

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
June 6, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

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 May 16, 2016 meeting.
 - b. Request Authorization to solicit for qualified Engineers (RFQ).
 - c. Request Authorization to enter into an agreement with Smith, Robert, Baldischiler for GPS DATA collection.
 - d. Confirm action taken by City Commission on Agenda Item Number 1(n) regarding acknowledgement of the Central Disposal Contract for FY2016-2017.
2. Consideration of a resolution adopting the budget for the Shawnee Municipal Authority for the period of July 1, 2016 through June 30, 2017 finding all things requisite and necessary have been done in preparation and presentation of budget.
3. Consider and take action with respect to a resolution authorizing the Shawnee Municipal Authority (the "Authority") to issue its Utility System Revenue Note, Series 2016 (the "Note") in the aggregate principal amount of \$5,410,000.00; waiving competitive bidding and authorizing the note to be sold on a negotiated basis; approving and authorizing execution of an indenture authorizing the issuance and securing the payment of the Note; providing that the organizational document creating the Authority is subject to the provisions of the indenture; ratifying and confirming a lease agreement and operation and maintenance contract, as amended, pertaining to the water and sanitary sewer systems; approving and authorizing the execution of a parity agreement; establishing the Authority's reasonable expectation with respect to the issuance of tax-exempt obligations by the Authority in calendar year 2016, and designating the Note as a qualified tax-exempt obligation; authorizing and directing the execution of the Note and other documents relating to the transaction, including professional services agreements; and containing other provisions relating thereto.
4. New Business

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

5. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Municipal Authority**1. a.**

Meeting Date: 06/06/2016

SMA Minutes 05-16-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 16, 2016 meeting.

Fiscal Impact**Attachments**SMA Minutes 05-16-2016

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, MONDAY, MAY 16, 2016, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:30 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Agee, Harrod, Hall, Shaw, Dykstra

ABSENT: Mainord

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda

a. Minutes from the May 2, 2016 meeting.

A motion was made by Trustee Dykstra, seconded by Trustee Shaw, to approve Consent Agenda item No. 1(a). Motion carried 5-0.

AYE: Dykstra, Shaw, Agee, Harrod, Hall

NAY: None

AGENDA ITEM NO. 2: Overview of preliminary Shawnee Municipal Authority budget for FY 2016-2017 budget.

Finance Director Cynthia Arnold gave a financial overview of the proposed Shawnee Municipal Authority budget for FY 2016-2017.

AGENDA ITEM NO. 3: 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. 4: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:42 p.m.)

JAMES HARROD
VICE CHAIRMAN

ATTEST:

PHYLLIS LOFTIS, SECRETARY

Shawnee Municipal Authority

1. b.

Meeting Date: 06/06/2016

Req Engineerings RFQ

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

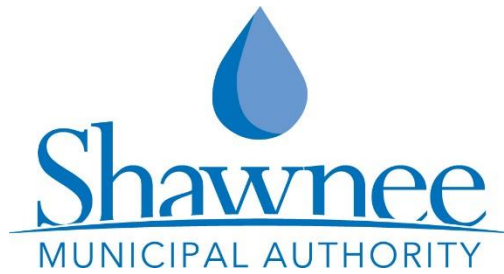
Request Authorization to solicit for qualified Engineers (RFQ).

Fiscal Impact

Attachments

RFQ Engineering Memo

RFQ Engineering



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 06/06/2016
Re: Requesting Authorization to Solicit for a Qualified Engineering Firm.

Nature of the Request: Staff is respectfully requesting authorization to solicit requests for a qualified Engineering firm to provide engineering services related to specific water and wastewater projects located at the Shawnee Water Treatment Plant, Southside Wastewater Treatment Plant, and the North side Wastewater Treatment Plant. Please, see attached RFQ document.

Staff Analysis, Considerations: In 2014, SMA completed 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 Improvements 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 projects to be considered in this RFQ are short term recommendations of the Utility Master Plan.

Recommendation: Staff respectfully recommends that the City Commission approve the request.

Budget Consideration: Staff has been budgeting for engineering services over the past two years. Until negotiations are complete the cost is unknown.

RFQ #: [insert RFQ#]

Request for Qualifications



Release Date

XXXXXX

Submittal Due Date

4:00 P.M., CST Tuesday, XXXXX, 2016

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1. General Information

The Shawnee Municipal Authority (SMA) is soliciting requests for a qualified Engineering firm to provide engineering services related to specific water and wastewater projects located at the Shawnee Water Treatment Plant (WTP), Shawnee South Wastewater Treatment Plant (South WWTP) and Shawnee North Wastewater Treatment Plant (North WWTP). The selected firm will be responsible for preparing all necessary documents related to the planning, design, permitting, and bidding of the water and wastewater system facilities as described in further detail in Section 2. In addition, the selected firm will assist the SMA with the bidding, contracting and construction administration of the project(s). Furthermore, the SMA may include resident inspection services during construction of the project(s).

In 2014, SMA completed 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 Improvements 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 projects to be considered for this RFQ are short term recommendations of the Master Plan.

2. Project Descriptions

Table 1 presents a summary of the short term CIP projects identified in the 2014 Water and Wastewater Master Plan as high priority projects. This RFQ is part of a process to select a qualified firm to perform engineering related services for these projects.

Table 1 - Summary of RFQ Related Projects						
CIP ID	Description	Location	Element	Capacity (MGD)(1)		Notes
				Existing	Proposed	
WT-2	Filter Rehabilitation	WTP	Filters	5.65	7.5	(2)
WT-3	Filter Piping Replacement	WTP	Filters	7.5	11.5	(3)
WT-4	Add 1 Clarifier	WTP	Solids Settling	2	1	(4)
WT-5	New Backwash Tank	WTP	Filters	-	0.350 MG	(5)
WWTP-1	South Plant New Headworks	South WWTP	Headworks	-	3.0	(6)
WWTP-2	South Plant Digester Rehab	South WWTP	Anaerobic Digesters	VSS red for Class B	VSS red for Class B	(7)
WWTP-4	North Plant Peak Flow Holding Basin Improvements	North WWTP	Peak Flow Holding	0.1	8	(8)
WWTP-5	North Plant Effluent Bypass	North WWTP	Effluent Bypass	N/A	N/A	(9)
	North Plant Bar Screen	North WWTP	Headworks	N/A	N/A	(10)

Notes:

- (1) Capacity is presented in peak day flow, unless otherwise indicated.
- (2) Filter rehabilitation includes raising filter troughs, installation of GAC media, instrumentation and controls to filters. Unit capacity based upon one (1) filter out of service.
- (3) Includes modifying filter effluent piping to install larger control valves and installing a new air scour blower.
- (4) Installation of one new solids contact clarifier with a capacity of 1 MG.
- (5) Installation of a new 350,000 gallon backwash water storage tank at the WTP site.
- (6) Headworks improvements assume installation of grit collection and fine screen with mechanical screen bypass.
- (7) Digester improvements consist of new mixing system, sludge storage, FOG receiving station, heat exchangers, and overall general repairs of the anaerobic digesters.
- (8) Peak flow holding basin includes new basins and upgrade of pumping system to convey overflow.
- (9) Effluent bypass includes bypass of effluent weir and parallel line to the outfall at the river, approximately 1 mile from WWTP.
- (10) Headworks improvements include evaluation of existing mechanical bar screen, bypass facilities, and grit removal system for upgrade and/or replacement.

