Brunacini, who designed the Blue Card program. That training is scheduled on August 22, 23 and 24.

# City Manager Report

June/July 2017



## Police Department

Administration. Working on closing end of year PO's. – Chris applying for several grants including ballistic vests which reimburses City 50% of vest cost. Cops grants to help pay towards for 2 new officers salaries. Edwards Byrnes Memorial grant we share with Sheriff's Office to purchase equipment. Police Foundation voted to replace old SWAT vests saving the City \$20,790.00.

Patrol. SWAT team assisted Sheriff's Office with man-hunt for Lincoln Co escapees found in Dale. Patrol responded to several complaints on North Union in reference to a residence causing problems for the neighborhood. Patrol saturated the area and made several arrests. The citizens of the neighborhood have been very pleased with the results. Two new officers starting in July. Currenting in the hiring process for a third officer position.

CID. In June, detectives were assigned 31 cases, cleared 34, filed 10 with DA, called out twice and recovered property valued at \$379.00. Worked a total of 69 digital forensic cases for SPD and other agencies.

Animal Control. Currently using the expanded kennel space for overflow. The expansion is operational, which provides greater capabilities in the number of animals that can be housed.

Dispatch. Beginning process to fill two positions. Dispatcher Rachelle Erickson became one of six nationally certified communications training officer for dispatch center.

## Emergency Management

Planning Projects. A variety of planning efforts are underway, including an update to the Emergency Operations Plan, EOC Standard Operations Guide, and the Elected Officials Briefing Book.

## Regional Airport

Delta Wings Hanger Construction. Steel frame in the hangar is nearing completion.

Enterprise Parking Construction. The airport constructed a new parking area for Enterprise Rent-A-Car to support their growing business and inventory of cars. Enterprise leases space from the Airport.

\*\*\*

## City Manager Report

June/July 2017



Mayor Finley (right) presenting Official Citation for 25<sup>th</sup> Anniversary of the IFYR to EXPO Board Chair Randy Gilbert (left) and EXPO Operations Manager, Chris Dunlap.

Spur for the Cure – Pink Night was held on July 11. Contestants that wore pink were eligible for additional prize money. Funds were also raised for cancer research.

