

AGENDA
BOARD OF CITY COMMISSIONERS
December 18, 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 for December 4, 2017 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for November 2017
 - Project Payment Report for November 2017
 - c. Budget Amendment – Fund 001
To amend budget for the 1st year award of the Community Oriented Police Services (COPS) Grant
 - d. Budget Amendment – Fund 001
To amend budget for the VOCA (Victims of Crime Act) Police Grant
 - e. Acknowledge receipt of Pioneer Library System Revised Budget for July 1, 2017 through June 30, 2018.
 - f. Authorize staff to proceed with a Request for Qualifications (RFQ) for a City insurance consultant.
 - g. Acknowledge Oklahoma Municipal Retirement Fund normal retirement for Janice Carr.
 - h. Mayor's Appointments

Shawnee Beautification Committee
Ethan Birdwell 1st Full Term Expires 1/1/2022
Appointment to New Committee
 - i. Acknowledge resignation of Harvey Valentine from the Shawnee Housing Authority Board.

- j. Authorize the City Manager to vote in the affirmative on the Shawnee Chamber of Commerce Special Meeting Proxy Card and Ballot.
 - k. Authorize the City Manager to utilize funds from the lodging surcharge account to purchase a mobile stage in partnership with Visit Shawnee, Inc. and Safe Events for Families.
 - l. Confirm and approve City Manager's hiring of Bonnie Wilson as Airport Manager.
2. Citizens Participation
 - (A three minute limit per person)
 - (A twelve minute limit per topic)
 3. Public hearing and consideration of an ordinance to rezone property located at 1420 East 45th Street from RE; Residential Estates District to C-3; Highway Commercial District. Applicant: Doris Townsend Case No. P14-17. *(No action needed - applicant withdrew application.)*
 4. Discussion, consideration and possible action regarding an ordinance to approve the annexation of 506 acres (more or less) owned by St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc., located in Section 2, Township 10 North, Range 3 East; and providing for its immediate effect and enforceability upon passage and publication through the emergency clause.
 5. Discussion, consideration and possible action to approve a contract with Infrastructure Management Services (IMS) for Pavement Management, Inspection, Condition, Rating and Reporting Services.
 6. Presentation, discussion, consideration and possible action regarding a resolution to approve the Design Phase of the Parks Master Plan.
 7. Consider a resolution to surplus certain City of Shawnee vehicles and donate to the Heart of Oklahoma Exposition Center.
 8. Acknowledge Sales Tax Report received December 2017.
 9. City Manager Report
 10. New Business
 - (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
 11. Commissioners Comments
 12. 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: 12/18/2017

CC Minutes 12-4-17

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes for December 4, 2017 regular meeting.

Attachments

CC Minutes 12-4-17

BOARD OF CITY COMMISSIONERS PROCEEDINGS
DECEMBER 4, 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, December 4, 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

Lesa Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes for November 20, 2017 regular meeting.
- b. Acknowledge the following minutes:
 - Shawnee Beautification Committee Minutes from October 19, 2017
- c. Authorize Staff to purchase a 2018 Chevrolet Tahoe 4x4 with the county sales tax funds in the total amount of \$40,904.95.

- d. Approve agreement with the Housing Authority of the City of Shawnee for supplemental police services.
- e. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease site at Shawnee Twin Lakes.
- f. Mayor's Appointments

Zoning Board of Adjustment

Ed Bolt

1st Full Term

Expires 6/1/2020

Replaces Tom Bierd – Termed Out

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to approve the Consent Agenda Item Nos. 1(a-f). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

Holly Gordon announced that the Downtown Christmas Parade will be this Thursday, December 7th.

AGENDA ITEM NO. 3:

City Manager Presentation of Oklahoma Municipal League (OML) certificates to employees with 25 or more years of service with the City of Shawnee.

James Bryce

Steve Leader

Ronnie Wilson

John Krywicki

Mike VanAntwerp

James Bryce and Mike VanAntwerp were present to accept the Oklahoma Municipal League certificates to employees with 25 or more years of service with the City of Shawnee presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4:

Presentation by Michelle Briggs,
President/CEO of Avedis Foundation.

City Manager Justin Erickson spoke of the accomplishments made during the first phase of the five-year partnership with the Avedis Foundation. He mentioned various sidewalk repair or replace projects that have been completed and also spoke of the current sidewalk project along Broadway Street.

Mr. Erickson introduced Michelle Briggs, President/CEO of Avedis Foundation. Ms. Briggs presented the City with an additional \$350,000.00 grant which will provide for the installation or replacement of sidewalks on Broadway Avenue from Highland Street to MacArthur Street, on Kickapoo Street from MacArthur Street to 45th Street and also on Kickapoo Street from 45th Street to the Interstate Parkway.

AGENDA ITEM NO. 5:

Public hearing for the purpose of giving members of the public an opportunity to be heard prior to any vote on the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.

Mayor Finley declared a public hearing in session for the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan. No one appeared in favor or against the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan. The public hearing was closed.

Commissioner Shaw asked if additional ad valorem tax will be added. City Manager Justin Erickson clarified that there would not be a new ad valorem tax, but anything incurred over the base tax amount would contribute to the Tax Increment Financing (TIF) District. Commissioner Shaw asked for clarification regarding a section that she interpreted as giving the City Manager and the Shawnee Municipal Authority unlimited authority over the TIF District. City Attorney Joe Vorndran stated that their authority would only extend as far as City ordinances and the City Charter allow.

Commissioner Gillham stated he was pleased to see the TIF District and noted the progressiveness of Shawnee is very exciting.

AGENDA ITEM NO. 6:

Consideration of an ordinance approving and adopting the Amended and Restated Shawnee Downtown Revitalization Project Plan pursuant to the Oklahoma Local Development Act; designating and adopting

project area and increment district boundaries; confirming the establishment of a date for the creation of Increment District No. 1, City of Shawnee; establishing a date for the creation of Increment District No. 2, City of Shawnee; adopting certain findings; authorizing the City of Shawnee to carry out and administer the project plan; establishing a tax apportionment fund; declaring apportioned funds to be special funds of the City of Shawnee or the Shawnee Municipal Authority; authorizing the use of increment revenues for the payment of certain project costs; authorizing the Shawnee Municipal Authority to carry out certain provisions of the project plan; ratifying and confirming the actions, recommendations and findings of the Shawnee Downtown Revitalization Project Amendment Review Committee and the Shawnee Planning Commission; directing continuing apportionment; providing for severability; and declaring an emergency.

City Manager Justin Erickson explained that staff and the Planning Commission recommend approval. Mr. Erickson thanked the Shawnee Downtown Revitalization Project Amendment Review Committee for their work on this project.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to approve an ordinance approving and adopting the Amended and Restated Shawnee Downtown Revitalization Project Plan pursuant to the Oklahoma Local Development Act; designating and adopting project area and increment district boundaries; confirming the establishment of a date for the creation of Increment District No. 1, City of Shawnee; establishing a date for the creation of Increment District No. 2, City of Shawnee; adopting certain findings; authorizing the City of Shawnee to carry out and administer the project plan; establishing a tax apportionment fund; declaring apportioned funds to be special funds of the City of Shawnee or the Shawnee Municipal Authority; authorizing the use of increment revenues for the payment of certain project costs; authorizing the Shawnee Municipal Authority to carry out certain provisions of the project plan;

ratifying and confirming the actions, recommendations and findings of the Shawnee Downtown Revitalization Project Amendment Review Committee and the Shawnee Planning Commission; directing continuing apportionment; providing for severability.

Ordinance No. 2620NS was introduced.

AN ORDINANCE APPROVING AND ADOPTING THE AMENDED AND RESTATED SHAWNEE DOWNTOWN REVITALIZATION PROJECT PLAN PURSUANT TO THE OKLAHOMA LOCAL DEVELOPMENT ACT; DESIGNATING AND ADOPTING PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; CONFIRMING THE ESTABLISHMENT OF A DATE FOR THE CREATION OF INCREMENT DISTRICT NO. 1, CITY OF SHAWNEE; ESTABLISHING A DATE FOR THE CREATION OF INCREMENT DISTRICT NO. 2, CITY OF SHAWNEE; ADOPTING CERTAIN FINDINGS; AUTHORIZING THE CITY OF SHAWNEE TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; DECLARING APPORTIONED FUNDS TO BE SPECIAL FUNDS OF THE CITY OF SHAWNEE OR THE SHAWNEE MUNICIPAL AUTHORITY; AUTHORIZING THE USE OF INCREMENT REVENUES FOR THE PAYMENT OF CERTAIN PROJECT COSTS; AUTHORIZING THE SHAWNEE MUNICIPAL AUTHORITY TO CARRY OUT CERTAIN PROVISIONS OF THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE SHAWNEE DOWNTOWN REVITALIZATION PROJECT AMENDMENT REVIEW COMMITTEE AND THE SHAWNEE PLANNING COMMISSION; DIRECTING CONTINUING APPORTIONMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2620NS 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. 2620NS. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 7:

Administrative Reports

a. Department of Justice Grant – Police Chief Mason Wilson

Police Chief Mason Wilson announced that the Shawnee Police Department was awarded a \$250,000.00 grant from the Department of Justice's Office of Community Oriented Police Services (COPS). The Shawnee Police Department is one of four Oklahoma agencies to receive funds. The grant will fund two additional full-time officers for the next three years and allow veteran officers to patrol high crime areas.

AGENDA ITEM NO. 8:

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. 9:

Commissioners Comments

Vice Mayor Harrod said he hoped to see a big crowd at the Downtown Christmas Parade this Thursday night.

Commissioner Shaw congratulated the Shawnee Police Department on the COPS grant. She also thanked the Avedis Foundation on the second grant for the sidewalk projects. Commissioner Shaw stated she is seeing positive changes in the community and is very thankful.

Mayor Finley said he has received questions from the public regarding whether the City is being premature in re-annexing the land owned by St. Gregory's University. Mayor Finley stated that the City Commission is fulfilling statutory requirements that must be met if the City decides to re-annex the property. These actions by the City will safeguard the rights of the City in the event re-annexation is sought. He noted that the City has made no decision as of yet whether to re-annex the property and will assist St. Gregory's as they continue to reorganize.

AGENDA ITEM NO. 10:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:45 p.m.)

RICHARD FINLEY, MAYOR

(Attest)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1.b.

Meeting Date: 12/18/2017

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 November 2017
 - Project Payment Report for November 2017
-

Attachments

License Pymt Rpt

Project Pymt Rpt

12/05/2017 11:57 AM
LICENSES: THRU ZZZZZZZZZZ

L I C E N S E P A Y M E N T R E P O R T
SORTED BY: CODE

PAGE:
PAYMENT DATES: 11/01/2017 TO 11/30/2017

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION	TOTAL PAI
					TAX INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	7	175.00CR			175.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	14	210.00CR			210.00
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR			75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1	100.00CR			100.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	7	550.00CR			550.00
HUNT2	MIGRATORY FOWL	16	128.00CR			128.00
IMERC	ITINERANT MERCHANT FEE	2	100.00CR			100.00
LAKEINSP	LAKE LEASE INSPECTION	3	225.00CR			225.00
LAKELEASE	LAKE LEASE	7	2,769.00CR			2,769.00
MECH1	MECHANICAL CONTRACTOR INTIAL	1	100.00CR			100.00
MECH2	MECHANICAL CONTRACTOR RENEW	10	775.00CR			775.00
NSF	RETURNED CHECK FEE	1	20.00CR			20.00
PLUM1	PLUMBING CONTRACTOR INITIAL	2	200.00CR			200.00
PLUM2	PLUMBING CONTRACTOR RENEW	8	600.00CR			600.00
RESAL	RESIDENTIAL SALE	52	520.00CR			520.00
SIGN	SIGN HANGERS LICENSE FEE	1	75.00CR			75.00
SOLID	SOLICITOR DAILY LICENSE	3	9.00CR			9.00
TOTAL			6,631.00CR			6,631.00

12/05/2017 10:05 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 11/01/2017 TO 11/30/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	272.00CR
001-4202	BUILDING PERMITS	9,421.70CR
001-4203	PLUMBING PERMITS	3,300.00CR
001-4204	ELECTRICAL PERMITS	650.00CR
001-4205	ZONING PERMITS & APPLICATIONS	550.00CR
001-4206	HEATING & A/C PERMITS	1,087.50CR
001-4249	OTHER PERMITS	710.00CR
001-4822	OTHER MISC. REVENUE	34.00CR
101-4249	OTHER PERMITS	450.00CR
501-4510	WATER TAPS	3,100.00CR
799-1023	BANCFIRST GENERAL	19,575.20

12/05/2017 10:05 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 11/01/2017 TO 11/30/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	11,177.40CR
B2-ADD	BUILDING CONSTRUCTION ADD	198.30CR
B3-REMODEL	BUILDING CONSTRUCTION REM	2,858.50CR
B4-SHELTER	BUILDING SHELTER	59.00CR
B4-STORAGE	BUILDING STORAGE SHED	59.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	699.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,091.50CR
P3-REMODEL	PLUMBING REMODEL	1,717.00CR
P5-SEPTIC	SEPTIC PERMIT	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	400.00CR
X-MOVING	MOVING PERMIT	50.00CR
X-SIGN	SIGN PERMIT	500.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	64.50CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
Z-REZONING	REZONING REQUEST	550.00CR
TOTAL		19,575.20CR

Regular Board of Commissioners

1.c.

Meeting Date: 12/18/2017

Budget Amendment COPS

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 001

To amend budget for the 1st year award of the Community Oriented Police Services (COPS) Grant

Attachments

Budget Amend COPS

City of Shawnee
Budget Amendment
Fund 001 GENERAL
December 18, 2017

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	4148			COPS GRANT	-	83,333.00	83,333.00
				Total	-	83,333.00	83,333.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-5101			REGULAR SALARIES	2,904,902.00	65,000.00	2,969,902.00
001	5-0620-5116			POLICE PENSION	396,568.00	9,100.00	405,668.00
001	5-0620-5130			CLOTHING ALLOWANCE	67,200.00	2,400.00	69,600.00
001	5-0620-5112			MEDICARE	50,894.00	2,730.00	53,624.00
001	5-0620-5113			HEATH INSURANCE	387,489.00	4,103.00	391,592.00
					-	-	-
					3,807,053.00	83,333.00	3,890,386.00

Approved by the City Commission this

 12/18/2017

Explanation of Budget Amendment:
 To amend budget for the 1st year award of the
 COPS grant

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

November 1, 2017

Chief of Police Mason Wilson
City Manager Justin Erickson

Shawnee Police Department
16 West 9th Street
P.O. Box 1448
Shawnee, OK 74801
ORI OK06301

Re: COPS Hiring Program award number 2017UMWX0088

Dear Chief of Police Wilson and City Manager Erickson:

Congratulations on your agency's award for 2 officer position(s) and \$250,000.00 in federal funds over a three-year award period under the 2017 COPS Hiring Program (CHP). The local cash match required for this award will be \$114,670.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 90 days from the date of this letter.**

The official start date of your award is 11/01/2017. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

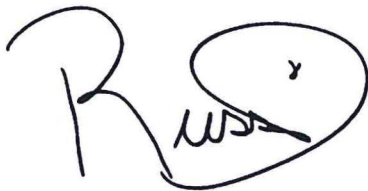


process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

Supplemental online award information for 2017 COPS CHP recipients can be found on the CHP Program page at <https://www.cops.usdoj.gov/default.asp?Item=2367>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2017 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

The FBI is retiring the current Summary Reporting System (SRS) and will transition to an all-National Incident-Based Reporting System (NIBRS) data collection system within the next 5 years. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Beginning in 2021, the FBI will no longer collect summary crime data and will only accept data in the NIBRS format. Consequently, COPS Office awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. The COPS Office encourages its award recipients to submit NIBRS data to the FBI Criminal Justice Information Services Division in a timely manner, thereby ensuring sufficient and complete crime and arrest data is available for consideration.

Once again, congratulations on your 2017 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

A handwritten signature in black ink, appearing to read 'R Washington', enclosed within a large, loopy oval shape.

Russell Washington,
Acting Director

Date: 11/13/2017

Additional Award Notification

Regular Board of Commissioners

1.d.

Meeting Date: 12/18/2017

Budget Amendment VOCA

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 001

To amend budget for the VOCA (Victims of Crime Act) Police Grant

Attachments

Budget Amend VOCA

City of Shawnee
Budget Amendment
Fund 001 GENERAL
December 18, 2017

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	4150			VOCA Grant	-	59,940.00	59,940.00
				Total	-	59,940.00	59,940.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-5101			REGULAR SALARIES	2,969,902.00	43,425.00	3,013,327.00
001	5-0620-5102			Overtime	500,000.00	5,000.00	505,000.00
001	5-0620-5116			POLICE PENSION	405,668.00	6,779.50	412,447.50
001	5-0620-5112			MEDICARE	53,624.00	629.66	54,253.66
001	5-0620-5113			HEATH INSURANCE	391,592.00	4,105.84	395,697.84
					-	-	-
					4,320,786.00	59,940.00	4,380,726.00

Approved by the City Commission this

 12/18/2017

Explanation of Budget Amendment:
 To amend budget for the VOCA police grant

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

Organization: Shawnee, City of

2017-VOCA-Shawnee CI-037

VOCA Award Budget Summary

Awarded Amount: **\$59,940**
 Required Match: **\$5,000.00**

- Your Awarded Amount and Required Match are listed at the top of the screen and in the chart below.
- The Amount Requested/Match Requested columns are the amounts requested in your grant application.
- If the Approved Budget differs from the requested amounts and you need to make adjustments to the budget, you can request a GAN after the award is accepted.
- Once you have reviewed the Approved Budget amounts, you may **SAVE** the form and go to the Award Notice.

	Amount Requested	Match Requested	Approved Budget	Approved Match
Personnel	\$46,185	\$0	\$46,185	\$0
Benefits	\$13,755	\$0	\$13,755	\$0
Contractors & Consultants	\$0	\$0	\$0	\$0
Travel	\$2,906	\$0	\$0	\$0
Equipment	\$0	\$5,000	\$0	\$0
Facilities, Equipment	\$0	\$0	\$0	\$0
Rental and Leases				
Supplies & Operating	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
Indirect Costs	\$0		\$0	
Volunteer Time		\$0		\$5,000
TOTALS	\$62,846	\$5,000	\$59,940	\$5,000

Regular Board of Commissioners

1.e.

Meeting Date: 12/18/2017

Pioneer Library Revised Budget

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge receipt of Pioneer Library System Revised Budget for July 1, 2017 through June 30, 2018.