The primary objectives for each of the RFQ related projects is summarized in Table 2 and associated notes:

Table 2 - Primary Objectives of RFQ Projects							
CIP ID	Description	Location	Reason for Project				Notes
			Rehabilitate / Repair	Regulatory	Capacity	Other	
WT-2	Filter Rehabilitation	WTP	X	X	X		
WT-3	Filter Piping Replacement	WTP	X	X	X		
WT-4	Add 1 Clarifier	WTP		X	X		
WT-5	New Backwash Tank	WTP	X			X	(11)
WWTP-1	South Plant New Headworks	South WWTP	X	X		X	(12)
WWTP-2	South Plant Digester Rehab	South WWTP	X			X	(13)
WWTP-4	North Plant Peak Flow Holding Improvements	North WWTP	X	X	X		
WWTP-5	North Plant Effluent Bypass	North WWTP	X		X		
	North Plant Bar Screen	North WWTP	X	X			(14)

Notes:

- (11) Helps to avoid surges within the system causing water line breaks when filters are backwashed.
- (12) Headworks modifications will improve facilities operation and reduce the impact of snails on the influent lift pumps and other mechanically driven process (filter distribution arms, clarifier rakes, etc.)
- (13) Digester improvements will improve overall plant safety and allow more consistent operations of digester system.
- (14) Existing North Plant headworks facilities have reached design life (20 years) and allow excessive trash and debris to pass through to the treatment process. This has resulted in operation and maintenance problems and lowered effluent quality.

3. Minimum Qualifications

This project will require the submitting engineering firms to have the following minimum qualifications:

- A project manager with ten (10) or more years of related experience in the management of similar water and wastewater treatment facility projects.
- At least one (1) project in the past 5 years which has included any of the following elements:
 - Repair/Rehabilitation or replacement of water treatment plant filters.
 - Repair/Rehabilitation or replacement of wastewater treatment plant headworks facilities.
 - Repair/Rehabilitation or replacement of anaerobic digestion facilities.
 - Repair/Rehabilitation or replacement of wastewater peak flow holding facilities.
- At least one (1) project in the past 5 years which involved engineering design and construction administration of State of Oklahoma Revolving Fund (SRF) water and/or wastewater projects.

4. **RFQ Schedule:**

It is the desire of the Shawnee Municipal Authority to immediately begin work on the planning, design and permitting of these projects. Furthermore, SMA intends to expedite the selection of a qualified engineering firm and contract negotiations. The anticipated RFQ schedule is as follows:

Event	Date
Issue RFQ	xxx
Statement of Qualifications Due	xxx
Evaluate and Rate Submittals	xxx
Complete Interviews (if applicable)	xxx
Consultant Selection, Begin Contract Negotiation	xxx
Finalize Contract	xxx
Consultant Notice to Proceed	xxx

*Additional task submittal dates will be established within the Contract for Engineering Services.

5. **Submittal Requirements:**

Format: The response to this request for proposal shall not be longer than thirty (30) 8.5"x 11" pages, including covers, cover letter, dividers, text, resumes, and any other materials used to respond to this RFQ. One side of paper is considered to be one page. 11"x17" pages may be included but will count as two (2) pages with double sided 11" x17" pages counting as four (4) pages. Any responses containing more than the allotted pages will be considered non-compliant with these requirements.

Content: At a Minimum, the following content should be included with the request for qualifications.

A. **General Requirements:** Including:

- a. Cover Letter (limited to no more than two pages)
- b. Table of Contents
- c. Statement regarding conformance with insurance requirements, non-collusion, and regulatory requirements defined in this RFQ.

B. **Qualifications of Firm (s):** Include the following:

- a. General qualification and information about the firm and any potential subconsultants
- b. A listing of at least Three (3) Projects completed by the firm in the past 5 years that include any and/or all of the following elements:
 - i. Repair/Rehabilitation or replacement of water treatment plant filters.
 - ii. Repair/Rehabilitation or replacement of wastewater treatment plant headworks facilities.
 - iii. Repair/Rehabilitation or replacement of anaerobic digestion facilities.
 - iv. Repair/Rehabilitation or replacement of circular water treatment plant clarifiers.

- v. Repair/Rehabilitation or replacement of peak flow holding facilities.
 - c. For each of the Firm's referenced projects provide the following:
 - i. Contact Name
 - ii. Contact Phone Number
 - iii. Project Cost
 - iv. Project Duration
 - v. Compliance with Budget and Schedule
 - d. A listing of at least Two (2) projects completed by the proposed subconsultant firms in the past 5 years in the proposed areas of expertise.
 - e. For each of the Subconsultants reference projects provide the following:
 - i. Contact Name
 - ii. Contact Phone Number
- C. Project Controls: Please include a description of the project controls and quality assurance/quality controls to be utilized on this project.
- D. Project Team and Availability: Provide the following information indicating the education, training, registration and amount of relevant experience of the proposed key personnel:
 - a. Team organizational chart and resumes for key team members
 - b. A listing of key team members and availability
 - c. A description of the teams past experience in working on similar projects.

6. Request for Qualifications

6.1 Inquiries

All inquiries related to the RFQ or the specific projects should be directed to:

Steve Nelms, SMA Utility Director
 Public Works Service Center
 111 S. Kickapoo
 Shawnee, OK 74801
 405-273-1960
 snelms@shawneeok.org

6.2 Submission Requirements

To meet the requirements of this Request for Qualifications, a firm must submit a minimum of three (3) bound copies of the Statement of Qualifications with one PDF copy on CD or flash drive **no later than 4:00 P.M., CST Tuesday, XXXXX, 2016**

The RFQ must be received in a sealed envelope bearing the following information and delivered according to the following instructions:

RFQ Title: Water and Wastewater CIP Projects Request for Qualifications
 Due Date: XXXXXXXX
 Due Time: 2:00 P.M., CST

MAIL OR HAND DELIVER TO

ATTN: City Clerk
City of Shawnee
16 W. 9th Street,
Shawnee, OK, 74801

6.3 Late Responses

Late responses will not be accepted.

6.4 Selection

CONTRACT AWARD: The SMA will review responses to this RFQ that meet the requirements set forth in this document and received prior to the designated closing date. Upon review of all qualified firms, the selection committee will, through its own judgment and process, rank all the proposals. No more than three (3) of the highest ranked firms may be asked to make an oral presentation to describe the understanding and approach to work for each of the projects. The selection committee will then select a Consultant for the proposed project.

The SMA will negotiate a contract for engineering services based on the following process:

- The Consultant will be contacted and contract negotiations will begin.
- The SMA will attempt to negotiate a contract at a fair and reasonable price for the defined scope of work.
- If the SMA is unable, after good faith efforts, to negotiate a satisfactory contract with the Consultant, the SMA will formally end negotiations with that Consultant and begin negotiations with the next highest ranked Consultant.
- The SMA shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract

SMA reserves the right to reject all or any portion of the responses to this Request for Qualifications. Solicitation of this Request for Qualifications does not bind SMA to award any contract to any firm(s). SMA further reserves the discretion to select more than one firm to provide the different service requirements covered by this Request for Qualifications.

SMA reserves the right to request clarification of information submitted and to request additional information from respondents.

The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written approval of SMA.

The SMA reserves the right to make an award without further discussion of the submittals. The firm selected as the apparently successful firm will be expected to enter

into a contract with the SMA. Following consultant selection, the successful consultant shall prepare a proposal and scope of work for review by the SMA.

CONTRACT NEGOTIATION: The SMA reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by the SMA.

EQUAL OPPORTUNITY EMPLOYMENT: The successful consultant or consultants must comply with the Shawnee Municipal Authority equal opportunity requirements. The Shawnee Municipal Authority is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

TITLE VI: It is the Shawnee Municipal Authority's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks, as set forth in **Attachment "A"**. Please review insurance requirements prior to submitting a statement of qualifications. If selected firm is unable to meet these standard requirements, please note current or proposed insurance coverages in submittal. Standard requirements may be negotiated if it is in the best interest of the SMA.

NON-ENDORSEMENT: As a result of the selection of a firm to supply products and/or services to the SMA, firm agrees to make no reference to the SMA in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the SMA.

NON-COLLUSION: Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

6.5 Signed Responses

The RFQ shall be signed by one of the legally authorized officers of said engineering firm.

6.6 Acceptance of Responses

The SMA reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the SMA to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, the RFQ does not obligate the SMA to accept or contract for any expressed or implied services.

7. Anticipated Scope of Services

The engineering firm will be required to provide the following services when selected:

Establish a scope of work and fee for engineering services to be negotiated with SMA for an Agreement of Engineering Services.

1. General Services for Project

- Develop Project Work Plan
- Develop Monthly Project Progress Reports
- Develop Monthly Project Scope Reports
- Develop Monthly Expenditures Reports
- Develop Monthly Schedule Reports

2. Design Services

- Project Management
- Prepare Design Work Plan
- Prepare Quality Management Plan
- Conduct Regular Project Meetings with City Staff
- Conduct Project Meeting with the Public, if need be
- Present Project Updates to City Council
- Prepare Preliminary Design Technical Memorandum- The engineering report for the filters has been prepared and submitted to ODEQ for review and approval. Consequently, engineering report will need to address the remaining water projects and reference the engineering report for the filters as an attachment. It is anticipated that a separate engineering report will be needed for the wastewater projects as the water and wastewater projects will be funded through different SRF funding entities. The engineering reports shall be prepared in accordance with the Oklahoma Funding Agency Coordinating Team guidelines and checklists for review and approval by the Oklahoma Department of Environmental Quality and any funding agency(s).
- Prepare Construction Drawings
- Prepare Project Specifications
- Field/Site Surveying
- Easement acquisition assistance, if needed
- Land acquisition assistance, if needed
- Prepare Construction Cost Estimate

- Prepare all necessary documentation for funding agency review and approval including environmental review.
- Agency Coordination, including permitting and meetings with agency representatives (ODEQ, OWRB, City of Shawnee Code Services, USACE Tulsa District))
- Project Advertisement and Bidding (Assistance in Pre-Bid Meeting, including tour of project site with prospective bidders, respond to written questions from plan holders, prepare addenda to contract drawings and/or specifications, review apparent lowest responsible bidder, verify conformance with construction documents, check references, and prepare letter summarizing results of bid evaluation)
- Printing and sale of contract documents

3. Services during Construction

- Project Management
- Project Meetings (construction progress meetings)
- Prepare responses to Requests for Information (RFI's)
- Review shop drawings and other submittals
- Evaluate contractor change order requests and claims
- Prepare change order requests and change orders
- Review monthly payment requests
- Miscellaneous Construction Phase Services (if necessary, conduct factory witness tests of equipment, perform substantial completion walk-thru and develop punch list of incomplete work items, make recommendation to City Staff regarding substantial completion of construction)
 - Final walkthrough and recommend final acceptance
 - Prepare As-built Drawings
 - Provide post construction services.

8. Evaluation Criteria

Evaluations will be based on the following criteria:

- Experience of firm with similar projects and clients.
- Experience of the proposed project team and key team members with key project elements.
- Overall quality of Statement of Qualifications, including adherence to Submittal Requirements.

The Review Committee will select firm(s) deemed most qualified and responsive to the Request for Qualifications. After the completion of the review process, the committee will notify the up to three (3) finalize for in-person oral interviews before the Review Committee. If your organization is selected for interview you will notified with more information on the interview process.

Communications with SMA during the RFQ review process must be coordinated through the contact provided in this RFQ.

ATTACHMENT "A"

INSURANCE REQUIREMENTS

The Engineer will be responsible for obtaining insurance as required by Shawnee Municipal Authority (SMA) and the State of Oklahoma to protect and hold harmless all City employees and SMA from liability in cases of accident and injury to persons or property. At a minimum, the following amounts of insurance coverage are required during the life of the contract:

- a) Workers' Compensation: Statutory
- b) General Liability
 - Each Occurrence: \$1,000,000
(Bodily Injury and Property Damage)
 - General Aggregate: \$2,000,000
- c) Professional Liability
 - Annual Aggregate: \$1,000,000
- d) Automobile Liability
 - Combined Single Limit \$1,000,000
(Bodily Injury and Property Damage)
- e) Valuable Paper Insurance \$ Not less than 50% of total fee

Shawnee Municipal Authority

1. c.

Meeting Date: 06/06/2016

Req GPS Data Collection

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

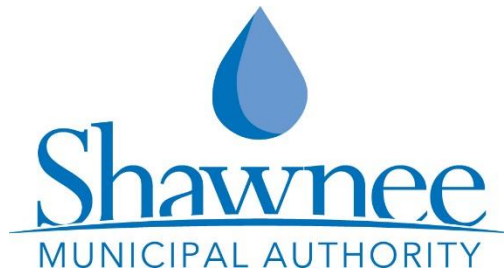
Request Authorization to enter into an agreement with Smith, Robert, Baldischler for GPS DATA collection.

Fiscal Impact

Attachments

Req GPS Data Memo

Req GPS Data Proposal



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 06/06/2016
Re: Requesting Authorization to Enter into an Agreement for DATA Collection.

Nature of the Request: Staff is respectfully requesting authorization to enter into an agreement with Smith, Roberts, Baldischler in the amount not to exceed \$48,000. (See attached proposal)

Staff Analysis, Considerations: Over the past two years city staff has worked diligently to collect the data needed to complete the wastewater collection hydraulic model that was started by SRB during the Utility Master Plan. It has been extremely challenging thus far to complete the task of GPSing and measuring every sewer manhole in town. City staff has collected data on an estimated 1000 +/- sewer collection manholes out of an estimated 3500. If approved by the City Commission the proposal will serve two major purposes.