Attachments

Pioneer Library Revised Budget

**PIONEER LIBRARY SYSTEM
REVISED BUDGET
JULY 1, 2017 - JUNE 30, 2018**

REVENUES

Ad Valorem Taxes		
Cleveland County	\$12,941,191	
McClain County	1,817,249	
Pottawatomie County	2,264,659	
Total Ad Valorem Taxes		\$17,023,099
Oklahoma Department of Libraries		
State Aid	\$132,431	
Total State Aid		\$132,431
Other Revenue	\$455,836	
Subtotal All Revenue		\$455,836
		<u>\$17,611,366</u>
Release of Fund Balance		
Use of Assigned Fund Balance		\$446,684
Use of Unassigned Fund Balance		\$0
Fund Balance		
Fund Balance Carryover		
Assigned Fund Balance		\$692,312
Committed Fund Balance		\$226,262
Unassigned Fund Balance		\$6,394,627
Total Fund Balance		<u>\$7,313,201</u>
TOTAL REVENUE		<u><u>\$25,371,251</u></u>

EXPENDITURES

Personnel Services	\$11,610,393	
Books and Other Materials	2,770,440	
General & Administrative	936,400	
Technology	1,909,400	
System Services	781,417	
(Development, Literacy, Programming, Strategy and Innovation)		
(Marketing and Communication, Outreach, Continuing Education)		
Subtotal All Expenditures		<u>\$18,008,050</u>
Fund Balance		
Fund Balance Assigned Current Year		\$50,000
Fund Balance Carryover - Prior Year		
Assigned Fund Balance		\$692,312
Committed Fund Balance		\$226,262
Unassigned Fund Balance		\$6,394,627
Total Fund Balance		<u>\$7,363,201</u>
TOTAL GENERAL FUND EXP & FUND BALANCE		<u><u>\$25,371,251</u></u>


Chuck R. Thompson, Chair


Lisa Wells, Secretary

Vice-Chair Charlie Sherman
11/28/2017 signed in Chair's absence

INCOME	Revised Budget August 2017/2018	Revised Budget October 2017/2018	Change From 2017/18	% Change From 2017/18 Budget
Cleveland Co.	\$12,472,005	\$12,941,191	\$469,186	3.76%
McClain Co.	\$1,817,249	\$1,817,249	\$0	0.00%
Pott Co.	\$2,264,659	\$2,264,659	\$0	0.00%
Total Ad Valorem	\$16,553,913	\$17,023,099	\$469,186	2.83%
State Revenue				
State Aid	\$132,431	\$132,431	\$0	0.00%
Miscellaneous				
Fines	\$163,000	\$163,000	\$0	0.00%
Reprographics	\$44,000	\$44,000	\$0	0.00%
Public Printers	\$45,000	\$45,000	\$0	0.00%
Promotional Sales	\$0	\$0	\$0	
Headphone Sales	\$650	\$650	\$0	0.00%
Lost Book Reimburs	\$9,000	\$9,000	\$0	0.00%
Non Resident Fees	\$1,100	\$1,100	\$0	0.00%
Fax Income	\$19,200	\$19,200	\$0	0.00%
Interest Income	\$18,000	\$18,000	\$0	0.00%
Lease Income	\$60,336	\$60,336	\$0	0.00%
Loan Proceeds	\$61,250	\$61,250	\$0	0.00%
Miscellaneous	\$3,300	\$3,300	\$0	0.00%
Contractual Services	\$31,000	\$31,000	\$0	0.00%
Total Miscellaneous	\$455,836	\$455,836	\$0	0.00%
Subtotal All Revenue	\$17,142,180	\$17,611,366	\$469,186	2.74%
Release of Fund Balance Reserved for Encumbrances				
Use of Assigned Fund Balance	\$420,440	\$446,684	\$26,244	6.24%
Use of Unassigned Fund Balance	\$385,430	\$0	(\$385,430)	-100.00%
Fund Balance				
Assigned Fund Balance	\$718,556	\$692,312	(\$26,244)	-3.65%
Committed Fund Balance	\$226,262	\$226,262	\$0	0.00%
Unassigned Fund Balance	\$5,889,285	\$6,394,627	\$505,342	8.58%
Total Fund Balance	\$6,834,103	\$7,313,201	\$479,098	7.01%
TOTAL REVENUE	\$24,782,153	\$25,371,251	\$589,098	2.38%

EXPENSES	Revised Budget August 2017/2018	Revised Budget October 2017/2018	Change from 2017/18	% Change From 2017/18 Budget	% of 2017/18 Budget
Personnel Services					
Salaries	\$8,709,306	\$8,709,306	\$0	0.00%	48.66%
Social security/medicare	\$666,262	\$666,262	\$0	0.00%	3.72%
Recruitment	\$4,000	\$4,000	\$0	0.00%	0.02%
Retirement Benefits	\$695,000	\$795,000	\$100,000	14.39%	4.44%
Health Insurance	\$1,304,025	\$1,304,025	\$0	0.00%	7.29%
Group Term Life Insurance	\$31,930	\$31,930	\$0	0.00%	0.18%
Disability Insurance	\$29,870	\$29,870	\$0	0.00%	0.17%
Employee Assistance Programs	\$11,500	\$11,500	\$0	0.00%	0.06%
Workers Compensation	\$37,500	\$37,500	\$0	0.00%	0.21%
Contract Labor	\$7,000	\$7,000	\$0	0.00%	0.04%
Unemployment Insurance	\$7,000	\$7,000	\$0	0.00%	0.04%
Scholarship	\$7,000	\$7,000	\$0	0.00%	0.04%
Total Personnel Services	\$11,510,393	\$11,610,393	\$100,000	0.87%	64.87%
Materials	\$2,400,000	\$2,350,000	(\$50,000)	-2.08%	13.13%
Materials Norman East	\$420,440	\$420,440	\$0	0.00%	2.35%
Administrative Services					
Professional Services	\$65,000	\$75,000	\$10,000	15.38%	0.36%
Attorney Fees	\$60,000	\$60,000	\$0	0.00%	0.34%
Equipment	\$60,000	\$60,000	\$0	0.00%	0.34%
Equipment Repair & Maint.	\$2,000	\$2,000	\$0	0.00%	0.01%
Insurance	\$100,000	\$100,000	\$0	0.00%	0.56%
Membership	\$13,500	\$13,500	\$0	0.00%	0.08%
Postage	\$45,000	\$45,000	\$0	0.00%	0.25%
Supplies	\$75,000	\$75,000	\$0	0.00%	0.42%
Telephone	\$63,000	\$63,000	\$0	0.00%	0.35%
Mileage	\$33,000	\$33,000	\$0	0.00%	0.18%
Vehicles	\$85,000	\$85,000	\$0	0.00%	0.47%
Audit	\$29,000	\$29,000	\$0	0.00%	0.16%
Miscellaneous Expense	\$7,500	\$7,500	\$0	0.00%	0.04%
Reprographics	\$75,000	\$75,000	\$0	0.00%	0.42%
Sales Tax	\$7,400	\$7,400	\$0	0.00%	0.04%
Data Processing	\$79,000	\$79,000	\$0	0.00%	0.44%
Fine Collection Service	\$25,000	\$25,000	\$0	0.00%	0.14%
Revaluation	\$92,000	\$92,000	\$0	0.00%	0.51%

Board Development	\$10,000	\$10,000	\$0	0.00%	0.06%
Total G& A	\$926,400	\$936,400	\$10,000	1.08%	5.18%
Technology	\$1,357,000	\$1,357,000	\$0	0.00%	7.58%
Technology Norman East	\$552,400	\$552,400	\$0	0.00%	3.09%
System Services					
Continuing Education	\$176,717	\$176,717	\$0	0.00%	0.99%
Development	\$27,000	\$27,000	\$0	0.00%	0.15%
Events/Hospitality	\$5,000	\$5,000	\$0	0.00%	0.03%
Strategy and Innovation	\$150,000	\$150,000	\$0	0.00%	0.84%
Marketing and Communication	\$195,700	\$195,700	\$0	0.00%	1.09%
Programming	\$35,000	\$35,000	\$0	0.00%	0.20%
Literacy	\$12,000	\$12,000	\$0	0.00%	0.07%
System Facilities	\$155,000	\$155,000	\$0	0.00%	0.87%
System Outreach	\$25,000	\$25,000	\$0	0.00%	0.14%
Total System Services	\$781,417	\$781,417	\$0	0.00%	4.37%
Subtotal GF Expenditures	\$17,948,050	\$18,008,050	\$0	0.00%	100.00%
Fund Balance					
Fund Balance Assigned Current Year		\$50,000	\$50,000		
Fund Balance Carryover Prior					
Assigned Fund Balance	\$718,556	\$692,312	(\$26,244)	-3.65%	
Committed Fund Balance	\$226,262	\$226,262	\$0	0.00%	
Unassigned Fund Balance	\$5,889,285	\$6,394,627	\$505,342	8.58%	
Total Fund Balance	\$6,834,103	\$7,363,201	\$529,098	7.74%	
Total General Fund Expend. and Fund Balance	\$24,782,153	\$25,371,251	\$589,098	2.38%	

Regular Board of Commissioners

1.f.

Meeting Date: 12/18/2017

RFQ for Insurance

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to proceed with a Request for Qualifications (RFQ) for a City insurance consultant.

Attachments

RFQ Memo

RFQ



Office of the City Manager

MEMORANDUM

AGENDA: December 18, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson
Justin Erickson, City Manager

RE: **City Insurance Consultant**

SUMMARY AND BACKGROUND

The City's Human Resources Department is responsible for the administration of the City's benefits and insurance, including medical, dental, vision, life, accidental death, etc. The City has an employee base of approximately 300 full-time employees with a number of part-time and seasonal staff. The City's benefit plan year is July 1 – June 30, which is consistent with the City's fiscal year. Open enrollment is held in May or June every year.

Like many municipalities, the City utilizes an insurance consultant to assist with the annual renewal process including plan design, marketing and strategy. The consultant also assists with data analysis, client and member assistance and other services.

The City's current "consultant of record" is INSURICA and they have served the City for several years. The current contract with INSURICA (which totals \$24,500) does not fully encompass the scope of services contemplated in the attached RFQ document, including a potential transition to a self-insurance system, which is a feature most mid-size and larger municipalities in the State have implemented. Therefore, this is an appropriate time to again evaluate qualified firms and negotiate a contract that encompasses an expanded scope of services.

The selected consultant will assist the City in evaluating strategies to minimize increasing medical costs while adhering to City Commission directives.

RECOMMENDATION

Staff recommends that the City Commission authorize the solicitation of information from qualified firms interested in acting as the City's insurance consultant. Information from interested firms is due by January 19, 2018. It is expected that a contract for service will be presented to the City Commission for consideration as soon as February 19, 2018.

Attachment – Final Draft RFQ



REQUEST FOR QUALIFICATIONS

Insurance Benefits Consultant

December 2017

www.ShawneeOK.org

*****SUBMITTALS DUE BY JANUARY 19, 2018 AT 4:00 PM*****

I. OVERVIEW AND SITUATIONAL ANALYSIS

The City of Shawnee ("City") is soliciting Requests for Qualifications from qualified firms for the purpose of entering into an agreement to serve as the City's Insurance Benefits Consultant. It is the intent of the City to select a single firm to accomplish all services outlined in this RFQ.

The City of Shawnee has surveyed cities in Oklahoma of similar size and larger. The City of Shawnee is one of the only cities in excess of 25,000 population in the State, that is not self-insured. The City intends to fully consider transitioning to a self-insurance model as soon as July 1, 2018 and the selected consultant must be qualified and experienced in this area.

The City's Human Resources Department is responsible for the administration of the City's benefits and insurance, including medical, dental, vision, life, accidental death, etc. The City has an employee base of approximately 300 full-time employees with a number of part-time and seasonal staff. The City's benefit plan year is July 1 – June 30, which is consistent with the City's fiscal year. Open enrollment is held in May or June every year.

The benefits for which the Firm will be responsible are those offered for full-time City employees and eligible retirees (who pay 100% of cost). The City of Shawnee pays for a majority of employee Group Insurance. Employees pay 100% of the cost of the City's dental and vision plans, which are voluntary. Current benefits and providers include:

1. Group Insurance Plan (GPO) – Blue Cross & Blue Shield of Oklahoma
2. Dental Plan with Delta Dental of Oklahoma
3. Vision Plan with VSP
4. Section 125 flexible benefit plan for medical and dependent care with flex – American Fidelity
5. Life and AD&D Insurance – Prudential
6. Community Care Employee Assistance Program
7. Supplemental plans through AFLAC and American Fidelity

The Firm will assist the City in evaluating strategies to minimize increasing medical costs while adhering to City Commission directives. This includes continual review of the organizational needs and objectives of the City relating to benefit plan design, and assisting in plan management, funding, implementation and ongoing administering, research and technical services, renewals, marketing and plan compliance. A detailed scope of work and service expectations will be finalized in conjunction with contract review and approval.

II. PROJECT TIMELINE

RFQ Process Authorization from the City Commission	December 18, 2017
RFQ Submittal Deadline	January 19, 2018, 4:00 PM
Staff Review and Interviews Completed	February 9, 2018
Contract Award by City Commission	February 19, 2018

**these are estimated dates and subject to change*

III. SUBMITTAL REQUIREMENTS/INSTRUCTIONS

Deadline: January 19, 2018 at 4:00 PM CST

Submit: Eight (8) printed copies of all material and one digital copy

To: City of Shawnee, Finance Director, 1200 S. 9th, Shawnee, OK 74801

Mark Outside of Envelope: "RFQ Response – Insurance Benefits Consultant"

Questions: Cindy Arnold, Finance Director, (405) 878-1210

IV. SCOPE OF SERVICES

The Consultant will provide advice and other services to assist the City in providing competitive and cost-effective health and welfare benefits. These services will include assistance in establishing short- and long-term benefits and wellness strategies, managing plan finances including annual renewals, marketing for existing benefits and new lines of coverage, and increasing employee benefit knowledge and engagement.

The Scope of Services is described below. While this is a comprehensive scope, not all services may be included in the final contract with the successful Consultant. The City reserves the right to include or exclude any part of this scope in the final contract. If you choose NOT to propose services on one of these items, you should specifically note "not proposing" next to the item.

A. Communication/Responsiveness

1. Consultant shall be responsive and available to the City's management team as needed. The primary contact point shall be through Human Resources.
2. The City desires its Consultant to serve as an active advisor and business partner to the City's Human Resources office and management team. The Consultant is expected to aggressively service the City's account.
3. It is expected that when contacted by the City, the Consultant makes contact via email, telephone or voice mail the same day when possible or within 24 hours of a call/email to acknowledge receipt and schedule time to discuss or handle the issue/question at hand or to determine if urgency exists for resolution. If the primary consultant is not available, it is expected that another knowledgeable consultant would be available to assist the City on any issues that arise.
4. Consultant shall keep the City informed of current trends, healthcare breakthroughs, legislative issues, compliance requirements, and other training available or topics of interest related to employee benefits, health or wellness.

B. Plan Design and Strategy

1. The Consultant will constantly stay informed of the latest plan design concepts and municipal industry trends in employee benefit plan designs and cost sharing. It is expected that the Consultant will not be satisfied with status quo and will operate in a state of continuous quality improvement and innovation for striking a balance between cost savings and plan services for City employees.
2. The Consultant will provide to the City evidence of extensive research, written reports of benchmarking and creativity in recommending plan designs to the City.
3. The Consultant will closely evaluate health insurance networks and advise the City on potential cost differences.
4. The Consultant will carefully evaluate the array of group products available in the market, as well as individual products, and advise the City on their availability.

5. The Consultant will demonstrate its utilization of innovative solutions and evaluate multiple alternatives of best practices when advising the City.

C. Budgeting and Contribution Modeling

1. Consultant will actively assist the City in budgeting for benefit plans, possibly including a self-funded health insurance plan.
2. Consultant will perform ongoing, complex analysis of medical and drug claim expenses by numerous data categories, prepare and maintain historical comparative data, evaluate and communicate trends and forecast expected claims exposure.
3. Consultant will perform detailed modeling of alternative scenarios and recommend employee and City contribution models for the selected benefit plans, assisting in plan claim cost projections or forecasts for all health or wellness related costs, and any cost saving measures or recommendations determined necessary.
4. Consultant will recommend innovative changes in plan design and offerings to achieve City performance objectives.
5. Budget involvement will include actively participating and making presentations to the City staff, management team, all employees and/or City Commission.

D. Plan Management and Vendor Management

1. The Consultant will manage new vendor selections and/or existing vendor renewal agreements in close coordination with Human Resources staff on all plan benefits. The Consultant will:
 - a. Notify the City of renewal rates from current insurers or vendors no less than 90 days prior to the effective date.
 - b. Prepare RFIs to go to markets as needed or required for a variety of benefit needs (medical TPA, stop loss carriers, dental, vision, life, voluntary benefits, FSA, etc.), as well as benefit platform and other partners, wellness, COBRA, or other related programs/plans.
 - c. Compile and provide standardized vendor responses for review to the City.
 - d. Review, verify, and provide analytical due diligence on financial proposals and projections, including new or renewal contracts.
 - e. Negotiate with vendors at various stages.
 - f. Interview finalists and coordinate closely with the City.
 - g. Negotiate and review vendor contracts (with assistance from Human Resources and the City's Legal Department).
 - h. Assist in obtaining City Commission review and approval as needed on such new or renewal agreements.
 - i. Provide recommendations/considerations to plans or contributions.
 - j. Final decisions regarding the terms of such contracts will be made solely by the City of Shawnee.
2. Consultant will make various presentations to internal employee groups, such as the City's Insurance Work Group (employee workgroup), the City's management team, City Commission, and other groups as needed, to help encourage understanding and transparency.
3. Consultant will provide strong support during the annual enrollment process, serving as a liaison between the City and the enrollment vendors to the extent requested.
4. Consultant will regularly provide training materials, current industry information and technical support to City staff regarding the latest news and updates as it pertains to the Affordable Care Act (ACA), Center for Medicaid/Medicare Services (CMS), HIPAA, COBRA and any other relevant laws governing benefit plan administration.

5. Consultant will regularly remind the City's staff regarding reporting and compliance deadlines, and other requirements as it pertains to ACA, CMS, HIPAA, and COBRA.
6. Consultant will serve as a liaison between the City and all benefit vendor partners to the extent needed.
7. Consultant will review plan amendments and summary plan descriptions to ensure plans are compliant with federal standards and the City's objectives. Consultant shall work with vendors to correct any deficiencies prior to sending to the City for review. Consultant shall complete modifications and review promptly and in advance of plan start date.