1. The wastewater collection hydraulic model will be completed by SRB. The model can then be used as a major tool in future development.
2. The City will receive an accurate map of the sewer collection system thus reducing time spent on locating manholes when there is a sewer overflow. The map will also reduce any inconvenience to the citizens when city crews are trying to locate sewer manholes during afterhour's emergency calls.

Recommendation: Staff respectfully request that the City Commission approve the request.

Budget Consideration: Monies are in the budget for this expense.



May 23, 2016

Mr. Steve Nelms, Utility Director
Shawnee Municipal Authority
111 S. Kickapoo
P.O. Box 1448
Shawnee, OK 74802-1448

RE: Data Collection for Wastewater
System Manholes / Pipe Data

Dear Steve,

Based on several conversations and a meeting in our office we are submitting this proposal for completing the data collection of the wastewater system (existing manholes and line sizes). The following is a more detailed background.

PURPOSE

Smith Roberts Baldischwiler, LLC (SRB) will collect up to a maximum of 2500 Sanitary Sewer Manholes over three months. SRB will analyze the data collection on manholes previously collected by the City that may reduce this number. The manhole information that will be collected includes the following:

- Horizontal and Vertical positions on the center of manhole lids
- All lateral pipe sizes (if observable)
- All lateral pipe material (if observable)
- All lateral pipe flowline inverts

PROCEDURE

To insure proper control network SRB will use the VRS Network "RTK.NET.COM" that is managed by Western Data Systems, which is the current control network that the City of Shawnee is utilizing to collect sanitary sewer manhole information.

SRB will utilize 1 or 2 field crews collecting data during a 3 month time frame. The collection of Sanitary Sewer Manholes will be made by using survey grade GPS instrumentation with a minimum collection time of 30 seconds on each manhole lid for better horizontal and vertical precision.

INSTRUMENTATION

The survey equipment that SRB will utilize is as follows:

- Trimble RIO GPS receiver
- Trimble TSC3 Data Collector
- Trimble 5800 GPS receiver
- Trimble TSC2 Data Collector

DELIVERABLES

SRB will deliver AutoCAD and ESRI shape files of all field collected data at the end of each Phase. The ESRI shape file will contain attribute information on each manhole listed in the above manhole information.

We would proposed to complete the work over three (3) months. We will coordinate with City staff on the sequence so that line maintenance crews can clear the easements for the SRB staff. We may have multiple crews performing the work but will at least have one two man crew on a weekly basis.

The work will be completed in phases based on priority. The phases are as follows:

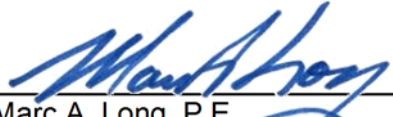
- Phase 1 - complete the data collection for manholes on the highest priority lines needed to complete the wastewater model.
- Phase 2 - complete the remaining amount of manholes after Phase 1
- Phase 3 - collect any missing data/integrate the data collected previously with SMA staff and contractors with the overall GIS system and develop the ACAD map from the ArcView files. Quality control for all data and establish system for On-going data collection.

Our fee would not exceed \$48,000 for the entire 2500 manhole (maximum) data collection effort.

We can begin work immediately and can work under a purchase order once approved.

Sincerely,

Smith Roberts Baldischwiler, LLC



Marc A. Long, P.E.
Project Manager

Cc: File #113487

Shawnee Municipal Authority

1. d.

Meeting Date: 06/06/2016

Confirm Central Disposal Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm action taken by City Commission on Agenda Item Number 1(n) regarding acknowledgement of the Central Disposal Contract for FY2016-2017.

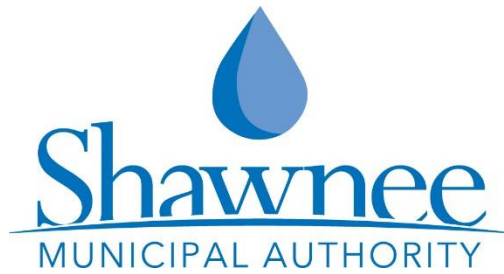
Fiscal Impact

Attachments

Central Disposal Memo

Central Disposal Contract

Central Disposal Contract Addendum



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 06/06/2016
Re: Acknowledge the Solid Waste Contract

Nature of the Request: Staff is respectfully requesting that the City Commission acknowledge the solid waste contract with Central Disposal for FY16/17.

Staff Analysis, Considerations: Central Disposal has done an outstanding job providing weekly solid waste and recycling curb side pickup.

Recommendation: Staff respectfully recommends that the City Commission acknowledge the request.

Budget Consideration: Monies have been budgeted for FY16/17.

**CONTRACT
FOR
SOLID WASTE COLLECTION
AND
DISPOSAL SERVICES**

This contract, made and entered into this 1st day of July, 2010, by and between the Shawnee Municipal Authority, a public Trust for the benefit of the City of Shawnee, hereinafter referred to as "AUTHORITY" and

Central Disposal LLC, a limited liability company,
Hereinafter referred to as "CONTRACTOR."

WHEREAS, the AUTHORITY did on the 19th day of April, 2010 vote to accept the solid waste and disposal service proposal submitted by the CONTRACTOR pursuant to a request for proposals issued by the AUTHORITY, to collect, remove and dispose of all residential solid waste within the City of Shawnee, and to perform other such work as may be incidental thereto, for the period from July 1, 2010 through June 30, 2020, inclusive; all of the expense of every nature or kind incurred in collection, removing and disposing of said solid waste to be paid by the CONTRACTOR.

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

- I. The term of this contract is from July 1, 2010 to June 30, 2020. Divided into ten (10) periods as follows:

Period 1-July 1, 2010 to June 30, 2011
Period 2-July 1, 2011 to June 30, 2012
Period 3-July 1, 2012 to June 30, 2013
Period 4-July 1, 2013 to June 30, 2014
Period 5-July 1, 2014 to June 30, 2015
Period 6-July 1, 2015 to June 30, 2016
Period 7-July 1, 2016 to June 30, 2017
Period 8-July 1, 2017 to June 30, 2018
Period 9-July 1, 2018 to June 30, 2019
Period 10-July 1, 2019 to June 30, 2020.

At the end of each period of the contract, the AUTHORITY has the sole discretion to continue the contract for the succeeding period of the contract or to discontinue the Contract with no penalty upon ninety (90) day written notice to the CONTRACTOR.

- II. The above referenced Proposal, the Request for Proposals, General and Special Conditions, Performance, Payment, and Guarantee Bonds are expressly made a part of

COPY

this contract by reference as though fully set out verbatim herein, and are attached hereto as Exhibit "A". Bonds will be for one year increments, renewed annually, and must be received 60 days prior to the next contract period.

III. The AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR'S obligations, compensation to be computed as the unit prices set forth in the Schedule of Quotes, attached hereto as Exhibit "B". CONTRACTOR agrees that the rates contained in Exhibit B will not change for the entire term of the contract, subject to the following:

Fees which may be charged by the CONTRACTOR for the second and subsequent period of the contract will cover all paid services the AUTHORITY utilizes at that time and can be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category, "Gasoline," as published by the U.S. Department of Labor, Bureau of Statistics, for the Regional area of Kansas City, Kansas/Missouri. It is expressly understood and agreed that the maximum annual increase shall not exceed 3.5 percent (3.5%). At the end of the last day of the last month of each contract period, (the "Rate Modification Date") the fees will be increased or decreased for the ensuing contract period in a percentage amount equal to ten percent (10) of the net percentage change of the Gasoline Index. All percentage changes are to be computed at the difference between the index value for the April reporting period for the prior year and the April reporting period of the contract period, divided by the index value for the previous year.

As soon as possible, prior to the Rate Modification Date, the CONTRACTOR shall present the AUTHORITY with a comparative statement, setting forth the Gasoline Index, the index value for the April reporting period of the previous year and the index value for the April reporting period of the current year the net percentage change; ten percent (10%) of the net percentage change in the Gasoline Index, and the increase or decrease in the unit prices which may be charged by the CONTRACTOR. On the Rate Modification Date and after the receipt of the comparative statement, the unit prices charged by the CONTRACTOR will be modified to reflect any such change until the next Rate Modification Date. It shall be the responsibility of the CONTRACTOR to notify the AUTHORITY annually regarding the Gasoline CPI, so the rates may be adjusted accordingly.

CONTRACTOR shall invoice AUTHORITY from solid waste totals that AUTHORITY supplies at the beginning of each month. Totals shall include numbers for regular polycarts, additional polycarts, small polycarts and any optional services chosen by AUTHORITY. CONTRACTOR shall invoice AUTHORITY within seven to ten days after receiving totals from AUTHORITY.

This contract constitutes the Basic Residential Services as set forth in the Request for Proposals and in the schedule of Quotes.

IV. The AUTHORITY will have the sole discretion as to which options contained in Exhibit "B" will be exercised and used for each period of the contract, (the only exception being the transfer station, it shall remain in effect during all periods of the Contract while it is in effect). AUTHORITY agrees to notify the CONTRACTOR in writing within forty-five (45) days of the start of a new period of the Contract which options the AUTHORITY selects for that period.

For the first period the AUTHORITY shall utilize option "k" with 2 individual locations, for subsequent periods the AUTHORITY shall have the option of choosing more or less locations.

- V. Should the AUTHORITY participate with the CONTRACTOR in any cost reduction programs, efficiency studies or studies of innovative methods or equipment or take any action that results in cost savings for the CONTRACTOR, the AUTHORITY shall receive decreases equal to a minimum of fifty percent (50%) of the savings realized by the CONTRACTOR.
- VI. Residential Unit Collection Routes shall be established by the CONTRACTOR. CONTRACTOR shall submit map designating the Residential Unit collection routes to the AUTHORITY for its approval, which approval shall not be unreasonably withheld. The CONTRACTOR may from time to time, propose to the AUTHORITY, for approval, changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld. Upon the AUTHORITY's approval of the proposed changes, the AUTHORITY shall promptly give written or published notice to the affected Residential Units.
- VII. The CONTRACTOR shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance, and in sanitary condition all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of the CONTRACTOR.
- VIII. All Refuse hauled by the CONTRACTOR shall be so contained, tied or enclosed to prevent leaking, spillage, or blowing.
- IX. Title to Refuse shall pass to the CONTRACTOR when placed in CONTRACTOR's collection vehicle, removed by the CONTRACTOR from a bin or container, or removed by CONTRACTOR from the customer's premises, whichever last occurs.
- X. All complaints shall be made directly to the City and CONTRACTOR shall be given prompt notice. In the case of alleged missed scheduled collections, the CONTRACTOR shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) business hours after the complaint is received.

XI. All dealings, contact, etc., between the CONTRACTOR and the City shall be directed by the CONTRACTOR to the staff person designated by the City.

XII. Holidays - - The following shall be Holidays for purposes of the Contract:
New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

XIII. CONTRACTOR agrees to construct a "new" transfer station at a mutually agreed site in the City of Shawnee. CONTRACTOR is to supply the City with building plans and specifications no later than six (6) months after receiving notice of the award of the Contract. All plans and specifications are subject to inspection and approval by both the City Planning Department and Management. All international and building codes and regulations applicable to the construction of the station are to be followed. Any and all land use regulations shall apply. CONTRACTOR will have all required DEQ permits within six (6) months (or as soon as possible) of the Contract being awarded. The transfer station will be completed within 1 year after receiving permit.

Prior to completion of the transfer station the CONTRACTOR will provide a temporary station to receive solid waste and recyclables from the citizens of the City of Shawnee, which station shall be capable of receiving solid, bulk waste, and recyclables dropped off by citizens. CONTRACTOR will also construct an "ECO Center" adjacent to the transfer station for citizens to use for recycling or disposing of waste.

At the end of fifteen (15) years of the commencement of the first period of the Contract the transfer station, ECO Center and the property it is located on, will become a "gift" and at the AUTHORITY'S discretion can become the property of the City of Shawnee and the CONTRACTOR agrees to transfer ownership of those facilities to the City of Shawnee regardless of the status of solid waste collection between the AUTHORITY and the CONTRACTOR. (The only requirement is that the AUTHORITY shall vest a minimum of 5 years of service with CONTRACTOR in order to receive the "gift" at the end of the 15 year period. If the AUTHORITY does not renew at any time in the 15-year period Shawnee residents would have to pay a fee in order to utilize the transfer station.)

XIV. CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this contract. Any DEQ violations are to be reported to the Utility Director within thirty (30) days of the CONTRACTOR being notified thereof. The CONTRACTOR shall obtain all licenses and permits and promptly pay all taxes required by the City and by the State.

- XV. CONTRACTOR shall indemnify, save harmless, and exempt the City of Shawnee and the AUTHORITY, its officers, agents, servants, and employees from and against any and all suits or, actions of whatever kind or character made upon or brought against the City of Shawnee or the AUTHORITY, its officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in general operations, operating of equipment or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR, or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.
- XVI. CONTRACTOR shall not assign this contract to another party, company, partnership, or corporation without specific approval in writing from the AUTHORITY.
- XVII. If CONTRACTOR changes ownership, name, etc., then the AUTHORITY shall have the option to re-bid the contract immediately if AUTHORITY so desires, and give immediate notice of its intent to cancel said Agreement.
- XVIII. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this contract.
- CONTRACTOR shall submit evidence satisfactory to the AUTHORITY that all payrolls, equipment, materials or facility bills, and other indebtedness pertaining to the performance of this contract have been paid.
- XIX. In the event that it shall become impossible or unlawful for CONTRACTOR to continue the performance of this contract by reason of an Act of God or an Act of the Legislator hereinafter passed, or by Act of the AUTHORITY or by reason of a final order by a Court of Record in proceedings not instituted by or acquiesced in by the CONTRACTOR, directly or indirectly, and no due to any negligence upon the CONTRACTOR, the CONTRACTOR shall not be liable for damage for consequences arising solely out of such impossibility.
- XX. This contract shall not constitute a franchise or an exclusive right to collect solid waste within the corporate limits of the City of Shawnee.
- XXI. This contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.