E. Performance Reviews, Monitoring and Reporting

1. When requested, Consultant shall provide to the City a detailed medical plan performance review and detailed analysis, as compared to the prior year's data relative to claims, plan enrollment, large claim review and any other key information to consider in evaluating plan effectiveness and to determine future strategies to control costs, plan design changes and maintain market competitiveness.
2. Consultant shall travel to the City as needed at no additional charge, at a frequency of no less than quarterly, and also at annual enrollment time, to consult with staff and make presentations.
3. Within ninety (90) days after the end of the plan year, the consultant shall provide a report of the preceding plan year with detail necessary to properly review each plan and its performance. This review shall be comprehensive and will assist the City in reviewing all aspects of the plan to determine any considerations for changes to plan structure, type, market competitiveness, contribution structure, trends, etc.

F. Wellness Program:

The Consultant is expected to review and recommend program offerings and multiple incentives, setting targets for future year comparisons and to assess the program's overall effectiveness. Programming should focus on changing employee behaviors to improve their lifestyle and lower health risks.

G. COBRA Administration:

The Consultant is expected to evaluate options for consideration and develop/analyze service proposals requested by the City.

H. Other Services

The services listed above are current projections of the scope expected but are not intended to be all inclusive. Any additional services not specifically itemized herein shall be discussed between the Consultant and City of Shawnee.

V. SPECIFICATIONS AND SUBMITTAL REQUIREMENTS

Please provide the following minimum information in your submittal:

A. Firm Profile and Summary

In addition to providing information regarding your ability to meet our Scope of Services, please provide the following information in your RFQ response:

1. A description of your firm, including a brief history, size, number/location of offices and other pertinent information. Describe your organizational structure, including an overall history description of your firm.

2. Confirmation that you serve as an independent consultant, and are not affiliated with any insurance company, third party administrative agency or provider network.
3. The name(s) of the person(s) assigned to perform the work for the City of Shawnee and a brief biography for each one.
4. Indicate how long your company has been providing employee insurance benefit services.
5. The names, telephone numbers and addresses of three current clients (preferably municipal, government or Oklahoma communities) for whom you provide services related to health plan benefit analysis and design. For each client, please specify the type of work performed by your company, the size of the client's group and the period of time you have provided services to this client. In addition, please list the names and addresses of your Firm's five largest clients.
6. Describe the overall administration services that are provided for benefits, billing, claim research and administrative training/consultation.
7. Describe your experience working with clients that have a self-funded insurance plan and describe your experience assisting in the transition therewith.
8. Describe your experience in provider network development, recruitment, negotiation and maintenance. Outline your ability to provide expertise and experience in the areas of health plan benefit analysis and design.
9. A detailed explanation of your ability to monitor regulatory and legislative developments at both the state and federal levels and how this will be communicated to the City and its legal counsel.
10. Indicate your firm's capabilities and resources concerning communication to include ongoing employee communication, open enrollment and online enrollment services. Be sure to include information regarding on-line services.
11. Describe the type (i.e. face to face, conference calls, email only, etc.) and frequency (daily, monthly, etc.) of communication that will be made available for city officials and employees. Again, please describe in detail your on-line capabilities and services.
12. Describe the support you provide for the development and enhancement of employee wellness programs.
13. Describe in detail the assistance you provide in Affordable Care Act and other regulatory compliance and reporting.
14. Describe other consulting or support services your firm could provide to the City's group benefit plans.

7. Strategy and Plan Design

Describe the process you would use to assist the City in developing a multi-year benefits strategy. Include in your description:

- The systems/tools you would use to benchmark the City's current benefit program to the programs of governmental and private sector employers.
- The process you would use to review the City's current employee benefit plans and recommend changes to the program.
- The systems/tools you would use to develop, assess and quantify plan design changes and the impact on population health.

What are the three biggest benefits-related challenges that you anticipate the City will face over the next five years? What do you propose to help the City overcome them?

C. Financial Management

Describe the analytic capabilities your firm offers to assist with plan management, including a comprehensive description of the financial reporting you will provide.

Describe your quality review process for rate setting (including annual premium renewals), contribution development and plan design modeling.

Describe how your firm will assist the City in identifying current and future exposures to risk.

D. Marketing for Existing and New Lines of Coverage

Describe the services you would provide for request for proposal projects. Your description should include your approach to the following:

- Vendor identification
- Proposal development and analysis
- Negotiating, contract development and transition support

Describe your firm's marketplace leverage in negotiating with carriers regarding rates, policy terms and plan designs.

Please provide a description of the methodology your Firm undertakes for the annual renewal and negotiation process. What services will your Firm provide to assist the City during the open enrollment process?

E. Vendor Management

Describe the services you would provide to assist the City in monitoring the performance of the various benefit plan vendors including their compliance with functional plan design and established service levels.

Describe how you would help the City increase the performance of their benefit plan vendors. Include an example of success in increasing the performance of a benefit plan vendors on behalf of one of your clients

Describe the systems/tools you would use to analyze health care data including data on cost, care gaps and member risk. Explain how your systems/tools are superior to those offered by your competitors.

F. Health and Productivity Management

Describe your firm's approach and philosophy to developing a wellness strategy for the City. What is your process for measuring the success of health improvement programs?

Please provide an example of how you have worked with a client to develop, implement, manage and measure a health improvement program that has proven results.

G. Employee Education and Engagement

Describe the services you would provide to facilitate benefit plan understanding, engagement and consumerism.

H. Other Services

Describe how your firm stays up to date with benefit trends and best practices as well as regulatory and legislative developments.

Describe the process you use to keep the clients advised of benefit trends and best practices as well as legal and regulatory changes that related to the client's plans.

VI. SELECTION AND EVALUATION

Responses to this RFQ will help the City identify the most qualified consultants and will be indicative of the level of the firm's commitment. The City will evaluate the qualifications, references, overall fit with the City of Shawnee. The selection process will involve the following phases:

- Phase 1: A City review team will evaluate Consultant submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the Consultant's demonstrated understanding of RFQ terms and completeness of submissions.
- Phase 2: Interview of most qualified applicants.
- Phase 3: Review team will check references and rank firms.
- Phase 4: The City will enter into negotiations leading to a professional services agreement to be presented to the Shawnee City Commission for consideration.

The City of Shawnee reserves the right to reject any and all submittals, to compare the relative merits of the respective responses, and to choose a consultant, which in the opinion of the City, will best serve the interests of the City.

A. Criteria for Evaluation

All proposals will be evaluated according to, but not necessarily limited to, the following:

- The proposal's Plan of Services as required in Scope of Work and Consultant proposal Requirements.
- Extent and success of previous work provided to organizations similar in nature and size to those required herein.
- References provided verifying the required experience and level of service needed by the City.
- The proposal itself as an example of the potential consultant's work.
- The firm's demonstrated qualifications and expertise in performing the services required.
- The qualifications and experience of the staff who will be specifically assigned to the account.
- The firm's familiarity with insurance issues similar to those facing the City of Shawnee.
- The proposed Firm's interest in the services which are the subject of this RFQ, as well as their understanding of the scope of such services and the specific requirements of the City.
- The reputation, experience and efficiency of the proposed Firm.
- The ability of the Firm to provide quality services within time and funding constraints.
- The general organization of the proposal, specifically those proposals that addressed the scope of work and service expectations, and provided the requested information in a clear and concise format.

2. Negotiation and Execution of Contract

The City will negotiate and execute a contract with the selected firm containing such terms and conditions as shall be satisfactory to the City. The terms of such contract are subject to discussion and agreement but is anticipated to include the following at minimum:

- A scope of services similar to that set forth in this Request for Qualifications unless modified upon agreement by the City.
- A provision which allows the City of Shawnee the right to terminate services at any time upon sixty (60) days written notice.
- A provision that requires all services performed under the contract to conform to prevailing professional or provider standards and to the requirements of the contract.
- A provision requiring the Consultant to defend, indemnify and hold harmless the City with regard to any negligent acts or omissions or malfeasance with regard to the services performed or to be performed.
- Such other terms and conditions that may be required pursuant to Federal or State law, Regulation and/or by the City Attorney.
- It is the City's desire to maintain a multi-year relationship with the selected Consultant of choice, with an annual option to renew. However, the City cannot legally pledge funds beyond the current budget year.
- It is the City's preference that the selected consultant be paid based on a negotiated flat fee basis and that the selected Consultant will not be entitled to accept commissions or other remuneration on insurance products or services provided by insurance companies or third-party vendors related to the City's account unless specifically agreed to by the City. It is anticipated that negotiated fees shall be all-inclusive and cover all consulting, management and support staffing, travel expenses and overhead expenses associated with providing the full array of services set forth in the final contract.

Regular Board of Commissioners

1.g.

Meeting Date: 12/18/2017

OMRF Carr

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund normal retirement for Janice Carr.

Attachments

No file(s) attached.

Regular Board of Commissioners**1.h.**

Meeting Date: 12/18/2017

Mayor Appointment

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

Shawnee Beautification CommitteeEthan Birdwell 1st Full Term

Expires 1/1/2022

Appointment to New Committee

AttachmentsBirdwell Application



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Ethan Birdwell</u>	Application Date: <u>10-27-2017</u>
Address: <u>1202 Monroe Drive</u>	Date of Birth: <u>04-14-1994</u>
Mailing Address: <u>1202 Monroe Drive</u>	<u>74804, Shawnee, Ok</u>
Daytime Phone: <u>405-517-3806</u> Fax: <u>—</u>	Email: <u>etbirdw@gmail.com</u>
Profession: <u>Logistics Coordinator</u>	
Business Name: <u>Ben E. Keith</u>	
Business Address: <u>14200 N. Santa Fe Avenue</u>	<u>Oklahoma City, Ok 73013</u>
Business Phone: <u>405-753-7705</u> Fax: <u>—</u>	Email: <u>etbirdwell@benekeith.com</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 1

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

☐ Airport Advisory Board ☒ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development ☐ Authority ☒ Community Service Contracts Review Committee ☐ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other _____
---	--

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

I want to help and have a positive impact on my community
I have remained active in my previous locations and wish to
do so here.

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?

I love and care about the future/growth of Shawnee. I am young and ambitious but very meticulous and logic oriented in my work.

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

Relay for Life.

List education, including degree(s) earned:

Bachelors degree in Communication. Minor in German. from Bethel College.

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

No, but I interned for a small-town newspaper and covered City Commission Meetings

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
Andrew Falls	Boss/work	405 753-7727
Terry Stephens	Boss/work	405 760 5752
Perry White	College President/CEO	615 823 5611 ext 3044

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 Steve Biedma

Date 10-27-17

Regular Board of Commissioners

1.i.

Meeting Date: 12/18/2017

Valentine Resignation

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge resignation of Harvey Valentine from the Shawnee Housing Authority Board.

Attachments

Valentine Resignation

Lisa Lasyone

From: Randy <Randy@ShawneeHA.org>
Sent: Wednesday, December 13, 2017 10:31 AM
To: Lisa Lasyone
Cc: 'Diane Adams'
Subject: Commissioner Resignation - Shawnee Housing Authority

Hi Lisa,

Tuesday, December 13, 2017 at 4:25 p.m., Harvey Valentine informed us he needed to resigning his position on our Board, effective immediately. He asked me to make the Mayor's office aware on his behalf. Please advise if you require anything else from us at this time.

Thank you,
Randy

Randy G. Thomason
Executive Director
Housing Authority of the City of Shawnee
P.O. Box 3427
601 W. Seventh Street
Shawnee, OK 74802-3427
(405) 275-6330, ext. 305
randy@shawneeha.org

Regular Board of Commissioners

1.j.

Meeting Date: 12/18/2017

Chamber of Commerce Vote

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize the City Manager to vote in the affirmative on the Shawnee Chamber of Commerce Special Meeting Proxy Card and Ballot.

Attachments

Chamber Vote



Office of the City Manager

MEMORANDUM

AGENDA: December 18, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Chamber of Commerce Vote on Asset Acquisition Agreement and Dissolving of Affairs**

SUMMARY AND BACKGROUND

Over the last two years, there have been ongoing community discussions regarding a merger of the Greater Shawnee Chamber of Commerce ("Chamber") and the Shawnee Economic Development Foundation ("SEDF"). Those discussion have intensified over the last few months and the matter is now under formal consideration by the membership of both entities.

In summary, the Chamber and SEDF would merge into a new entity that is presently called "Shawnee Forward" and combine their assets. In time, the business affairs of the former entities would be concluded and the former entities would be dissolved. The new organization would be led by a board of directors comprised of members of each of the present boards.

The City of Shawnee is a longstanding member of the Chamber and has 10 votes based on its investment level. As indicated in the attached materials, the voting date has been extended until January 10, 2018. The City did contemplate a potential merger as indicated by the language in the 2017-2018 SEDF contract which was approved on June 8, 2017.

RECOMMENDATION

Staff recommends that the City Commission authorize the City Manager to vote in the affirmative on both voting items (A.1 and A.2).

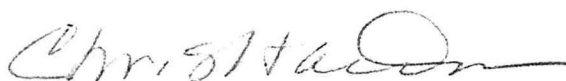
Attachment

City of Shawnee,

Due to your company's basic investments paid annually to the Greater Shawnee Chamber of Commerce you are entitled to 10 votes. Please use the Special Meeting Proxy Card included to cast your ballots (even if your ballot has already been mailed in or voting was done using Survey Monkey). The Special Meeting Proxy Card included acknowledges your multiple votes and the signature of your authorized designee allows all votes to be counted as indicated on the card. Please note that each member is only entitled to the number of votes as designated by the number of basic investments paid annually.

Sincerely,

Chris Harden
Secretary



AMENDED NOTICE

GREATER SHAWNEE AREA CHAMBER OF COMMERCE

231 N. BELL STREET

SHAWNEE, OKLAHOMA 74804

AMENDED NOTICE OF SPECIAL MEETING OF MEMBERS

Time and Date 12:00 p.m., Central Time, **January 10, 2018**

Place Chamber of Commerce Office, 231 N. Bell Street, Shawnee, Oklahoma

Items of Business

- Approve a Resolution to authorize the Board through its Officers to enter into the Asset Acquisition Agreement with Shawnee Forward, Inc., ("Shawnee Forward") creating a combination of the Greater Shawnee Area Chamber of Commerce ("Chamber") and the Shawnee Economic Development Foundation ("SEDF"). Officers are directed and authorized to make such non-material changes to the Asset Acquisition Agreement as they deem proper.
- Approve a resolution to dissolve the Greater Shawnee Area Chamber of Commerce, Inc. and to wind up its business affairs.

Record Date November 1, 2017

Voting Options Members have three options for submitting their vote:

- On the Internet via Survey Monkey (please see your proxy card for instructions),
- By mail, using the paper proxy card, and
- In person at the meeting.

Date of this Notice December 7, 2017

Valued Chamber Member,

You are receiving this amended notice due to the voting date being extended from December 15, 2017 to January 10th, 2018. The reason for the extended voting date is to ensure that all entitled members have time to vote and to be in compliance with state statutes. Previously sent materials and documents posted to our website still apply. If you have already voted, provided an authorized designee signature and stated your membership affiliation please disregard, that vote will be counted. Also, please note the closing of the voting options: Survey Monkey ballot will close January 10, 2018 at 11:00 a.m.; mailed in votes using the proxy card must be at the Chamber Office by the end of business day on January 9, 2018; and if voting in person at the meeting you must be there no later than 12:00 p.m.

By Order of the Board of Directors,

Chris Harden
Secretary



PROXY AND BALLOT

Greater Shawnee Area Chamber of Commerce
231 N. Bell Street
Shawnee, OK 74801

*Special Meeting of
Members*
Friday, December 15, 2017
Chamber Office
231 N. Bell Street
Shawnee, OK 74801

Please vote immediately. Your vote is important.

VOTING INSTRUCTIONS:

1. You can vote in person at the meeting.
2. You can vote by mail. Return your signed Proxy Card to the Chamber office prior to the December 15, 2017 Meeting.
3. You may choose to vote on the Internet via Survey Monkey.

VOTE BY INTERNET: (Survey Monkey)



Log on to the Internet and go to
[Surveymonkey.com](https://www.surveymonkey.com)

Follow the steps outlined on this secure Web
site.

You will receive further instructions on how to
vote and a Password on Survey Monkey in a
separate email.

SPECIAL MEETING PROXY CARD

A. Voting Items

The Board of Directors recommend voting FOR Items 1 and 2

FOR

AGAINST

ABSTAIN

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1) A proposal to authorize the Board of Directors, through its Officers, to enter into the Asset Acquisition Agreement with Shawnee Forward, creating a combination of the Greater Shawnee Area Chamber of Commerce and the Shawnee Economic Development Foundation. Officers are directed and authorized to make such non-material changes to the Asset Acquisition Agreement as they deem proper. | ☐ | ☐ | ☐ |
| 2) Dissolve the Greater Shawnee Area Chamber of Commerce and to, wind up its business affairs. | ☐ | ☐ | ☐ |

B. Appointment of Proxy

The person signing below hereby appoints Richard Finley as proxy to act generally in the meeting on my behalf and to vote as indicated above or if nothing appears above to vote as he sees fit.

Authorized Signatures – This section must be completed for your vote to be counted. Date and Sign Below.

Date (mm/dd/yyyy) – Please print date below.

Signature

Chamber Member Name

I acknowledge that the City of Shawnee has a total of 10 votes due to basic investments paid. All votes shall be in accordance with the decision made above.

Signature

Regular Board of Commissioners

1.k.

Meeting Date: 12/18/2017

Mobile Stage Purchase

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize the City Manager to utilize funds from the lodging surcharge account to purchase a mobile stage in partnership with Visit Shawnee, Inc. and Safe Events for Families.

Attachments

Mobile Stage Purchase



Office of the City Manager

MEMORANDUM

AGENDA: December 18, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Purchase of Mobile Stage and Partnership with SEFF and Visit Shawnee, Inc.**

SUMMARY AND BACKGROUND

The City of Shawnee has been seeking a mobile stage that can be utilized for public events and gatherings for a number of years. Budgetary constraints have limited our ability to acquire one, as even a modest-sized new stage can run in excess of \$75,000 with lighting and sound.

The City was approached by Safe Events For Families (SEFF) about contributing to the purchase of a pre-owned stage that is in good condition (see attached letter). A commitment of up to \$15,000 in matching funds was approved by Visit Shawnee, Inc. on December 13, 2017. Under the proposal, the City would also provide matching funds up to \$15,000. The unit would be titled/insured/maintained by SEFF and would be available for use by the City and/or Visit Shawnee, Inc. without charge anytime.

Safe Events For Families is a registered non-profit that has a contract with the City to provide family-friendly events including the Christmas Parade, Boo-on-Bell, and Trail Days.

RECOMMENDATION

Staff recommends that the City Commission authorize the City Manager to expend up to \$15,000 to facilitate the purchase of a mobile stage, provided that Visit Shawnee, Inc. provides matching funds and that the stage is available for City use without cost on request. A revised contract with SEFF will include additional details about the stage.

BUDGETARY IMPACT

The City would utilize \$15,000 in funding from the Occupancy Surcharge account ("hotel/motel tax"), which can only be used to encourage, promote and foster tourism development and visitor attractions.

Attachment



December 14, 2017

Shawnee Commissioners:

It has long been a desire of Safe Events For Families (SEFF) to acquire a portable stage/trailer for use at events across the Shawnee area. Such a mobile stage/trailer is now available at a reasonable cost.

SEFF is respectfully requesting a one-time matching funds request not to exceed \$15,000 to purchase the stage/trailer, lighting, sound system and graphic wrapping.

The \$15,000 request would match a one-time amount approved by the Visit Shawnee Inc. board allowing a total of up to \$30,000 for the stage/trailer that is currently available.

Safe Events for Families would provide insurance for the stage/trailer, scheduling, maintenance and storage.

The intent is to use the stage/trailer at SEFF events throughout the year. It will also be available at Shawnee area events hosted by other organizations. Examples could be IFYR and other Expo events, Shawnee Mall, Shawnee Depot, GCTC and others.

It will be wrapped with graphic images and messages that will market tourism in the Shawnee area. This would allow the stage/trailer to be useful at out of town (or state) events to promote Shawnee.



With your approval, SEFF will immediately pursue a deal with the current owner to purchase the unit and move it to Shawnee from Pennsylvania.

Thank you for your consideration on this matter. We are confident that this stage/trailer can be an extremely useful tool for local events and for promoting Shawnee in other areas.



Sincerely,

Safe Events For Families

Regular Board of Commissioners

1.I.

Meeting Date: 12/18/2017

Airport Manager Appointment

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm and approve City Manager's hiring of Bonnie Wilson as Airport Manager.

Attachments

Airport Mgr Appointment



Office of the City Manager

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson, City Manager

AGENDA: December 18, 2017

RE: Department Head Appointment: Airport Manager

After conducting a nationwide job search, reviewing applications and conducting interviews, I have extended an employment offer to Bonnie A. Wilson to be the City's next Airport Manager, subject to approval by the City Commission. In accordance with the City Charter, *"the appointments of all heads of departments shall not become effective until they have been approved by the Board of Commissioners"* (Article V, Section 2).

Ms. Wilson have an extensive aviation background including over sixteen years of service at the Jackson Municipal Airport Authority in Mississippi, where she held several positions including: Director of Public Safety and Operations, Chief Operating Officer, Interim Chief Executive Officer and Chief Administrative Officer. She holds a Bachelor's Degree in History and Public Administration from the University of Houston and is a Certified Member of the American Association of Airport Executives.

Regular Board of Commissioners

3.

Meeting Date: 12/18/2017

Public Hearing P14-17

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 1420 East 45th Street from RE; Residential Estates District to C-3; Highway Commercial District. Applicant: Doris Townsend Case No. P14-17. *(No action needed - applicant withdrew application.)*

Attachments

No file(s) attached.

Regular Board of Commissioners**4.**

Meeting Date: 12/18/2017

St. Gregory's University

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Discussion, consideration and possible action regarding an ordinance to approve the annexation of 506 acres (more or less) owned by St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc., located in Section 2, Township 10 North, Range 3 East; and providing for its immediate effect and enforceability upon passage and publication through the emergency clause.

Attachments

SGU Notice

SGU Agreement

SGU Agreement Ex A

SGU Map

SGU Ordinance

CITY OF SHAWNEE
NOTICE OF PROPOSED ANNEXATION
AND PUBLIC HEARING

Applicant: St. Gregory's University, Benedictine Fathers of Sacred Heart Mission, Inc.

Size: 506 Acres (more or less)

Proposed Use: Annexation of land previously detached by the City of Shawnee on January 17, 2017. No changes in land use proposed at this time.

Property Ownership: All land proposed for annexation is owned by St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc.

Hearing Information: The Shawnee City Commission will consider the annexation request and conduct a public hearing on ***December 18, 2017 at 6:30 PM at Shawnee City Hall***, Commission Chambers, 16 W. 9th Street, Shawnee, OK.

For information or to view the file, please contact:

City of Shawnee
City Manager's Office
16 W. 9th Street
Shawnee, OK 74801
(405) 878-1601
Hours: M-F, 8:00AM – 5:00PM

General Location: The site includes approximately 506 acres and includes the developed campus of St. Gregory's University and the surrounding undeveloped property owned by related parties.

Legal Description:

Parcel One:

Legal Description:

Tract 1: SW/4 NE/4 & S 3/4 of SE/4 NE/4 & S/2 S/2 NW/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 80 acres, more or less;

Tract 2: N/2 N/2 SE/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 10 acres, more or less;

Tract 3: N/2 NW/4 NE/4 & N/2 S/2 NW/4 NE/4 & NE/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 70 acres, more or less;

Parcel Two:

Legal Description:

SE/4 SE/4 of Section 2 Township 10 North, Range 3 East; Pottawatomie County, OK, approximately 40 Acres, more or less;

Parcel Three:

Legal Description:

Tract 1: NE/4 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 40 acres, more or less;

Tract 2: E/2 W/2 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 20 acres, more or less;

Parcel Four:

Legal Description:

Tract 1: W/2 W/2 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 44 acres, more or less;

Tract 2: NE/4 of SW/4 of Section 2 Township 10 North, Range 3 East, approximately 40 acres, more or less;

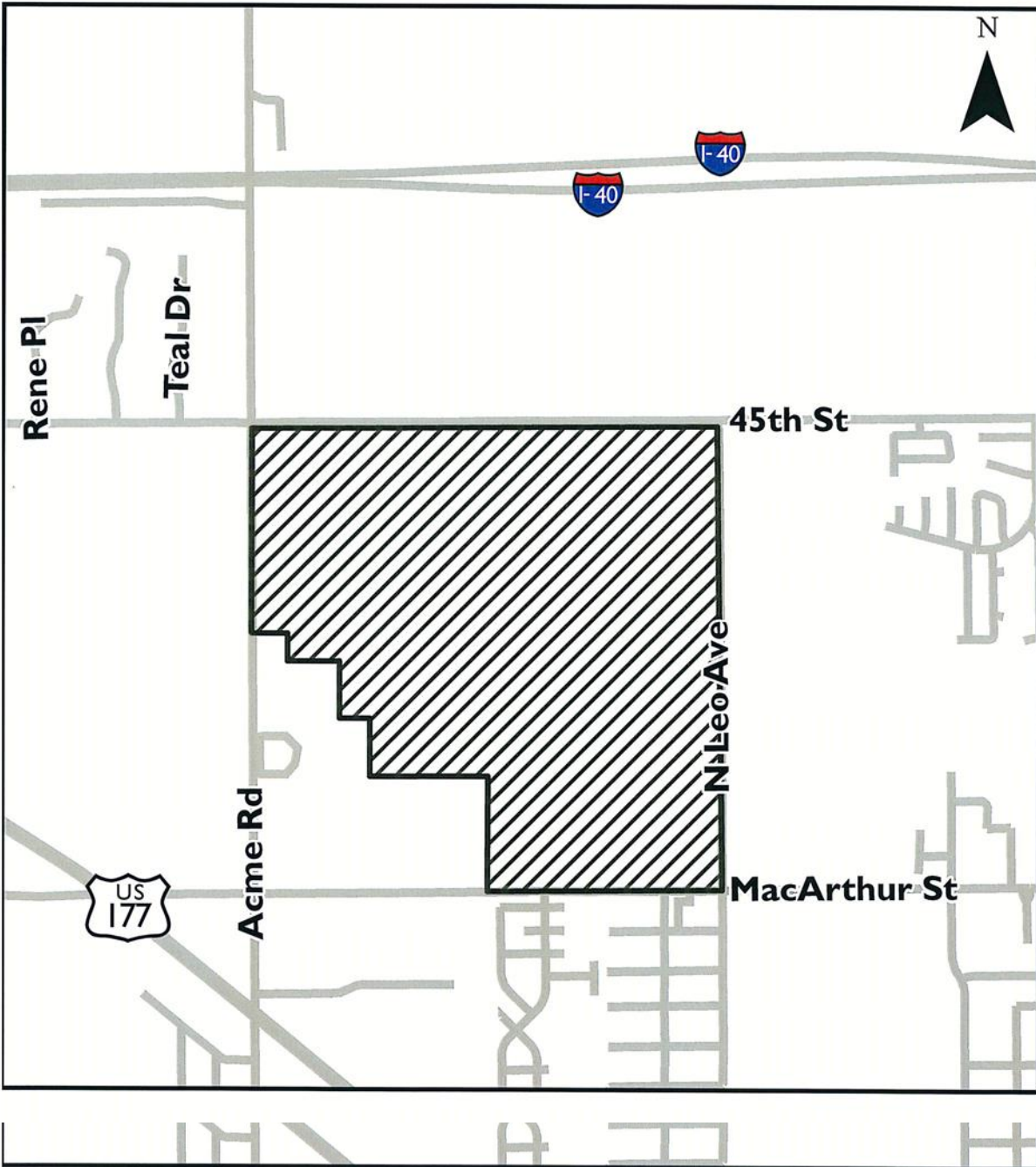
Parcel Five:

Legal Description:

NW/4 Less 380' E & W X 330' N & S IN SE/C & N1/2; NW SW Less 14.85 AC 2012-4768 of Section 2, Township 10 North, Range 3 East, approximately 162 acres, more or less.

Map:

(see Page 3)



Witness my hand this 1st day of December, 2017.

/s/ Phyllis Loftis

Phyllis Loftis, CMC, City Clerk

(Published in the Shawnee News-Star on December 1, 2017)

AGREEMENT ANCILLARY TO DETACHMENT

THIS AGREEMENT ANCILLARY TO DETACHMENT (this "Agreement") is made and entered into as of this 17th day of January, 2017 by and among the City of Shawnee, an Oklahoma Municipality ("Shawnee"), the Shawnee Municipal Authority, a public trust created pursuant to the laws of the State of Oklahoma ("SMA"), (collectively the "Shawnee Parties" or the "City"), and the Benedictine Fathers of Sacred Heart Mission, Inc., an Oklahoma not for profit corporation (the "Mission"), St. Gregory's University, Inc a/k/a Catholic University of Oklahoma, Inc., an Oklahoma not for profit corporation ("University"). Capitalized terms used below but not defined otherwise have the meaning ascribed to such terms in Section 7.1.

WHEREAS, the University and the Mission own certain real property that sits within the municipal territory of Shawnee, which is more particularly described in Schedule 1.1 hereto ("University Property").

WHEREAS, the Shawnee Parties provide the University and the Mission with municipal services, which include, but are not limited to, fire protection, police protection, water service, and sewer service.

WHEREAS, the University is in the process of restructuring and refinancing existing debt, and securing long term financing, imperative to the growth and stability of the University and the community at large ("New Financing").

WHEREAS, the University's sources of the New Financing are the Citizen Potawatomi Nation's ("CPN") Community Development Corporation ("CDC") and the United States Department of Agriculture ("USDA").

WHEREAS, USDA participation in the New Financing has a maximum population limit only achievable by the University and the Mission being detached from the municipal territory of Shawnee.

WHEREAS, the University and the Mission have requested that Shawnee detach the University Property in order for the University to qualify for the USDA program that is imperative to the New Financing.

WHEREAS, the University, the Mission, Shawnee, and the CPN have been community partners for over a century.

WHEREAS, the University and the Mission have a significant educational, economic, and spiritual impact on Shawnee; and Shawnee has a significant interest in the continued viability and success of the University and the Mission.

WHEREAS, contemporaneous with the approval of this Agreement, Shawnee has approved Ordinance No. 2595NS, authorizing the detachment of the University Property pursuant to 11 Okla. Stat. § 21-110 (the "Detachment").

WHEREAS, the University, the Mission, and the City wish to remain community partners on a going forward basis, and the Parties agree that certain parameters of their continued relationship should be memorialized.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises made in this Agreement and the representations, warranties, and covenants contained in this Agreement, and intending to be legally bound by this Agreement, the Parties agree as follows.

ARTICLE 1.
DETACHEMENT AND TERM, CONFLICT, AND AUTHORITY

1.1 Term. Schedule 1.1 accurately sets forth with particularity the University Property that is subject to the Detachment. Immediately upon the effective date of Shawnee Ordinance No. 2595NS, (whether immediately by passage of the emergency clause included in Ordinance 2595NS, or upon publication and running of applicable time periods following passage of Ordinance 2595NS) the provisions of this Agreement will become effective, and shall remain in full force and effect until such time as substantially all of the University Property, subject to the provisions herein, is re-annexed by Shawnee, or the Parties agree to the termination of all or some portion of this Agreement pursuant to Section 6.4 herein.

1.2 Organization, Qualification and Power. Each Party represents and warrants that it is a duly organized and validly existing entity as recited herein, in good standing under the Laws of the state of Oklahoma, and that it has the power and authority to enter into this Agreement.

1.3 Authority; Enforceability. Each Party represents and warrants for itself that it has complied with all of the terms, conditions, or provisions of the organizational documents applicable to it in respect of the execution and delivery of this Agreement, and has all required power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Detachment; the execution and delivery of this Agreement and the consummation of the Detachment have been duly authorized by such Party and no other action or approval by it is necessary for the execution, delivery, or performance of this Agreement; this Agreement has been, when executed and delivered in accordance with the terms and conditions hereof, duly executed and delivered to such Party and this Agreement is a valid and binding obligation of such Party, enforceable against it in accordance its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (b) general principles of equity (whether considered in an action in equity or at law).

1.4 No Conflict. Each Party represents and warrants that neither the execution and delivery of this Agreement by such Party, nor the consummation of the Detachment, nor the fulfillment by it of any of the terms and conditions hereof will:

(a) conflict with, violate or result in a breach of, or constitute a default under, or create an event that, with or without the giving of notice or the lapse of time, or both, would be a violation of, default under or breach of, result in a loss of any right or benefit under, or give a right to terminate, modify, amend, cancel or accelerate under, result in the termination of, accelerate the performance required by, any of the terms, conditions or provisions of (i) any agreement or other arrangement to which it is a party or by which it or any of its assets or property is bound; or (ii) the organizational documents of such Party;

(b) violate any applicable law to which such Party is subject.

ARTICLE 2. MUNICIPAL SERVICES

Following the Detachment, the Shawnee Parties will continue to provide fire protection, water service, and sewer service to the University/Mission/University Property pursuant to the terms set forth in this Section. Pursuant to 11 Okla. Stat. § 21-111, and in consideration of the cost of the existing public improvements on University Property, including but not limited to, water lines, sewer lines, lift stations, and roads ("Public Improvements") the University shall continue to accept the services outlined in this Section from the Shawnee Parties indefinitely.

2.1 Fire Protection.

- (a) Fire Protection shall be provided to the University and the Mission in substantially the same manner it is currently being provided, and the University and the Mission will be charged 3 cents per square foot of structures on the covered property.

2.2 Water Service.

- (a) Water Service shall be delivered to the University and the Mission in substantially the same manner it is currently being provided, and the University and the Mission will be charged for Water Service pursuant to the rate structure contained in Chapter 26 of the Code of the City of Shawnee.
- (b) Failure by the University and the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement.

2.3 Sewer Service.

- (a) Sewer Service shall be delivered to the University and the Mission in substantially the same manner it is currently being provided, and the University and the Mission will be charged for Sewer Service pursuant to the rate structure contained in Chapter 26 of the Code of the City of Shawnee.
- (b) Failure by the University or the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement.

2.4 Public Improvements. Shawnee shall retain ownership of all utility easements and existing and future Public Improvements constructed on University Property, and Shawnee shall have the right to enter upon University Property to maintain, service, replace and/or upgrade the Public Improvements at all times during the term of this Agreement.

ARTICLE 3.
ECONOMIC DEVELOPMENT OF UNIVERSITY PROPERTY

3.1 Definition of Economic Development. For purposes of this agreement, the term Economic Development shall mean any future commercial enterprise that may exist on University Property which generates, or has the potential to generate, sales tax revenue. Economic Development does not include construction or operation of a University or Mission dormitory or University or Mission buildings utilized for religious or educational purposes. The Parties acknowledge that significant portions of the University Property are undeveloped and sit in a desirable location for future Economic Development.

3.2 Sale or Lease of a Portion of University Property for Economic Development. In the event the University or the Mission enters into discussions or negotiations, with any person or entity, to sell or lease for purposes of Economic Development any portion of the University Property during the term of this Agreement, the University or the Mission shall notify Shawnee of such intent in the manner prescribed in Section 6.3, and immediately follow the procedures set forth in 11 Okla. Stat. § 21-101 *et seq.* to petition Shawnee for the annexation of the certain portion of the University Property to be sold or leased for Economic Development. Failure by the University or the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement

3.4 Economic Development by the University. In the event the University or the Mission elects to undertake the Economic Development of some portion of University Property for the University, the Mission, and/or any affiliate, subsidiary, successor, assign, or third-party entity in which the University or the Mission owns beneficial interest, during the term of this Agreement, the University or the Mission shall notify Shawnee of such intent in the manner prescribed in Section 6.3, and immediately follow the procedures set forth in 11 Okla. Stat. § 21-101 *et seq.* to petition Shawnee for the annexation of the certain portion of the University Property to be leased for Economic Development. Failure by the University or the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement.

3.5 Transfer of University Property for purposes other than Economic Development. In the event the University or the Mission desires to sell or lease any portion of the University Property for any reason other than Economic Development during the term of this Agreement, the University or the Mission shall notify Shawnee of such intent in the manner prescribed in Section 6.3 and may not finalize the transfer or lease until Shawnee has approved the sale/transfer or lease (which consent shall not be withheld, conditioned, or delayed unreasonably) (specifically excluding agriculture leases that are similar in nature and terms to those presently in effect). Upon review of the sale/transfer or lease, or the failure of the University or Mission to provide to Shawnee the notice called for by this Section 3.5, Shawnee, at Shawnee's sole discretion, may require the University and the Mission to immediately follow the procedures set forth in 11 Okla. Stat. § 21-101 *et seq.* to petition Shawnee for the annexation of the certain portion of the University Property that is to be, or has been, sold/transferred or leased. Failure by the

University or the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement.

ARTICLE 4.

ADHERANCE TO BUILDING CODE AND PERMITTING REQUIREMENTS

4.1 Definition of Building Codes and Permitting Requirements. For purposes of this Agreement Building Codes and Permitting Requirements shall mean those conditions set forth in the in the Code of the City of Shawnee, Oklahoma in Chapter 22, Planning and Development; Chapter 7, Buildings and Building Regulations; and the Charter of the City of Shawnee, Oklahoma in Article X..

4.2 University and Mission Compliance. The University and the Mission shall comply with all Building Codes and Permitting Requirements during the term of this Agreement. As such, any construction projects undertaken by the University or the Mission will be subject to review and approval by the Planning Department and Planning Commission; inspection by Shawnee building code officials; and may not be completed without the approval of Shawnee to the extent required pursuant to such Building Codes and Permitting Requirements. Failure by the University or the Mission to comply with the provisions of this Section will constitute a Breach of this Agreement.