XXII. This contract constitutes the entire agreement and understanding between the parties hereto and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, we the contacting parties, by our duly authorized agents, hereby affix our signatures and seals at Shawnee, Oklahoma this 21st day of June, 2010.

ATTEST:

Phyllis Loftis
PHYLLIS LOFTIS,
AUTHORITY SECRETARY

AUTHORITY

By:

Brian McDougal
BRIAN McDOUGAL
CITY MANAGER

ATTEST:

Teddy Soudas
Secretary, Central Diposal, LLC
(Seal)

CENTRAL DISPOSAL, LLC

By:

Teddy Soudas
PRESIDENT

STATE OF OKLAHOMA)

) ss.

COUNTY OF POTTAWATOMIE)



Before me, the undersigned Notary Public, in and for said county and state, on this 4th day of JUNE, 2010, personally appeared Teddy Soudas President of Joe Howard Central Disposal, LLC, a limited liability company, to me known to be the identical person who executed the within and foregoing Agreement for the uses and purposes therein set forth.

Donna Mayo
NOTARY PUBLIC

My Commission expires: 8-31-11

Commission No.: 07008520

**ADDENDUM TO CONTRACT FOR SOLID WASTE COLLECTION
AND DISPOSAL SERVICES**

This Addendum is made and entered into this 16 day of December, 2013 by Central Disposal, L.L.C., an Oklahoma limited liability company (the "Contractor") and the City of Shawnee (the "Authority") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into the Contract for Solid Waste Collection and Disposal Services on July 1, 2010 (the "Contract"); and

WHEREAS, the Parties amended the Contract on July 5, 2011 (the "Amended Contract"); and

WHEREAS, the Parties now desire to further amend the Amended Contract to address Contractor's provision of recycling services to the Authority.

NOW, THEREFORE, for good and valuable consideration of the mutual covenants of the Parties contained herein, the Parties do hereby further modify and amend the Amended Contract in the following particulars, to-wit:

1. Insert a new Section XXIII which will read as follows:

"XXIII. Weekly Curbside Recycling. The Authority has imposed a fee for weekly curbside recycling for all its residents. Contractor will exclusively provide all weekly curbside recycling services, beginning March 1, 2014, on the following terms:

A. *New Service*. The Contractor will provide sixteen gallon containers and weekly curbside pick-up for \$3.50 per month. Contractor will collect paper, plastic (Plastics #1 and #2), tin, and aluminum only. The Authority may remove either or both recycling centers at its option. The monthly recycling charge to customers shall be reduced by 30 cents for each recycling center that is closed. Contractor will make suitable arrangements for cardboard and glass handling at its designated Transfer Station. In the event that residents require a replacement recycle receptacle, such resident will pay a fee equal to Contractor's cost for a new recycle receptacle.

B. *Increased Fee for Additional Polycarts*. Residents utilizing an additional polycart for regular service will be charged a fee of \$8.00 per month for such service.

C. *Reduction of Fee for Small Polycart Pickup*. Residents utilizing a "small" polycart will be charged a fee of \$6.50 per month for such service. However, in the event a resident elects to utilize a "small" polycart but continues to leave solid waste on the sides or perimeter of the "small" polycart, Contractor will notify the Authority of such practice and will work with all parties to achieve an agreeable solution including, but not limited to, altering the

monthly fee to reflect the resident's actual usage. Nothing in this section should be construed to eliminate or limit the periodic collection of yard waste for residents electing "small" polycarts.

D. *New Deposit for New Service on Solid Waste Polycarts.* In the event that a resident initiates new service with a solid waste polycart, such resident will pay a deposit in the amount of \$25.00 to the Authority. If the polycart is returned to the Authority, the Authority will return the deposit to the resident after deduction of any payment(s) owed to the Authority. If the resident fails to return the polycart, the Authority and the Contractor will split the deposit equally."

Except as modified and amended herein, in every other respect, the Amended Contract is hereby ratified, confirmed, and republished.

Approved this 16th day of December, 2013.

SHAWNEE MUNICIPAL AUTHORITY

By:

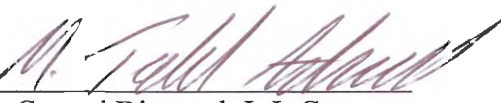

Brian McDougal
City Manager

Attest:


Phyllis Loftis, CMC, City Clerk
Authority Secretary

CONTRACTOR

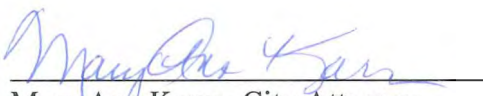
By:


Central Disposal, L.L.C.

Attest:


Secretary, Central Disposal, L.L.C.

Approved as to form and legality this 16 day of December, 2013 by Mary Ann Karns,
City Attorney


Mary Ann Karns, City Attorney

STATE OF OKLAHOMA)
) ss:
COUNTY OF POTTAWATOMIE)

Before me, the undersigned Notary Public, in and for said county and state, on this ____ day of Dec. 20, 2013, personally appeared M. Todd Adecek, Manager of Central Disposal, L.L.C., a limited liability company, to me known to be the identical person who executed the within and foregoing Agreement for the uses and purposes therein set forth.



(Seal)

Ava Milner

Notary Public in and for the
State of Oklahoma

My Commission No.: 66663

My Commission Expires: 4-17-2016

Shawnee Municipal Authority**2.**

Meeting Date: 06/06/2016

SMA FY16-17 Budget

Submitted By: Lisa Lasyone, City Clerk

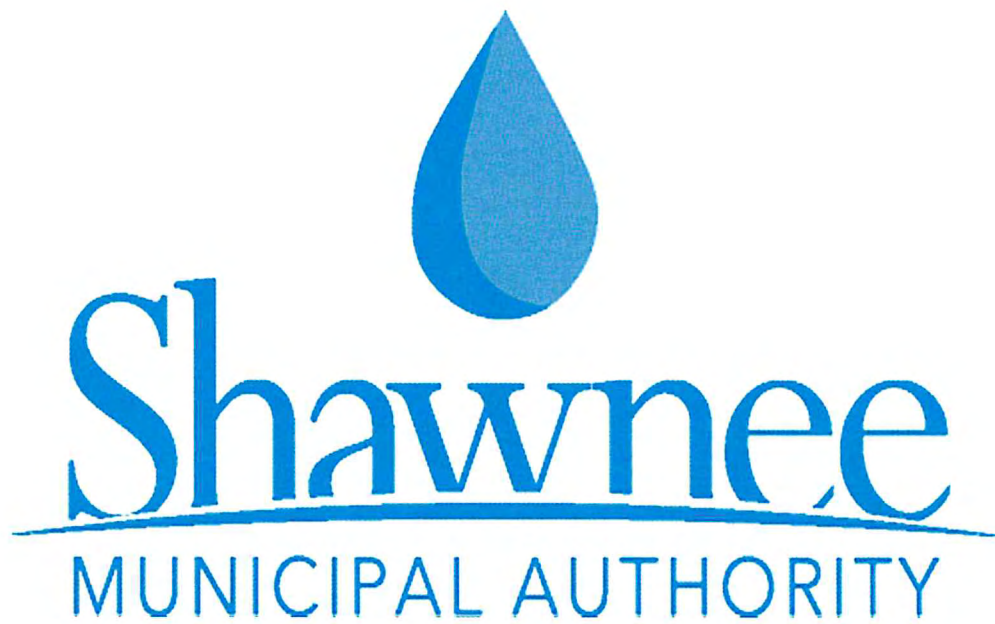
Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution adopting the budget for the Shawnee Municipal Authority for the period of July 1, 2016 through June 30, 2017 finding all things requisite and necessary have been done in preparation and presentation of budget.