ARTICLE 5.

RE-ANNEXATION OF UNIVERSITY PROPERTY

The Parties Acknowledge that the only reason that the Detachment was requested by the University and the Mission and ultimately approved by Shawnee was to enable the University and the Mission to qualify for USDA participation in the New Financing. It is the Parties intent to have the University Property re-annexed into the municipal territory of Shawnee as soon as it is commercially practical for the University and the Mission.

5.1 Limitation of Shawnee. Shawnee is entering into this Agreement in good faith for the reasons recited herein, and this Agreement is a valid, binding and enforceable obligation of the parties hereto on a year-to-year basis in accordance with its terms. Notwithstanding the foregoing, the Parties understand the inability of Shawnee's City Commission to commit future City Commission's to the obligations and duties herein, or to prevent future City Commission's from acting contrary to this Agreement. Nothing in this Agreement shall be construed to impose a duty on Shawnee to exclude the University Property from the municipal territory of Shawnee during the term of the New Financing.

5.2 Written Consent of the University and the Mission. The University and the Mission shall execute a written consent to the annexation of the University Property in the form prescribed by 11 Okla. Stat. § 21-103 and attached hereto as Schedule 5.2 ("Written Consent"), to be held by Shawnee until such time as a Re-Annexation Event as outlined in Section 5.3 is determined,

subject to the notice and cure provisions of Section 5.5. Upon the determination of Re-Annexation Event following the compliance with the notice and cure provisions of Section 5.5, Shawnee may use the Written Consent to comply with the statutory requirements of the re-annexation of the University Property into the municipal territory of Shawnee.

5.3 Events Triggering Re-Annexation of University Property. Subject to the notice requirements and cure provisions of Section 5.5, the University and the Mission shall be re-annexed into the municipal territory of Shawnee upon the determination of an event of the following (collectively “Re-Annexation Events”):

- (a) If the University or the Mission shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the University or the Mission, or any of their properties, (ii) admit in writing the inability to pay their debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the University or the Mission.
- (b) Termination of the New Financing, or USDA portion thereof, for any reason, including but not limited to maturity, refinancing, satisfaction, default, foreclosure, or modification.
- (c) In the event of a Significant Breach of this Agreement.

5.4 Notice to Shawnee. The University and the Mission will immediately notify Shawnee in the manner prescribed in Section 6.3, of any existing or reasonably expected Re-Annexation Event. Further, the University and the Mission shall include in the loan documents memorializing the New Financing (“New Financing Loan Documents”) a provision that requires the CDC, USDA, and/or any other entity involved in the New Financing to provide notice directly to Shawnee of any event of financial default under the New Financing Loan Documents.

5.5 Process for Determination of a Re-Annexation Event. If Shawnee believes a Re-Annexation Event has occurred, Shawnee will notify the University and the Mission in the manner prescribed in Section 6.3, and the University and the Mission shall have thirty (30) days from the receipt of notice to either object or provide proof of any cure to the Re-Annexation Event to Shawnee. In the event the Parties have a dispute as to whether a Re-Annex Event or subsequent cure has occurred they must comply with the Mediation provision in Section 6.8.

5.6 Priority of Re-Annexation. The Parties acknowledge that in the New Financing Loan Documents, USDA may construe a Re-Annexation as an event of default, and the Parties agree to use their best efforts to ensure that in abiding by this Agreement, the Parties will not effectuate an event of default of the New Financing Loan Documents. The University and Mission and will provide Shawnee a copy of the executed New Financing Loan Documents.

ARTICLE 6 MISCELLANEOUS

6.1 Publicity. No publicity release, announcement or other disclosure to Persons other than the Parties or their respective employees, or representatives shall be issued by any Party (or its/their representatives or Affiliates) without prior consent to the form and substance thereof by the Parties. In the event any such publicity release announcement is required by Law to be made by any Party, such Party shall use its reasonable efforts to consult in good faith with the other Parties prior to the issuance of any such publicity release or announcement. This provision specifically excludes those certain documents required to be filed with the Pottawatomie County Clerk pursuant to 11 Okla. Stat. § 21-112, and any public notices that Shawnee may be required to post pursuant to 25 Okla. Stat. § 301 *et seq.*

6.2 Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding.

6.3 Notices. All notices, claims, consents, requests, instructions, approvals, demands and other communications under this Agreement shall be in writing and deemed duly given, if delivered: (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section 6.3; (b) by United States certified or registered first class mail when delivered at the address specified in this Section 0, on the date appearing on the return receipt therefor; or (c) by electronic mail when such electronic mail is transmitted to the electronic mail address specified in this Section 6.3. In the event that a Party is unable to deliver a notice, claim, consent, request, instruction, approval, demand, or other communication due to the inaccuracy of the postal address, pursuant to this Section 6.3, or the other Party's failure to notify the Party of a change of its address, as specified pursuant to this Section 6.3, such notice, claim, consent, request, instruction, approval, demand, or other communication shall be deemed to be effective upon confirmation by a nationally recognized overnight courier service of its failure to complete delivery to the other Party's address as set forth in this Section 6.3 (or other address duly given to the Party by the other Party in accordance with this Section 6.3).

Addresses and electronic mail addresses (unless and until written notice is given of any other address or electronic mail address) for purposes of this Section 6.3 are set forth below:

If to Shawnee Parties, to:

City of Shawnee
Attn: City Manager
16 West 9th Street
Shawnee, OK 74801

If to the University, to:

St. Gregory's University
Attn: Michael Scaperlanda, President
1900 West MacArthur Street
Shawnee, OK 74804
mscaperlanda@stgregorys.edu

with a copy to (which shall not constitute notice):

Stuart & Clover, PLLC
Attn: Joe Vorndran
130 N. Broadway
Shawnee, OK 74801

with a copy to (which shall not constitute notice):

Andrews Davis PC
Attn: D. Joe Rockett
100 North Broadway Avenue, Suite 3300
Oklahoma City, OK 73102
djrockett@andrewsdavis.com

If to the Mission, to:

St. Gregory's Abbey
Attn: Rt. Rev. Lawrence Stasyszen, O.S.B.
1900 West MacArthur Street
Shawnee, OK 74804
abbotlawrence@stgregorys.edu

with a copy to (which shall not constitute notice):

Akin Gump Strauss Hauer & Feld, LLP
Attn: Kenneth D. Alderfer
1333 New Hampshire Avenue, N.W.
Washington, DC 20036-1564

6.4 Entire Agreement. This Agreement, including the initial paragraph and the recitals to this Agreement and all Schedules and Exhibits attached to this Agreement, each of which are made a part of this Agreement by this reference, constitutes the entire understanding of the Parties, and supersedes any prior agreements or understandings, written or oral, between the Parties with respect to the subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

6.5 Rights of Parties.

(a) Nothing in this Agreement, whether express or implied, is intended to confer any benefit, right or remedy under or by reason of this Agreement on any Persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or Liability of any other Person to any Party, nor shall any provision give any other Person any right of subrogation or action over or against any Party.

(b) Nothing in this Agreement shall in any way modify or otherwise limit the rights or remedies available to any of the Parties with regard to a claim of fraud.

(c) The Parties shall be entitled as a result of misrepresentation or breach under this Agreement, to pursue any and all non-monetary relief to which any of them may otherwise be entitled at law, in equity or otherwise.

6.6 Succession and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their representatives, successors and permitted assigns. None of the Parties may assign either this Agreement or delegate any of the rights, interests or obligations hereunder without the prior written approval of the other Parties.

6.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to conflict of law principles thereof. Each Party hereby irrevocably submits to the exclusive personal jurisdiction of the District Court of Pottawatomie County Oklahoma in any action or proceeding arising out of or relating to this Agreement.

6.8 Mediation. Each of the Parties acknowledges and agrees that they will attempt to resolve any dispute arising hereunder or under an indemnification claim as outlined herein through a mediation process of the Parties choosing, prior to the initiation of any action in a Court of proper jurisdiction as set forth in this Section 6.8 *supra*.

6.9 Counterparts; Exchange by Electronic Transmission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties may execute this Agreement, and all other agreements, and other documents contemplated hereby and exchange on the Closing Date counterparts of such documents by means of facsimile transmission or electronic mail and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. After the Closing the Parties shall promptly exchange original versions of this Agreement and all other agreements, and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission or electronic mail pursuant to this Section 8.10, but failure to do so shall not affect the binding nature of the same.

6.10 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that any other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any other state thereof having jurisdiction over the parties in the matter, in addition to any other remedy (including monetary damages) to which it may be entitled, at law or in equity.

6.11 Severability. It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such

jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.12 No Third Party Beneficiaries. Except as set forth in Article 7, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties or their respective successors, heirs, personal representatives or permitted assigns, any rights or remedies under or by reason of this Agreement.

6.13 Reimbursement of Transaction Expenses. The University and the Mission jointly agree to pay Shawnee, upon the execution of this Agreement, the legal expenses incurred by Shawnee in connection with the negotiation, preparation, execution and delivery, and administration of this Agreement in an amount not to exceed \$10,000.00 collectively.

ARTICLE 7. DEFINITIONS

7.1 Certain Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 7.1:

(a) “**Party**” or “**Parties**” means Shawnee, SMA, the City, Shawnee Parties, the Mission, SGU, and the University, individually or collectively, as applicable.

(b) “**Breach**” means failure by any Party to perform under the terms of this Agreement.

(c) “**Agreement**” means this Agreement including any schedules or exhibits hereto.

7.2 Defined Terms. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in the Sections identified below:

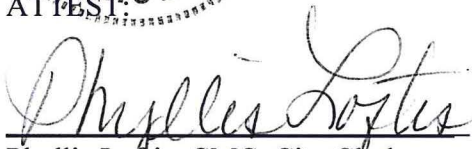
Term	Section
Shawnee	Recitals
SMA	Recitals
Mission	Recitals
SGU	Recitals
University Property	Recitals
New Financing	Recitals
CDC	Recitals
USDA	Recitals
Detachment	Recitals
Public Improvements	Article 2
Fire Protection	Article 2.1
Water Service	Article 2.2
Sewer Service	Article 2.3
Economic Development	Article 3.1
Building Codes and Permitting Requirements	Article 4.1
Written Consent	Article 5.2

Term	Section
Re-Annexation Events	Article 5.3
New Financing Loan Documents	Article 5.4
Party or Parties	Article 7.1(a)
Breach	Article 7.1(b)
Agreement	Article 7.1(c)

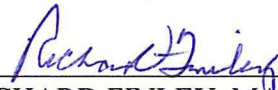
7.3 Rules of Construction. All references to any Law shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires. “Including” means “including without limitation” and does not limit the preceding words or terms. The words “or” and “nor” are inclusive and include “and”. The term “and” when used in a list of elements, such as “A, B, and C” is to be interpreted inclusively (e.g., “any or all of A, B, and C” or “A, B, and/or C”) and not as requiring inclusion or presence of every element in the list. The singular shall include the plural and vice versa. Each word of gender shall include each other word of gender as the context may require. References to “Articles” or “Sections” or “Schedules” or “Exhibits” shall mean Articles or Sections of this Agreement or Schedules or Exhibits attached to this Agreement, unless otherwise expressly indicated. A reference to any Person includes such Person’s successors and permitted assigns. Each word of Preliminary Statement is hereby integrated into this Agreement by reference and explicitly made a part of this Agreement. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement. The Parties have each participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any obligation pursuant to this Agreement that is expressed to be undertaken or assumed by any Person shall be construed as requiring such Person to exercise all rights and powers of control over the affairs of any other Person that such Person is able to exercise (whether directly or indirectly) in order to secure performance of such obligation. ***[Signature pages to follow]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

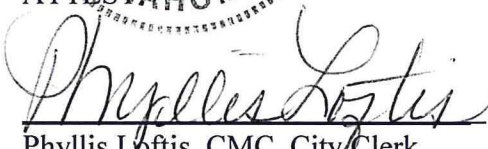



Phyllis Loftis, CMC, City Clerk

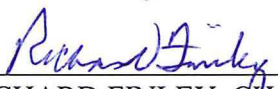
CITY OF SHAWNEE

By: 
RICHARD FINLEY, MAYOR

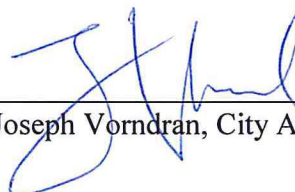



Phyllis Loftis, CMC, City Clerk

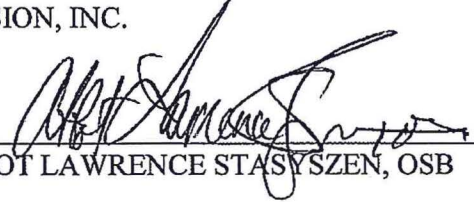
SHAWNEE MUNICIPAL AUTHORITY

By: 
RICHARD FINLEY, CHAIRMAN

APPROVED AS TO FORM AND LEGALITY THIS 17 DAY OF JANUARY, 2017.


Joseph Vorndran, City Attorney

BENEDICTINE FATHERS OF SACRED HEART
MISSION, INC.

By: 

ABBOT LAWRENCE STASYSZEN, OSB

SAINT GREGORY'S UNIVERSITY, INC. a/k/a
CATHOLIC UNIVERSITY OF OKLAHOMA,
INC.

By: 

MICHAEL SCAPERLANDA, PRESIDENT

EXHIBIT “A”

PARCEL ONE:

Legal Description:

- Tract 1: SW/4 NE/4 & S 3/4 of SE/4 NE/4 & S/2 S/2 NW/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 80 acres, more or less;
- Tract 2: N/2 N/2 SE/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 10 acres, more or less;
- Tract 3: N/2 NW/4 NE/4 & N/2 S/2 NW/4 NE/4 & NE/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 70 acres, more or less;

PARCEL TWO:

Legal Description:

SE/4 SE/4 of Section 2 Township 10 North, Range 3 East; Pottawatomie County, OK, approximately 40 Acres, more or less;

PARCEL THREE:

Legal Description:

- Tract 1: NE/4 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 40 acres, more or less;
- Tract 2: E/2 W/2 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 20 acres, more or less;

PARCEL FOUR:

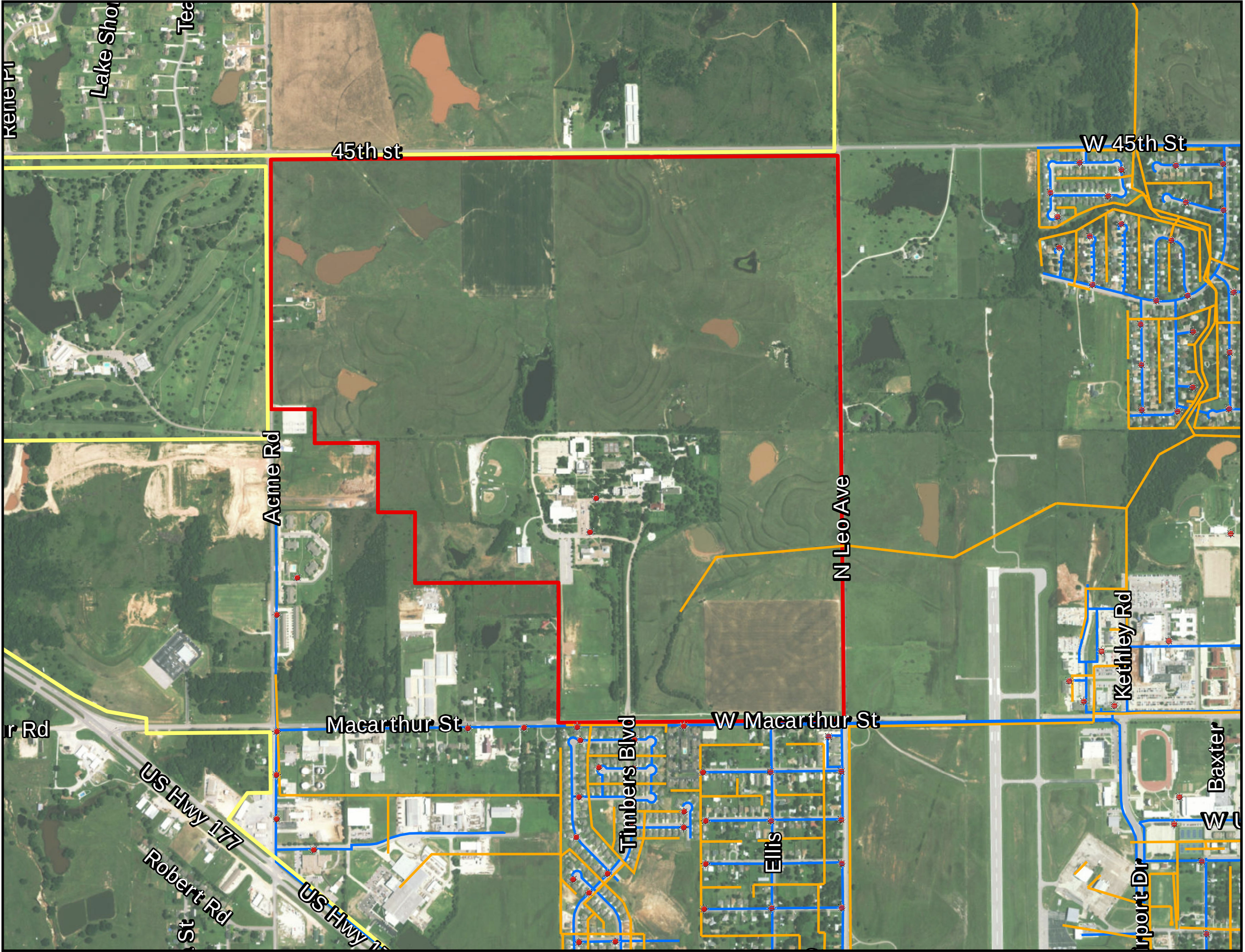
Legal Description:

- Tract 1: W/2 W/2 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 44 acres, more or less;
- Tract 2: NE/4 of SW/4 of Section 2 Township 10 North, Range 3 East, approximately 40 acres, more or less;

PARCEL FIVE:

Legal Description:

NW/4 Less 380' E & W X 330' N & S IN SE/C & N1/2; NW SW Less 14.85 AC 2012-4768 of Section 2, Township 10 North, Range 3 East, approximately 162 acres, more or less.