Fiscal Impact**Attachments**Budget Summary & Resolution



Budget

Fiscal Year 2016-2017

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR SHAWNEE MUNICIPAL AUTHORITY, OKLAHOMA FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

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

WHEREAS, the budget for the fiscal year July 1, 2016 through June 30, 2017, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required by Charter and/or statute, and all comments and objections have been considered; and a public hearing was held June 6, 2016 at City Hall Commission Chambers at 9th and Broadway, Shawnee, Oklahoma.

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

501 SHAWNEE MUNICIPAL AUTHORITY	\$21,892,289
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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

THAT the budget for the SHAWNEE MUNICIPAL AUTHORITY, Oklahoma, now before the said City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, be, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2016 through June 30, 2017.

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

Passed and approved this 6th day of June, AD., 2016.

City of Shawnee, Oklahoma
A Municipal Corporation

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

SMA REVENUES

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4501	WATER SALES	6,799,600	6,323,696	7,000,000	7,249,832	7,000,000
4502	SEWER SERVICE	3,880,121	3,747,684	4,300,000	4,091,816	4,300,000
4503	SANITATION SERVICE	1,926,114	2,139,331	2,000,000	2,430,043	2,300,000
4510	WATER TAPS	8,400	9,150	13,500	11,500	13,500
4512	INDUSTRIAL PRETREAT. FEE	72,112	63,960	75,000	72,000	75,000
4516	RECONNECT FEES	235,606	243,827	250,000	255,110	260,000
4517	INSUFFICIENT CHECK FEES	4,280	4,425	4,000	4,500	4,500
	TOTAL CHARGES FOR SERVICES	12,926,233	12,532,073	13,642,500	14,114,802	13,953,000
4601	LAKE LEASES	-	94,896.00	120,000.00	120,000	120,000
4209	LAKE PERMITS	63,483	14,529	70,000	65,000	70,000
4210	REGISTRATION	26,925	27,650	25,000	28,000	25,000
4211	LAKESITE INSPECTIONS	2,175	1,275	2,500	2,000	2,500
4610	LEASE REVENUE-OIL AND GAS	0	0	3,000	3,000	3,000
4697	NEXTEL TOWER RENTAL	13,413.00	13,413.00	14,000.00	14,000.00	-
	TOTAL RENTAL REVENUES	105,996.00	151,763.00	234,500.00	232,000.00	220,500.00
4701	INTEREST INCOME	57,299.00	56,945.00	45,000.00	58,000.00	60,000.00
4706	METER DEPOSIT INTEREST	-	-	-		
4708	WATER IMPROVEMENT INTEREST	486.00	527.00	500.00	500.00	500.00
	TOTAL INTEREST INCOME	57,785.00	57,472.00	36,000.00	58,500.00	60,500.00
4801	PENALTIES	278,629.00	274,217.00	300,000.00	291,335.00	300,000.00
4804	INSURANCE RECOVERY	202,380.00	-	-		
4812	CASH LONG/SHORT	(33.00)	9.00	-		
4822	OTHER MISC. REVENUE	78,360.00	1,181.00	50,000.00	2,500.00	5,000.00
4825	REFUNDS & REIMBURSEMENTS	14,018.00	13,508.00	-		
4853	LOAN PROCEEDS		-		-	
	TOTAL OTHER REVENUES	470,000.00	288,915.00	470,000.00	293,835.00	470,000.00
4916	TRANSFER FROM CAPITAL IMPROV.	1,076,212.00	622,087.00	-	-	-
4965	TRANSFER FROM FUND BALANCE	-	-	-	-	-
4960	CONTRIBUTED CAPITAL REVENUE		-		-	
	TOTAL TRANSFERS IN	1,076,212.00	622,087.00	-	-	-
	TOTAL REVENUES	14,636,226.00	13,652,310.00	14,383,000.00	14,699,136.77	14,704,000.00

**SUMMARY SMA
EXPENSES**

ACCOUNT NUMBER	ACTUAL 2011-2012	ACTUAL 2013-2014	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
UTILITY BILLING	557,425	774,654	639,904	626,346	689,121
UTILITY ADMINISTRATION	2,201,614	2,484,284	3,766,938	2,827,878	3,951,507
LAKE OPERATIONS	97,678	231,418	247,430	272,455	135,918
WATER PRODUCTION	1,848,403	1,213,991	2,415,419	1,663,334	2,883,226
WATER DISTRIBUTION	947,503	834,630	2,196,843	934,041	2,394,901
NORTH SEWER TREATMENT PLANT	672,482	756,600	1,064,955	756,212	1,613,663
SOUTH SEWER TREATMENT PLANT	603,173	619,808	2,326,870	1,481,576	3,021,913
SEWER COLLECTIONS	434,626	607,599	1,593,889	1,515,240	2,092,540
VALVES	-	489,211	462,191	371,013	454,223
DEBT SERVICE	0	2,381,358	2,913,648	2,881,358	2,680,278
TRANSFERS OUT	1,335,000	1,350,000	2,100,000	2,300,000	1,975,000
 TOTAL REVENUES	 12,533,962	 13,456,263	 14,636,226	 14,383,000	 14,704,000
 TOTAL EXPENSES	 8,697,904	 11,743,553	 19,728,089	 15,629,453	 21,892,289

SMA Capital	New Money	Rollover	Total
0310-Utility Billing	\$ -	\$ -	
1010-Utility Admin	\$ -	\$ 500,000.00	
1020-lake			
1030-Water			
Chemical Pump Replacement	\$ -	\$ 30,000.00	\$ 30,000.00
Cleaning of Sludge Pond	\$ 211,147.50	\$ 88,852.50	\$ 300,000.00
Filter Rehab	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00
Total 1030			\$ 1,330,000.00
1040-Water Dist			
Waterline rehab	\$ 5,121.10	\$ 994,879.00	\$ 1,000,000.10
6 Inch Diesel Power	\$ 70,000.00		\$ 70,000.00
water pump			\$ -
One Ton truck woth hydraulic dump flat bed	\$ 70,000.00		\$ 70,000.00
			\$ 1,140,000.10
1050-NSTP			
Claifier Reconditioning	\$ 5,005.00	\$ 194,995.00	\$ 200,000.00
Master Plan Engineering	\$ 500,000.00	\$ -	\$ 500,000.00
Replace hand rails	\$ 40,000.00		\$ 40,000.00
			\$ 740,000.00
1060-SSTP			
New head works	\$ 500,000.00	\$ 800,000.00	\$ 1,300,000.00
Screw Pump repair	\$ 200,000.00	\$ 262,098.00	\$ 462,098.00
Clean Digesters (2)	\$ 300,000.00		\$ 300,000.00
Labor for rehab parts	\$ 30,000.00		\$ 30,000.00
Drying Beds Media	\$ 100,000.00		\$ 100,000.00
			\$ 2,192,098.00
1070-Sewer			
Annual rehab	\$ 1,000,000.00		\$ 1,000,000.00