St. Gregory's University

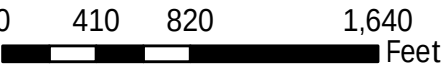
Legend

-  City Limits
-  Water Hydrant
-  Sewer Lines
-  Water Lines

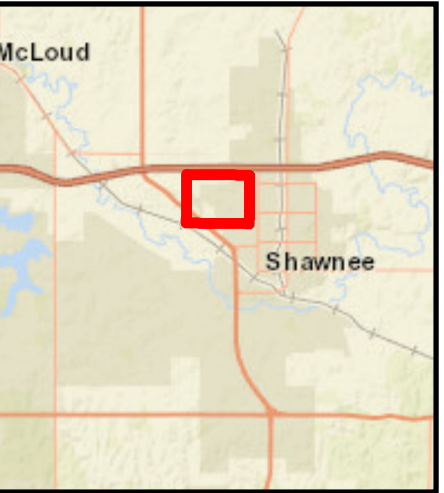
Property



1 inch = 839 feet



DISCLAIMER: THIS MAP IS FOR GENERAL INFORMATION PURPOSES ONLY. THE INFORMATION PROVIDED IS NOT GUARANTEED TO BE ACCURATE OR COMPLETED. ANY ERRORS AND INACCURACIES WILL NOT BE THE RESPONSIBILITY OR THE LIABILITY OF THE CITY OF SHAWNEE.



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF SHAWNEE, OKLAHOMA, BY ANNEXING CERTAIN PROPERTIES LOCATED NORTH OF MACARTHUR, EAST OF ACME ROAD, SOUTH OF 45TH STREET, WEST OF LEO STREET, POTTAWATOMIE COUNTY; AND PROVIDING FOR ITS IMMEDIATE EFFECT AND ENFORCEABILITY UPON PASSAGE AND PUBLICATION THROUGH THE EMERGENCY CLAUSE.

WHEREAS, St. Gregory's University, Inc. a/k/a Catholic University of Oklahoma, Inc. ("University") and the Benedictine Fathers of Sacred Heart Mission, Inc., ("Mission") owned certain property ("University Property") that formerly sat within the municipal territory of the City of Shawnee ("City");

WHEREAS, the University and the Mission was in the process of restructuring and refinancing existing debt, which was imperative to the growth and stability of the University ("New Financing");

WHEREAS, the source of the New Financing was the Citizen Potawatomi Nation's Community Development Corporation ("CPN CDC") and the United States Department of Agriculture ("USDA").

WHEREAS, the University and the Mission requested that the City detach the University Property in order for the University to qualify for the USDA program that was imperative to obtaining the New Financing.

WHEREAS, the City approved Ordinance No. 2595NS authorizing the detachment of the University Property pursuant to 11 Okla. Stat. § 21-110 on January 17, 2017.

WHEREAS, the City and the Shawnee Municipal Authority ("SMA") entered into the Agreement Ancillary to Detachment on January 17, 2017 ("Agreement").

WHEREAS, Article 5 of the Agreement acknowledges that the sole reason that the University and Mission requested Detachment was to enable the University and the Mission to qualify for a USDA loan and that it was the parties' intent to re-annex the University Property as soon as commercially practical for the University and Mission.

WHEREAS, Section 5.3(a) of the Agreement lists the following as events triggering re-annexation of the University Property: commencement of dissolution or liquidation of the University or Mission or termination of the New Financing.

WHEREAS, the University issued a press release on November 8, 2017 wherein it stated that the Board of Directors of the University decided to suspend operations of the University at the end of the current semester following the denial of their USDA loan application.

WHEREAS, the City believes that re-annexation provisions of the Agreement have been triggered by the following two events: (1) the USDA's denial of the University's loan application and (2) the decision of the Board of Directors of the University to suspend operations of the University at the end of the current semester.

WHEREAS, the City gave written notice to the University and the Mission per the notice requirements contained in Section 6.3 of the Agreement that the City believes an event triggering re-annexation has occurred.

WHEREAS, the University and the Mission executed a Consent to Annexation, attached as Schedule 5.2 to the Agreement, in which the University and Mission agree that the City shall hold the executed Consent to Annexation until an event triggers re-annexation per the Agreement.

WHEREAS, the City desires to re-annex the University Property under the terms of the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1: The land described in Attachment 1 and made a part hereof is hereby annexed into the City Limits of the City of Shawnee.

Section 2: **SEVERABILITY.** The provisions of this ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 3: **CODIFICATION.** This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: **REPEALER.** All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

Section 5: **EMERGENCY.** Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately approved this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH M. VORNDRAN
CITY ATTORNEY

ATTACHMENT 1

PARCEL ONE:

Legal Description:

- Tract 1: SW/4 NE/4 & S 3/4 of SE/4 NE/4 & S/2 S/2 NW/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 80 acres, more or less;
- Tract 2: N/2 N/2 SE/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 10 acres, more or less;
- Tract 3: N/2 NW/4 NE/4 & N/2 S/2 NW/4 NE/4 & NE/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 70 acres, more or less;

PARCEL TWO:

Legal Description:

SE/4 SE/4 of Section 2 Township 10 North, Range 3 East; Pottawatomie County, OK, approximately 40 Acres, more or less;

PARCEL THREE:

Legal Description:

- Tract 1: NE/4 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 40 acres, more or less;
- Tract 2: E/2 W/2 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 35 acres, more or less;

PARCEL FOUR:

Legal Description:

- Tract 1: W/2 W/2 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 44 acres, more or less;
- Tract 2: NE/4 of SW/4 of Section 2 Township 10 North, Range 3 East, approximately 40 acres, more or less;

PARCEL FIVE:

Legal Description:

NW/4 Less 380' E & W X 330' N & S IN SE/C & N1/2; NW SW Less 14.85 AC 2012-4768 of Section 2, Township 10 North, Range 3 East, approximately 162 acres, more or less.

Regular Board of Commissioners

5.

Meeting Date: 12/18/2017

IMS Contract

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to approve a contract with Infrastructure Management Services (IMS) for Pavement Management, Inspection, Condition, Rating and Reporting Services.

Attachments

IMS Contract



MEMORANDUM

December 13, 2017

TO: Justin Erickson, City Manager

FROM:

John Krywicki, P.E., City Engineer

RE: Recommendation to Approve Contract with IMS (Infrastructure Management Services) for Pavement Management, Inspection, Condition Rating, and Reporting Services.

SUMMARY AND BACKGROUND

The City Engineering Department took proposals from various firms to provide services to conduct and 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. The City received five proposals, and after review, the City Commission approved staff's recommendation to negotiate with IMS, and to bring back a contract for the Commissions consideration.

Staff has completed the negotiation process with IMS and are recommending the City enter into a consultant services agreement for the amount of **\$112,700.00** to cover the items detailed in the Scope of Services under the Task Activity 1 through 14.

BUDGET

There is adequate funding available to cover the costs of the Agreement being presented to the City Commission for consideration. The City budgeted \$325,000 in the line item "Street Evaluations" for this proposed project (see attached Capital Outlay Budget Report).

RECOMMENDATION

At the December 18, 2017 Commission meeting we will recommend approval of the attached Agreement with IMS.

CONSULTANT SERVICES AGREEMENT

REFERENCE ID: 17

This AGREEMENT, effective this _____ day of _____, 2017, is by and between:

City of Shawnee Oklahoma
16 W. 9th Street
Shawnee, OK 74801

Hereinafter called CLIENT, and

IMS Infrastructure Management Services, L.L.C
1820 W. Drake Drive, Suite 104
Tempe, AZ 85283

Hereinafter called CONSULTANT, who agree as follows:

PART I - RECITALS

CLIENT desires to engage CONSULTANT to provide professional consulting services to complete a comprehensive pavement condition survey for the City of Shawnee Oklahoma as described in Section II – Scope of Services, and to render its services in the terms and conditions provided in this agreement.

Both CLIENT and CONSULTANT agree that execution of this AGREEMENT is a material element of the consideration to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this AGREEMENT signed by both parties. In the event CLIENT uses a purchase order or other form of documentation to administer this AGREEMENT, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This AGREEMENT shall not be assigned by either party without prior written consent of the other party.

In consideration of the rights and obligations hereinafter specified, CLIENT and CONSULTANT agree as follows:

PART II - SCOPE OF SERVICES

The scope of CONSULTANT's services ("Services") and project deliverables are described in **Attachment A – Scope of Services**, the contents of which shall be incorporated into this AGREEMENT.

PART III - COMPENSATION

CLIENT shall pay compensation to CONSULTANT for the Services performed under this agreement according to the fee schedule, or unit rate table, presented in **Attachment A – Scope of Services**. If no fees are stated, fees will be according to CONSULTANT's current fee schedule. Fee schedules are valid for the calendar year in which they are issued.

CONSULTANT may invoice CLIENT at least monthly and payment is due upon receipt of invoice. The Invoice shall follow the fee schedule and be based on percentage complete or other agreed upon milestones. Documentation in the form of a project status spreadsheet shall be supplied in support of each invoice. No withholdings shall be made. CLIENT shall notify CONSULTANT in writing, at the address above, within 10 business days of the date of the invoice if CLIENT objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion.

CLIENT shall pay a finance fee/late fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 15 days or older. CLIENT agrees to pay all collection-related costs that CONSULTANT incurs, including attorney fees. CONSULTANT may suspend services for lack of timely payment.

PART IV - PROVISIONS

1. PERIOD OF SERVICE - Work shall be initiated upon written authorization from CLIENT or execution of this agreement. The contract shall remain in force until the project is completed and notification of completion is submitted by CONSULTANT to CLIENT or December 31st, 2018 – whichever comes first.
2. WARRANTY – CONSULTANT warrants to CLIENT that it will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR SOFTWARE PROVIDED BY OTHERS, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. CONSEQUENTIAL DAMAGES – CONSULTANT SHALL NOT BE LIABLE TO CLIENT FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, OR SERVICES; COST OF CAPITAL OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
4. INDEMNIFICATION – CONSULTANT shall defend, indemnify, and hold harmless CLIENT, their agents, officers, members and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by CONSULTANT's negligent acts, errors, or omissions. The maximum amount of any claims, losses, damages, or expenses shall not exceed the value of the AGREEMENT. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its own negligence under comparative fault principles.
5. INSURANCE - CONSULTANT represents that it now carries, and will continue to carry the following minimum insurance applicable to the project.

Type of Insurance	Limits Of Liability
Commercial General Liability	\$1,000,000 (per occurrence)
Automobile Liability	\$1,000,000
Workers Compensation	As per applicable state law

6. GOVERNING LAW – The laws of the State of Oklahoma shall govern the interpretation and enforcement of this contract. Any litigation which arises between the parties shall be initiated and pursued in the District Court in and for Pottawatomie County, State of Oklahoma.
7. SEVERABILITY – Any provision of the AGREEMENT which may be rendered null and void shall not invalidate the remainder of this AGREEMENT to the extent the AGREEMENT is capable of execution.
8. TERMINATION - Either party may terminate this AGREEMENT or the Services without cause upon giving the other party ten (10) calendar days written notice. In such case, CONSULTANT shall be paid costs incurred and fees earned to the date of termination, loss of profit plus reasonable costs of closing the project.

9. CONFIDENTIALITY - CLIENT and CONSULTANT agree not to disclose any confidential or proprietary information of the other to any person unless requested in writing from the other to do so, and to bind its employees, officers and agents to this same obligation.
10. OWNERSHIP OF DOCUMENTS – Work product, such as field data, analyses, calculations, notes and other records relating to the project prepared by CONSULTANT shall remain CONSULTANT property. The CLIENT shall have use of the work product and software for the sole benefit of CLIENT with no third party beneficiaries intended. Reliance upon the Services and any work product is not intended for third parties. Files shall be maintained for a period of one (1) year by CONSULTANT.
11. SAFETY - Safe practices are to be considered a priority requirement in the performance of this AGREEMENT. CONSULTANT will comply with the provisions of Federal, State and local health and safety requirements.
12. NON-DISCRIMINATION IN EMPLOYMENT - CONSULTANT agrees and hereby certifies that in providing the services hereunder, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, or national origin. CONSULTANT shall abide by provisions of all applicable governmental regulations pertaining to non-discrimination.
13. NOTICES – All notices hereunder materially changing this AGREEMENT must be in writing to the designated CLIENT contact and CONSULTANT project manager.
14. FORCE MAJEURE – Neither CLIENT nor CONSULTANT shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes or civil unrest.
15. ADDITIONAL TERMS - None.

PART V - SIGNATURES

The parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

CLIENT: CITY OF SHAWNEE

By:

_____	Signature	_____	Title
_____	Printed Name	_____	Date

CONSULTANT: IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC

By:

_____	Signature	_____	Title
Stephen J. Smith, P.E.		_____	
_____	Printed Name	_____	Date

Attachment A - Scope of Services



Shawnee, OK - 2017 Pavement Management Program

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Project Set-up	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	265	T-Mi	\$15.00	\$3,975.00
Field Surveys					
3	RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
4	RST Field Data Collection - Full Network (w/ 2-pass Arterials & Collectors)	265	T-Mi	\$100.00	\$26,500.00
5	HD Video Collection & Calibration	265	T-Mi	\$20.00	\$5,300.00
6	Dynaflect Mobilization for Deflection Testing	1	LS	\$2,500.00	\$2,500.00
7	Major Roadway Deflection Testing	69	T-Mi	\$140.00	\$9,660.00
Data Management					
8	Processing HD Digital Imagery @ 20-25 Foot Intervals (1 - Forward Facing View)	265	T-Mi	\$15.00	\$3,975.00
9	Data QA/QC, Processing, & Format	265	T-Mi	\$16.00	\$4,240.00
10	Pavement Analysis, ESA Spreadsheet, & Final Pavement Management Report	1	LS	\$8,000.00	\$8,000.00
	a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software			Included in Base Activities	
	b. Customizable Prioritization & Cost-Benefit Analysis			Included in Base Activities	
	c. Online ESA Spreadsheet Training and 40 Hours of Tech Support			Included in Base Activities	
11	Sign & Support Database Development	265	T-Mi	\$100.00	\$26,500.00
12	Mediab/Curb Drop Inlet Database Development	265	T-Mi	\$30.00	\$7,950.00
13	Onsite Results Presentation	1	LS	\$3,000.00	\$3,000.00
14	Project Management	1	LS	\$5,100.00	\$5,100.00
Project Total:					\$112,700.00

Optional MicroPAVER Implementation & Training

15	MicroPAVER Pavement Condition Data Load & Configuration	1	LS	\$2,500.00	\$2,500.00
16	MicroPAVER v7.0.2 (2 seats) Install & Supply	1	LS	\$1,750.00	\$1,750.00
17	Annual MicroPAVER Software Maintenance Fee: Eff. Year 2	1	YR	\$1,250.00	\$1,250.00
18	MicroPAVER Onsite Training	1	DA	\$3,750.00	\$3,750.00
19	MicroPAVER Technical Support	40	HR	\$140.00	\$5,600.00

Additional Cost of MicroPaver Implementation: \$14,850.00

Additional Optional Service Items and Activities

20	PMP Software Evaluation & Recommendation	1	LS	\$1,550.00	\$1,550.00
21	Sidewalk & Obstruction Database Development	265	T-Mi	\$50.00	\$13,250.00
22	Curb & Gutter Database Development	265	T-Mi	\$50.00	\$13,250.00
23	ADA Ramp & Obstructions Database Development	265	T-Mi	\$60.00	\$15,900.00
24	Bridge Inventory & Database Development	265	T-Mi	\$20.00	\$5,300.00
25	Mediab/Curb Drop Inlet Database Development	265	T-Mi	\$30.00	\$7,950.00
26	Pavement Markings & Striping Database Development	265	T-Mi	\$60.00	\$15,900.00
27	Signals/Flashers/Controllers Inventory & Database Development	265	T-Mi	\$40.00	\$10,600.00
28	Speed Hump Inventory & Database Development	265	T-Mi	\$20.00	\$5,300.00
29	Street Light Inventory & Database Development	265	T-Mi	\$50.00	\$13,250.00
30	Driveway Inventory & Database Development	265	T-Mi	\$100.00	\$26,500.00
31	Guard Rail & Roadside Pedestrian Fence Inventory & Database Development	265	T-Mi	\$40.00	\$10,600.00
32	IMSvue - City or IMS hosted	1	LS	\$7,000.00	\$7,000.00
	a. IMSvue - Annual Maintenance Fee			Included in Viewer Cost	
33	Sign Nighttime Retroreflectivity Survey	265	T-Mi	\$147.00	\$38,955.00

Task	Description	Activities	Deliverables
Project Initiation:			
1.	Project Initiation & Project Set Up	- Confirm scope, extent and content of surveys, set milestones, and deliverables. - Confirm key contacts, roles and responsibilities, and project documentation. - Identify location of key data elements such as traffic data, GIS, existing roadway inventories, historical data, and pavement management data. - Identify deficient data and the means to obtain it. - Confirm phases of the work and invoicing methodology. - Develop Master Asset List (MAL) that defines the attributes to be collected for each asset.	Technical memo detailing scope of work, budget and deliverables. Master Asset List (MAL)
2.	Network Referencing & GIS Linkage	- Obtain roadway attributes from GIS for functional class, ownership, length, pavement type, etc. If not available, devise plan to obtain them from the City. - Using the City's existing GIS centerline topology, develop a network wide roadway inventory on a block-to-block and/or intersection-to-intersection basis. The City's GIS line work must be contiguous in nature. - Include street number and block order in referencing. - Ensure each segment is linked to its parent GIS section. - Utilizing aerial photography, measure and confirm lengths and widths for each segment. RST length checks will be integrated after data collection. - Develop survey maps for use by the RST and client review.	Survey maps and inventory for use during the survey.
Field Surveys:			
3.	RST Mobilization & Calibration	- Mobilize surface distress, roughness, and rutting testing equipment to project. - Demonstrate the equipment to the City. - Calibrate equipment. - The Crew Chief will schedule an onsite meeting upon arrival and departure.	Equipment calibration results
4.	RST Field Data Collection - Full Network	- On all arterials and major collectors, complete 2 pass testing collecting ASTM D6433 distresses and attributes at 100-foot intervals on a block by block basis. - Minor Collectors and Local roadways will be	Survey 265 miles with Laser RST technology.

		surveyed in a single pass.	
		IMS will survey approximately 265 miles of roadway based upon 230 centerline miles.	
5.	HD Video Collection & Calibration	- Mount and configure up to 7 HD camera views on the RST for right of way asset extraction purposes. - Arterial and major collector roadways will be driven in 2 directions while minor collectors and local roadways will receive a single pass.	Field Survey Maps
6.	Dynalect Mobilization & Calibration	- Mobilize deflection testing equipment to project. - Demonstrate the equipment to the City. - Calibrate equipment. - The Field Operator will schedule an onsite meeting upon arrival and departure.	Equipment calibration results
7.	Major Roadway Deflection Testing	- On all arterials and major collectors, collect multi-sensor deflection data at 500 foot intervals. - Arterials and major collectors will require a return run in the opposite direction (2 pass testing). - Collect GPS and temperature. - Deflection testing requires a city supplied shadow vehicle for traffic control purposes as testing is a stop and go process that will slow traffic. If a shadow vehicle cannot be provided, IMS can contract with the local Police Department. The cost of traffic control can be added to the scope of services.	Deflection testing on the arterial and major collector roadways. Deflection results delivered in an Excel Spreadsheet with the surface condition results.

Data Management:

8.	Processing HD Digital Imagery @ 20-25 Foot Intervals – 1 View	- Process 1 forward view of HD pavement imagery at 20-25 foot intervals. - Deliver the images in .jpeg format with an associated geodatabase containing image hyperlinks. - Additional views can be added and supplied at the unit rates provided.	GPS coordinate data and HD digital images on City roadway network in a Personal Geodatabase format.
9.	Data QA/QC, Processing, & Formatting	- Develop exceptions report for lengths that do not match GIS. - For each data stream (surface distress, roughness, structural, geometrics, & GPS), aggregate the 100-foot data and process at the segment/block level. - Develop individual index scores for surface distress, structural, and roughness as appropriate. - Develop a pavement condition index for each section. - Shape files of the processed data.	Excel spreadsheet of the sectional data and index values. Segment level condition data will be supplemented with network comps and several graphs to illustrate network condition.

10. Pavement Analysis, ESA Spreadsheet, & Final Pavement Management Report	• Complete QA of data. Develop the intelligence that drives rehabilitation and maintenance selection on each roadway. • Develop deterioration models for load during pavement analysis. • Develop cost of deferment optimization, strength indexes, functional classification, pavement type, and all other weighted criteria used in the prioritization of rehabilitation candidates. • Complete a full review of the available maintenance and rehabilitation strategies, unit rates, and post rehab PCI increase. Following the operating parameter development, complete the following analysis: • Present status and PCI report in Excel format c/w PCI charts and backlog. • Fix all needs analysis and budget. • Steady state (SS), do nothing, unlimited, SS plus 50%, SS minus 50%. • Budget driven analysis (\$/yr estimate). • Level of service driven analysis (target PCI). • Integrate City capital plans and "must do's" (\$ to hit set PCI and backlog target. • Deliver the Easy Street Analysis (ESA) spreadsheet with interactive functionality. Live functionality includes PCI overrides, project limit edits, rehab activities, unit rates, budget models, dedicated surface treatment budget, and many others. • Within ESA, include the deterioration curves utilized, treatments, unit rates, and their impact on the analysis results. • Present ESA to City via WebEx and identify any deficiencies in the analysis spreadsheet. Make any necessary edits or revisions. • The report shall include a summary of the network value, pavement condition, rehabilitation & maintenance treatments, budget scenarios, PCI definitions, analysis operating parameters, and the results of the survey. • The written report shall be supplemented with appendices that contain spreadsheet reports such as: - Street Inventory and Condition Summary \$ Driven 5-year Rehab Program by Segment \$ Driven 5-year Rehab Program by Year - Alternate \$ Driven Rehab Programs by Year &	Meeting or call with IMS to discuss the analysis methodology and approach to ensure it meets the needs of City staff and management. Draft analysis results. Up to 10 models/budget analysis options will be completed. Delivery of draft pavement management report in an electronic file format. City staff will review content and provide feedback or revisions as necessary. Final report development and delivery of 3 hard copy reports. Full size maps will be delivered electronically.
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		Segment.	
		• Deliver draft report to City and incorporate any modifications to the analysis or reporting methodology. • Deliver shape and KML files of the final analysis results.	
11.	Sign & Support Database Development	• Using the RST HD video, develop a sign/support inventory following the attributes defined in the Master Asset List (MAL). • Collect MUTCD code, text, color, stack position, material, orientation, direction, and location. • Note if illumination is present. • Sign size will range from small to highway size. • Condition ratings will be performed on a 5 tier scale ranging from Very Poor to Very Good. • All assets are positionally placed in GIS through the utilization of RST imagery, aerial photography, and internal GIS tool-kits.	Personal geodatabase with asset inventory.
12.	Median/Curb Drop Inlet Database Development	• Develop a median/curb inlet inventory following the attributes defined in the Master Asset List (MAL). • At a minimum, collect inlet type, opening type, placement, visible condition, and location. • Condition ratings will be performed on a 5 tier scale ranging from Very Poor to Very Good. • All Assets are positionally placed in GIS through the utilization of RST imagery, aerial photography, and internal GIS tool-kits.	Personal geodatabase with asset inventory
13.	Onsite Results Presentation	• Present report and results to City Council in a work session meeting format. • Create a PowerPoint presentation to showcase the results of the condition survey.	Onsite PowerPoint presentation.
14.	Project Management	• Provide client with periodic e-mail updates and reports. • Meetings to be completed on-site and by conference calls. • Complete project administration and invoicing.	Status reports and invoices

CITY OF SHAWNEE

CAPITAL OUTLAY BUDGET REPORT

FUND	ACCOUNT	PROJECT	LINE	DESCRIPTION	BUDGET	ACTUAL	ENCUMBRANCES	BALANCE
STREET IMPROVEMENT FUND								
ENGINEERING								
CAPITAL OUTLAY - EQUIPMENT								
302	5-0810-5450	808	0810-01	CENTRACS TRAFFIC SIGNALIZATION	78,080.00	0.00	0.00	78,080.00
302	5-0810-5450	808	0810-02	MACARTHUR TUNNEL LIGHTS	40,000.00	0.00	0.00	40,000.00
302	5-0810-5450	808	0810-06	BRIDGE REPAIR AND MAINT	400,000.00	0.00	0.00	400,000.00
302	5-0810-5450	808	0810-07	STREET REPAIR & MAINT	480,000.00	0.00	62,555.18	417,444.82
302	5-0810-5450	808	0810-08	STREET EVALUATIONS	325,000.00	0.00	0.00	325,000.00
302	5-0810-5450	808	0810-09	PARKING LOT SANTA FE	220,000.00	0.00	0.00	220,000.00
302	5-0810-5450	808	0810-10	SIDEWALKS	350,000.00	25,866.67	0.00	324,133.33
302	5-0810-5450	808	0850-04	REHAB STREET PROJECTS	500,000.00	0.00	0.00	500,000.00
TOTAL CAPITAL OUTLAY - EQUIPMENT					2,393,080.00	25,866.67	62,555.18	2,304,658.15
TOTAL ENGINEERING					2,393,080.00	25,866.67	62,555.18	2,304,658.15
NEW STREET PROJECTS								
CAPITAL OUTLAY - STREETS								
302	5-0820-5480	808	0820-01	HARRISON & 45TH INTERSECTION	750,000.00	0.00	0.00	750,000.00
302	5-0820-5480	808	0820-02	KICKAPOO & 45TH ST IMPROVEMENT	850,000.00	0.00	0.00	850,000.00
302	5-0820-5480	808	0820-03	KICKAPOO SPUR TO FARREL	3,800,000.00	0.00	0.00	3,800,000.00
TOTAL CAPITAL OUTLAY - STREETS					5,400,000.00	0.00	0.00	5,400,000.00
TOTAL NEW STREET PROJECTS					5,400,000.00	0.00	0.00	5,400,000.00
STREET REHAB PROJECTS								
CAPITAL OUTLAY - STREETS								
302	5-0850-5480	808	0810-07	STREET REPAIR & MAINT	480,000.00	20,265.25	10,153.25	449,581.50
302	5-0850-5480	808	0850-05	REHAB CONCRETE PROJETS	500,000.00	0.00	0.00	500,000.00
TOTAL CAPITAL OUTLAY - STREETS					980,000.00	20,265.25	10,153.25	949,581.50
TOTAL STREET REHAB PROJECTS					980,000.00	20,265.25	10,153.25	949,581.50

- 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.

Mayor Finley asked to pull Consent Agenda Items Nos. 1(c)(2) and 1(k) for separate consideration.

A motion was made by Commissioner Gillham, seconded by Commissioner Rutherford, to approve Consent Agenda Item Nos. 1(a-l), less items 1(c)(2) and 1(k). Motion carried 6-0.

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

NAY: None

Regarding Consent Agenda Item No. 1(c)(2), Mayor Finley stated that the Traffic Commission recommended deferring this item to the July 25, 2017 Traffic Commission meeting.

A motion was made by Commissioner Gillham, seconded by Commissioner Salter, to defer Consent Agenda Item No. 1(c)(2) to the August 7, 2017 City Commission meeting. Motion carried 5-0-1.

AYE: Gillham, Salter, Bushong, Finley, Rutherford

NAY: None

ABSTAIN: Shaw

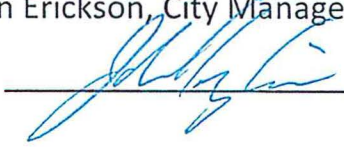
Regarding Consent Agenda Item No. 1(k), Mayor Finley stated the current plans of the Santa Fe Parking Lot Improvement Project do not provide access to a neighboring property. Mayor Finley asked if the item should be deferred until plans can be corrected. City Manager Justin Erickson explained that staff recommends the authorization to advertise for bids. He noted the plans were only



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
Deadline for Submitting Proposal to City	June 30, 2017
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

(405) 878-1660

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ttriffo@mdstechnologies.com

350 S. Northwest Highway, Suite 300

Park Ridge, IL 60068

847-238-2402

Enterprise Information Solutions

ashaw@enterinfo.com

9002 Red Branch Road

Columbia, MD 21045

410-884-7888

Pathway Services

smathison@pathwayservices.com

PO Box 472105

Tulsa, Oklahoma 74147

918-259-9883

Dynatest Consulting Texas

aulloa@dynatest.com

2217 W. Braker Lane

Austin, Texas 78758

512-521-5008

IMS

Infrastructure Management Services

ssmith@ims-rst.com

1820 W. Drake Dr. Suite 108

Tempe, AZ 85283

480-839-4347

ARRB Group Inc

info@arrbgroup.net

770 Pennsylvania Dr. suite 112

Exton, PA 19341

610-321-8300

LNV Engineering

bhines@lnvinc.com

102 Decker Court, STE 240

Irving, Texas 75062

972-550-9154

LJA Engineering, Inc

cvillarreal@lja.com

2929 Briarpark Drive, Suite 600

Houston, Texas 77042

713-953-5200

Roadway Data Services LLC

ardisb@roadway-data.com

4537 Generaux Rd.

Iona, MI 48846-9727

616-902-1739

Cartegraph

peteengstrom@cartegraph.com

Technology Park

3600 Digital Drive

Dubuque, IA 52003

800-688-2656 Ext 3351

Applied Pavement

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7212 McNeil DR. #201

Austin, Texas 78729

512-222-6444

Applus +Velosi USA Houston

Info.usa@applusvelosi.com

222 Pennbriht, suite 230

Houston, Texas 77090

281-872-3600

Transmap Corporation

transmapinfo@gmail.com

3366 Riverside DR., Suite 103

Upper Arlington, OH 43221

614-481-6799

DTS

Data Transfer Solutions

dbehnke@dtsgis.com

6412 Academy Lane

Plano, Texas 75074

214-566-2857

SAM

Surveying, Aerial Mapping

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



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 30th, 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 blue ink, appearing to read "Zac Thomason", with a long, sweeping horizontal line extending to the right.

Zac Thomason
National Manager of Client Services



Infrastructure Management and Related Services

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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 3rd 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.

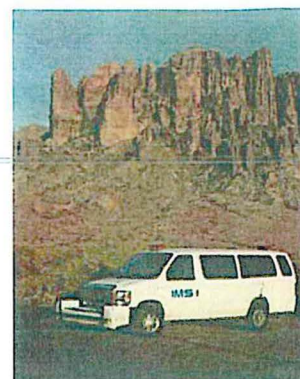
While the IMS team will assess the City's existing pavement management data and evaluate other options (i.e. MicroPAVER, StreetSaver, Interactive Spreadsheets), IMS recognizes that not all Cities have the resources to run a dedicated pavement management program. As such, IMS has engineered an easy to 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 3rd 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

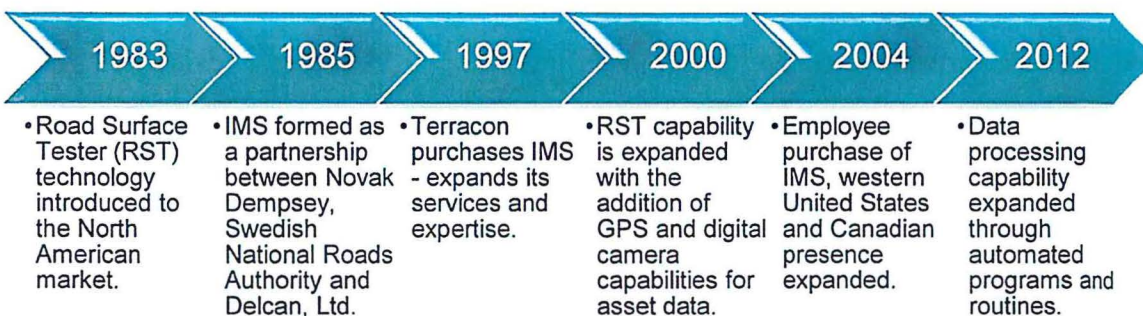
IMS Infrastructure Management Services is a pavement management consulting firm with over 30 years of direct experience in the industry and we are the premier automated pavement management firm in the United States. As a professional engineering firm that is 100% dedicated to pavement and asset management, 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 3rd 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.



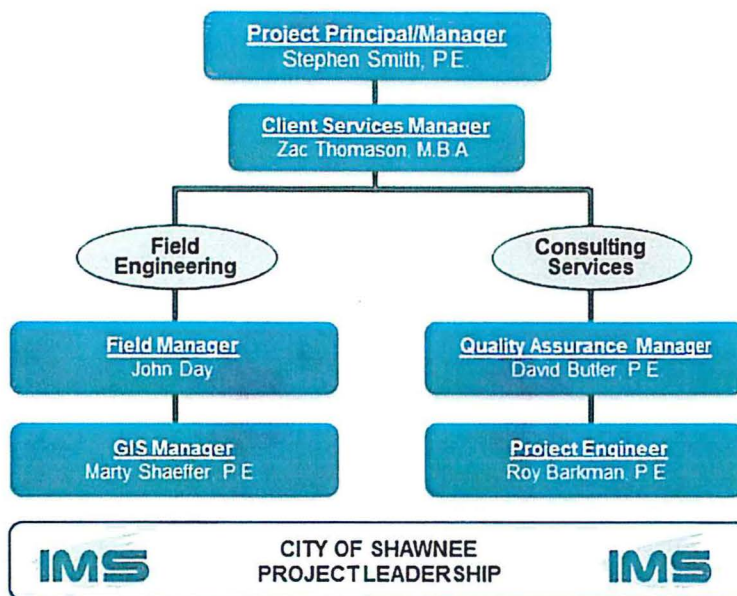
Software Solutions

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 <u>Summary:</u> 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. <i>B.S. in Civil Engineering, over 30 years engineering experience.</i> <i>P.E. in Arizona, Delaware and P.Eng. in Alberta and Saskatchewan.</i> <i>17 years specializing in pavement and right of way asset management for cities and counties.</i> <i>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.</i> <i>In excess of 300,000 miles of data collection and QA/QC using automated, manual and sampling technologies.</i> 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 <u>Summary:</u> 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. <i>B.S. in Civil Engineering, over 30 years engineering experience.</i> <i>Over 25 years specializing in pavement and right of way asset condition surveys, software implementation, analysis, and training.</i> <i>Data collection, inspection and QA/QC of well over 200,000 miles of roadways in all regions of the country.</i> <i>Participation in ASTM sub-committee E1741, TRB sub-committee AFD20 on pavement monitoring, valuation.</i> 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

3rd 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

3rd 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

3rd 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 **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 **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 **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

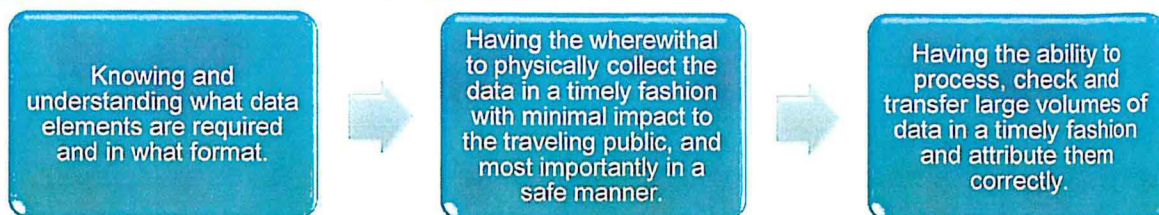
Email: carl.allen@adaok.com **Phone:** (580) 436-8100

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 3rd 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.

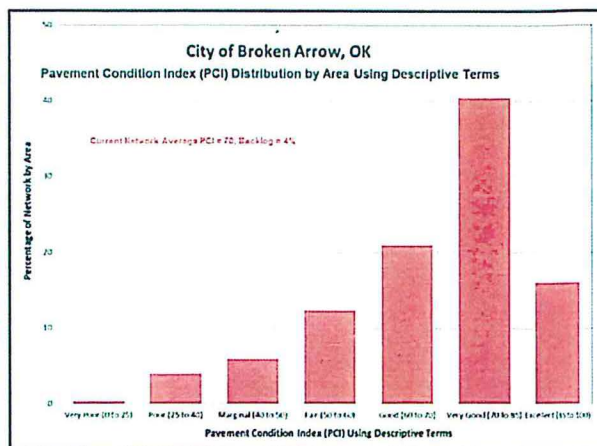
The IMS Easy Street Analysis (ESA) is an Interactive Spreadsheet that allows the user to input work completed, modify project lengths, change annual budgets, commit projects, and easily re-run the analysis on the fly, all while keeping the incorporated graphs current and up to date.

- **3rd 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.