SMA Capital	New Money	Rollover	Total
Flusher Vac/Combp	\$ 400,000.00		\$ 400,000.00
Prtable lift station pump	\$ 80,000.00		\$ 80,000.00
			\$ 1,480,000.00

<u>\$ 4,011,273.60</u>	<u>\$ 3,370,824.50</u>	<u>\$ 6,882,098.10</u>
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Shawnee Municipal Authority**3.**

Meeting Date: 06/06/2016

OWRB Loan Refinance

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Consider and take action with respect to a resolution authorizing the Shawnee Municipal Authority (the "Authority") to issue its Utility System Revenue Note, Series 2016 (the "Note") in the aggregate principal amount of \$5,410,000.00; waiving competitive bidding and authorizing the note to be sold on a negotiated basis; approving and authorizing execution of an indenture authorizing the issuance and securing the payment of the Note; providing that the organizational document creating the Authority is subject to the provisions of the indenture; ratifying and confirming a lease agreement and operation and maintenance contract, as amended, pertaining to the water and sanitary sewer systems; approving and authorizing the execution of a parity agreement; establishing the Authority's reasonable expectation with respect to the issuance of tax-exempt obligations by the Authority in calendar year 2016, and designating the Note as a qualified tax-exempt obligation; authorizing and directing the execution of the Note and other documents relating to the transaction, including professional services agreements; and containing other provisions relating thereto.

Fiscal Impact**Attachments**OWRB Loan Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SHAWNEE MUNICIPAL AUTHORITY (THE "AUTHORITY") TO ISSUE ITS UTILITY SYSTEM REVENUE NOTE, SERIES 2016 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,410,000.00; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF AN INDENTURE AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT, AS AMENDED, PERTAINING TO THE WATER AND SANITARY SEWER SYSTEMS; APPROVING AND AUTHORIZING THE EXECUTION OF A PARITY AGREEMENT; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2016, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION, INCLUDING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Shawnee Municipal Authority (the "Authority") is authorized to incur an indebtedness by the issuance of its Utility System Revenue Note, Series 2016 for and on behalf of the City of Shawnee, Oklahoma (the "City"), in an aggregate principal amount of \$5,410,000.00 (the "Note") for the purpose of providing funds to (i) a advance refund the Issuer's Series 2010 Drinking Water SRF Promissory Note to the Oklahoma Water Resources Board dated June 25, 2010, issued in the original principal amount of \$7,780,000.00; and (ii) pay certain costs associated with the issuance of the Note. The Note shall bear interest at the rate of 2.35% per annum. The principal installments on the Note shall be paid as set forth on Exhibit "A" hereto.

SECTION 2. COMPETITIVE BIDDING WAIVED. Competitive bidding on the sale of said Note is waived and the Note is authorized to be sold to Branch Banking and Trust Company, Charlotte, North Carolina, at a price of par.

SECTION 3. INDENTURE. The General Bond Indenture, as supplemented and amended by a Series 2016 Supplemental Note Indenture (collectively referred to herein as the "Indenture"), both by and between the Authority and BancFirst, as trustee bank (the "Trustee"), authorizing the issuance of and securing the payment of the Note approved in Section 1 hereof, is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 4. ORGANIZATIONAL DOCUMENT SUBJECT TO THE INDENTURE.

The organizational document creating the Authority is subject to the provisions of the Indenture referenced in Section 3 hereof.

SECTION 5. LEASE AGREEMENT. The Lease Agreement and Operation and Maintenance Contract dated as of January 12, 1971, as amended by an Amendment to Lease Agreement dated as of July 1, 1990, both between the City and the Authority (collectively, the “Lease Agreement”), whereby the City leased its water and sanitary sewer systems to the Authority and whereby the City agreed to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the Note is paid.

SECTION 6. PARITY AGREEMENT. The Authority hereby approves and authorizes the execution of a Parity Agreement, by and among the Oklahoma Water Resources Board, the Authority, and the Trustee.

SECTION 7. CERTIFICATE OF DESIGNATION. The Authority anticipates that the total amount of tax-exempt obligations (other than private activity bonds) issued by the Authority or other issuers on behalf of the City, will not exceed \$10,000,000 for calendar year 2016, and hereby designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in the Internal Revenue Code of 1986, as amended, and authorizes the Chairman or Vice Chairman of the Authority to execute and deliver on behalf of the Authority a Certificate of Designation to that effect.

SECTION 8. EXECUTION OF NECESSARY DOCUMENTS. The Chairman or Vice-Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Note to Branch Banking and Trust Company, Charlotte, North Carolina, upon receipt of the purchase price and are further authorized and directed to execute all necessary documentation and closing and delivery papers required by Bond Counsel, including but not limited to professional services agreements with The Public Finance Law Group PLLC, as Bond Counsel, and BOSC, Inc., a subsidiary of BOK Financial Corporation, as Financial Advisor; approve the disbursement of the proceeds of the Note, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED THIS 6TH DAY OF JUNE, 2016.

SHAWNEE MUNICIPAL AUTHORITY

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Shawnee Municipal Authority.

I further certify that the Trustees of the Authority held a Regular Meeting at 6:30 o'clock p.m. on June 6, 2016, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 6TH DAY OF JUNE, 2016.

SHAWNEE MUNICIPAL AUTHORITY

(SEAL)

Secretary of Authority

EXHIBIT “A”

[Principal Payment Schedule]

Payment Date	Principal Amount
October 1, 2016	\$105,000
April 1, 2017	155,000
October 1, 2017	155,000
April 1, 2018	160,000
October 1, 2018	160,000
April 1, 2019	160,000
October 1, 2019	165,000
April 1, 2020	165,000
October 1, 2020	170,000
April 1, 2021	170,000
October 1, 2021	170,000
April 1, 2022	175,000
October 1, 2022	175,000
April 1, 2023	180,000
October 1, 2023	180,000
April 1, 2024	180,000
October 1, 2024	185,000
April 1, 2025	185,000
October 1, 2025	190,000
April 1, 2026	190,000
October 1, 2026	195,000
April 1, 2027	195,000
October 1, 2027	200,000
April 1, 2028	200,000
October 1, 2028	200,000
April 1, 2029	205,000
October 1, 2029	205,000
April 1, 2030	210,000
October 1, 2030	210,000
April 1, 2031	215,000