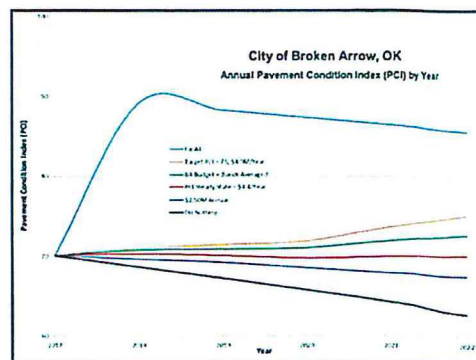
A solid pavement management program will allow the rehabilitation plan to be prioritized based on City priorities as they relate to functional classification, pavement type, structural adequacy, and potentially districts. The ability to also utilize deflection data and/or the sum of load associated surface 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 3rd 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:

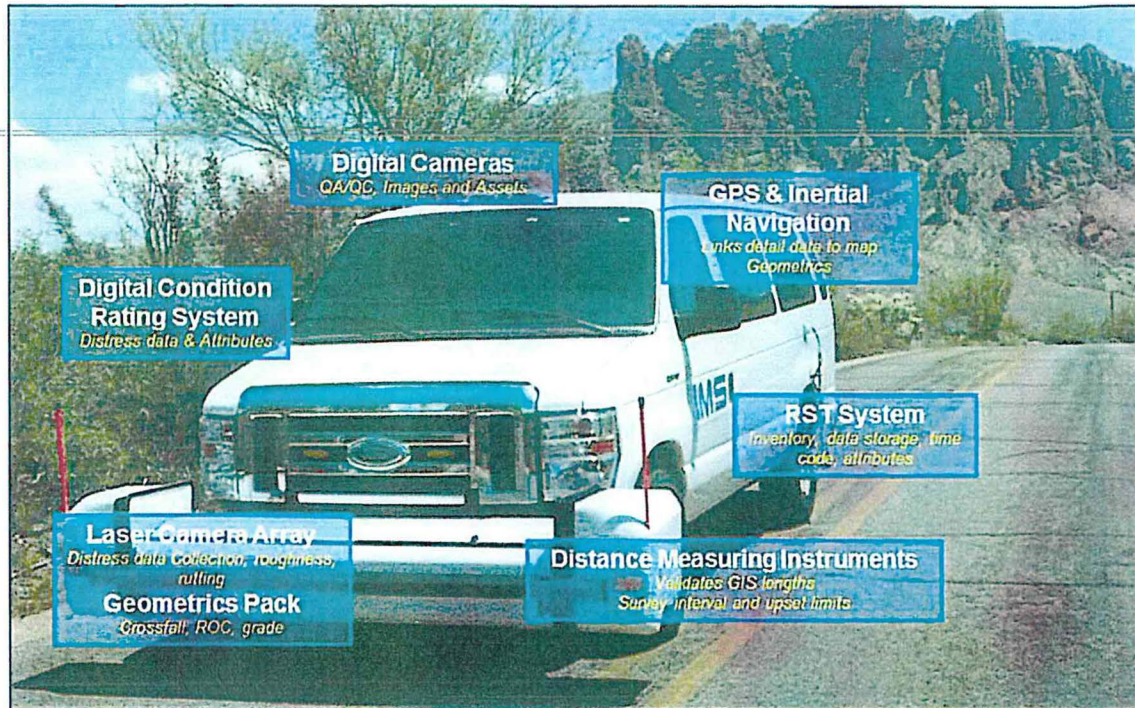
- A transducer bar with an array of 11 laser cameras, rate gyroscopes, inclinometers and accelerometers to measure pavement roughness, rutting, cracking, and geometrics.
- Touchscreen DDCRS that is customized to collect a variety of roadway attributes and extent-severity based pavement distresses through 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

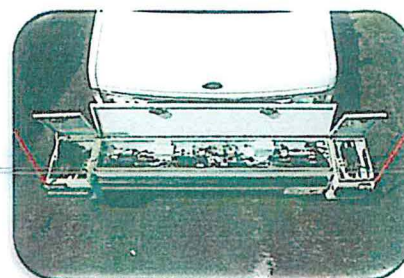
The Laser RST is equipped with multiple servers and computers that store the data collected from the lasers, cameras, GPS, and touch-screen event board.

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.

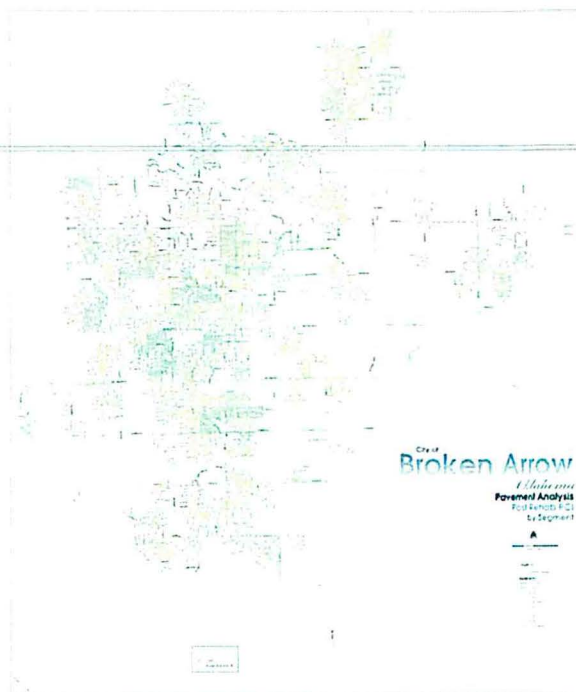
IMS kicks off every project by completing a brief review of the agency's GIS environment to assess suitability for network referencing, survey map preparation, and pavement management purposes. IMS also compares the existing roadway inventory within the City's GIS environment. If they do not match, we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

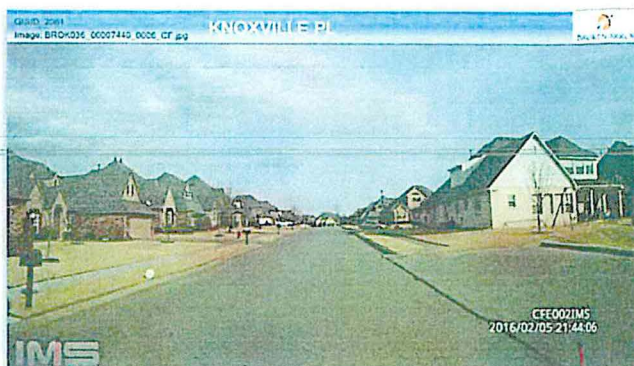
1. The survey productivity will be tracked through the plotting of the GPS data collected during the field surveys. This will allow IMS to review all streets that have been covered, identify anomalies in the referencing, and spot missed streets.
2. GIS will be used in processing the distress and inventory 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).



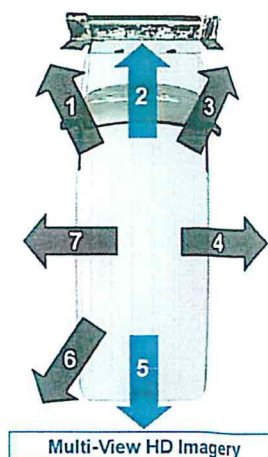
As an example of pavement image quality, the image above illustrates the center forward (camera 2) view from the Laser RST during our recent Broken Arrow assignment.

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.



2.5 SOFTWARE NEEDS ASSESSMENT & EVALUATION

The main goal of this project is not only to perform data collection, but also to implement a comprehensive Pavement Management System that meets the current and growing needs of the City of Shawnee staff. While we believe the non-proprietary and easy to use IMS East Street Analysis spreadsheet (ESA) may best fit the needs of the City, IMS is well versed with the functionality of most 3rd party pavement management modules and can assist the City in the review and selection of a potential software solution. IMS also understands that not all agencies have the necessary resources to maintain dedicated pavement management software and as such, the IMS base deliverables include an enhanced pavement analysis using sound pavement management principles (i.e. cost benefit), GIS geodatabases & shape files, and Excel spreadsheet data formats. Regardless of direction, the IMS team will work directly with City Staff to implement the proper solution for the staff and citizens of Shawnee.

*While IMS has established ourselves as the leading pavement management firm since 1985, we are also third party software consultants who frequently implement applications such as **PAVER**, **StreetSaver**, **Lucity**, **PASER (Roadsoft)**, **Deighton**, **Cartegraph**, **VUEWorks**, and many others.* We go beyond software installation and training to ensure the operating parameters of the system are setup and configured to produce reliable analysis routines and reports (select applications). While there is no "one-size-fits-all" when it comes to pavement management, IMS can ensure the selection of software that will meet current and future needs of the City's staff and elected officials.

To accomplish this goal, IMS Infrastructure Management Services will perform a needs assessment and full evaluation of available pavement management programs, including web demonstrations and/or on-site visits. After selection and implementation, IMS will then train the City staff on the system functionality, allowing for the development of comprehensive multi-year road rehabilitation plans that optimize pavement quality and minimize annual expenditures. IMS recently performed this very same evaluation for the City of Broken Arrow, Oklahoma and Tallahassee, Florida.

Software Review and Selection: IMS will review the City's existing pavement data, its level of implementation, and user skill set. To review the benefits and disadvantages of each software module, our team will also evaluate the City's needs and compare them against each available application. While the evaluation will include approximately seven options, IMS will work with the City staff to narrow the selection to 2-3 for optional live and/or web demonstrations. Upon completion of the demos, the City staff will select an appropriate application.

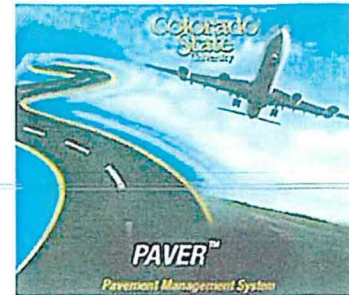


Selection should be based on three factors – the flexibility of the software (ease of use), satisfaction with the analysis tools, program and subsequent outputs (GIS, reports, budgets, etc.), and the quality of the software support and maintenance activities.

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								
PCI: 76								
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 3rd 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)

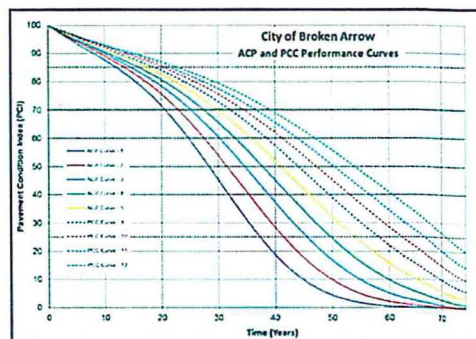
The IMS analysis allows you to store information regarding your pavements, including surface types, number of lanes, patching estimates, cross slopes, and sidewalk & curb types with replacement estimates. Pavement condition data including surface distress, roughness, and deflection results can be stored 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 $DWF = \{Area\ under\ D6433\ deduct\ curves / 3000\}$.

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.

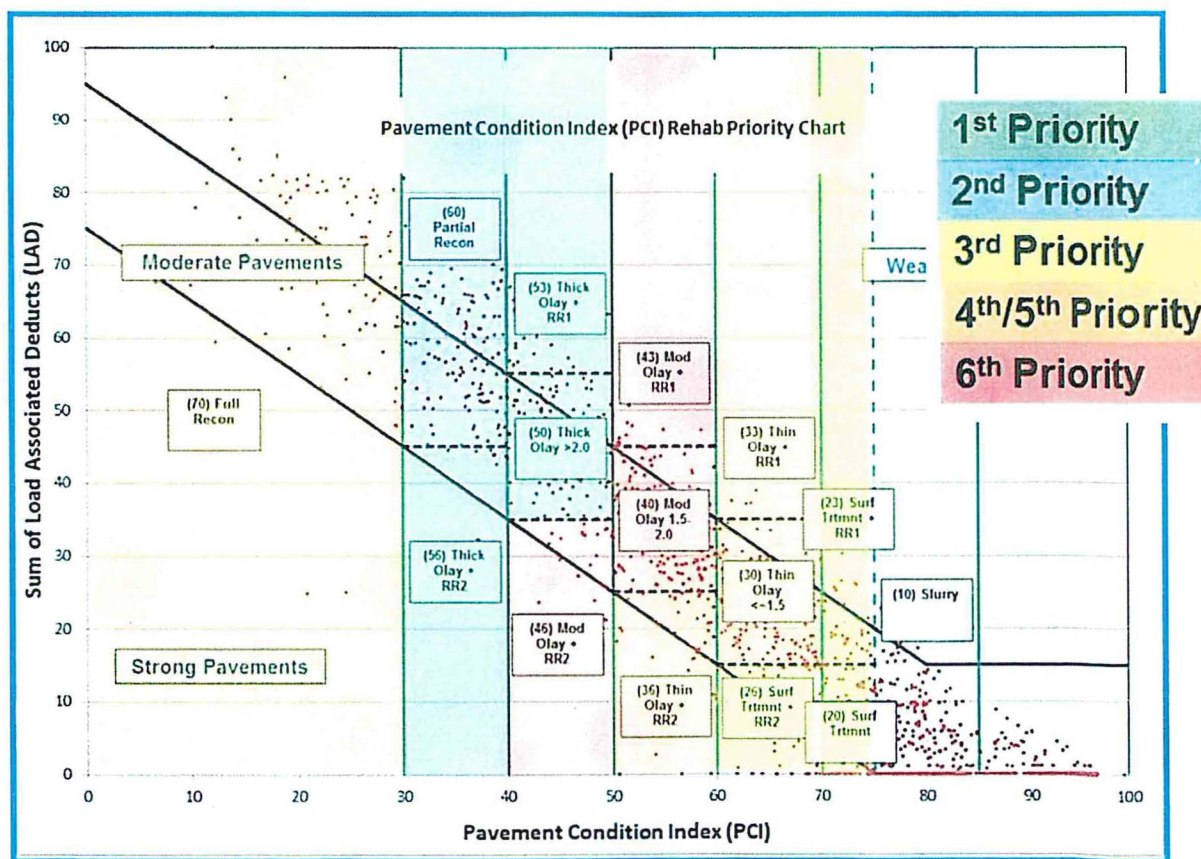


Set Points and Operating Parameters

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.

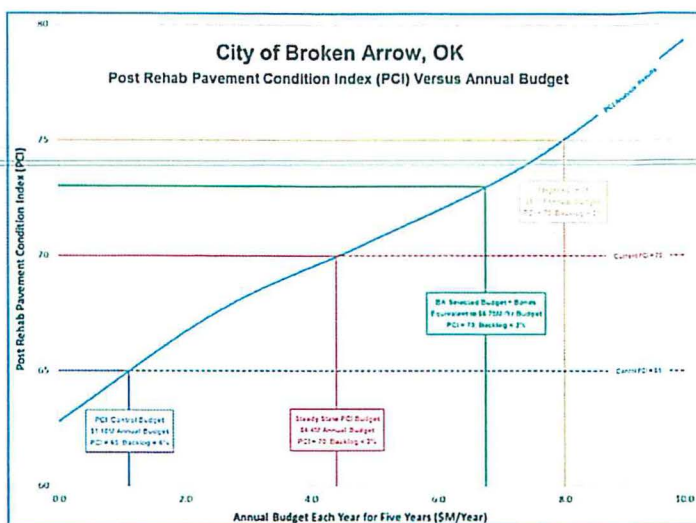


Rehabilitation Analysis

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

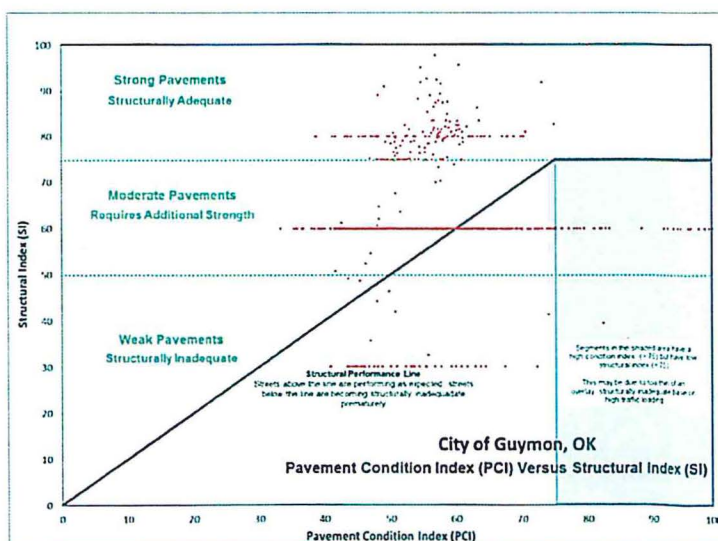
Subsurface distress investigations are a valuable tool to assess the sub-grade condition of a roadway. As a part of the project deliverables, IMS can integrate the Structural Index (SI) as a component of each roadway's final PCI score. To assess the subgrade strength of a roadway, a Dynaflect Device 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 pavements 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.

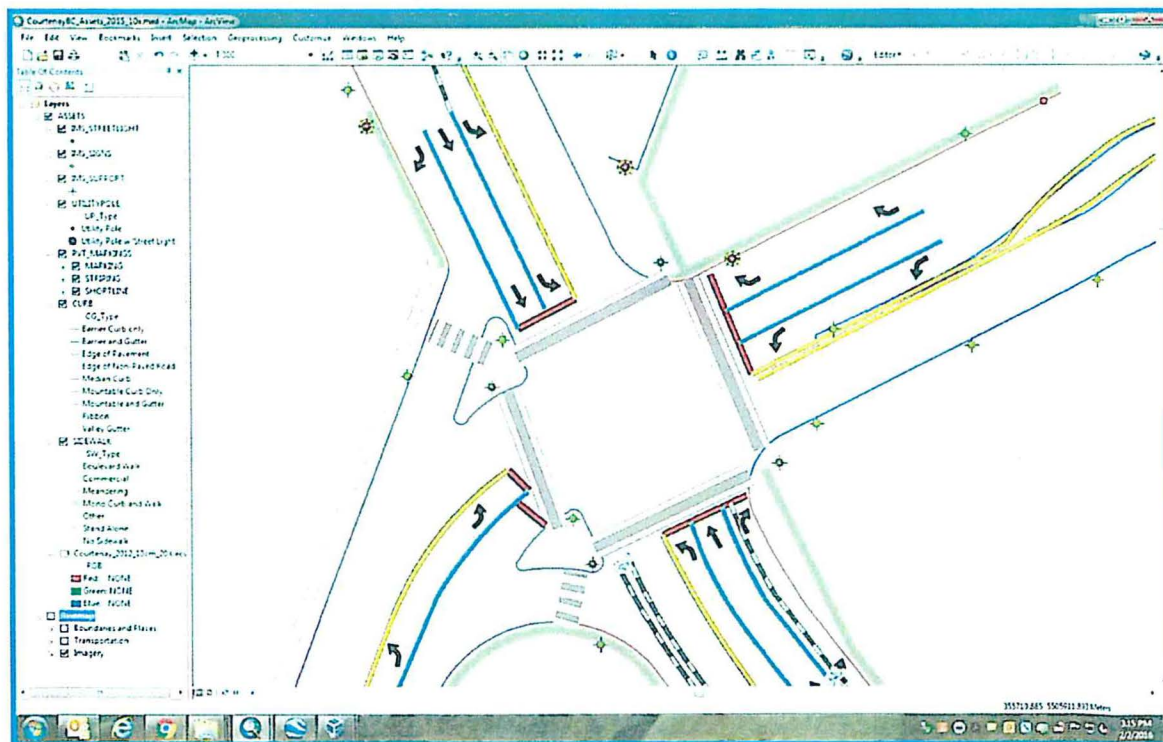


2.9 OPTIONAL RIGHT-OF-WAY ASSET INVENTORIES

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

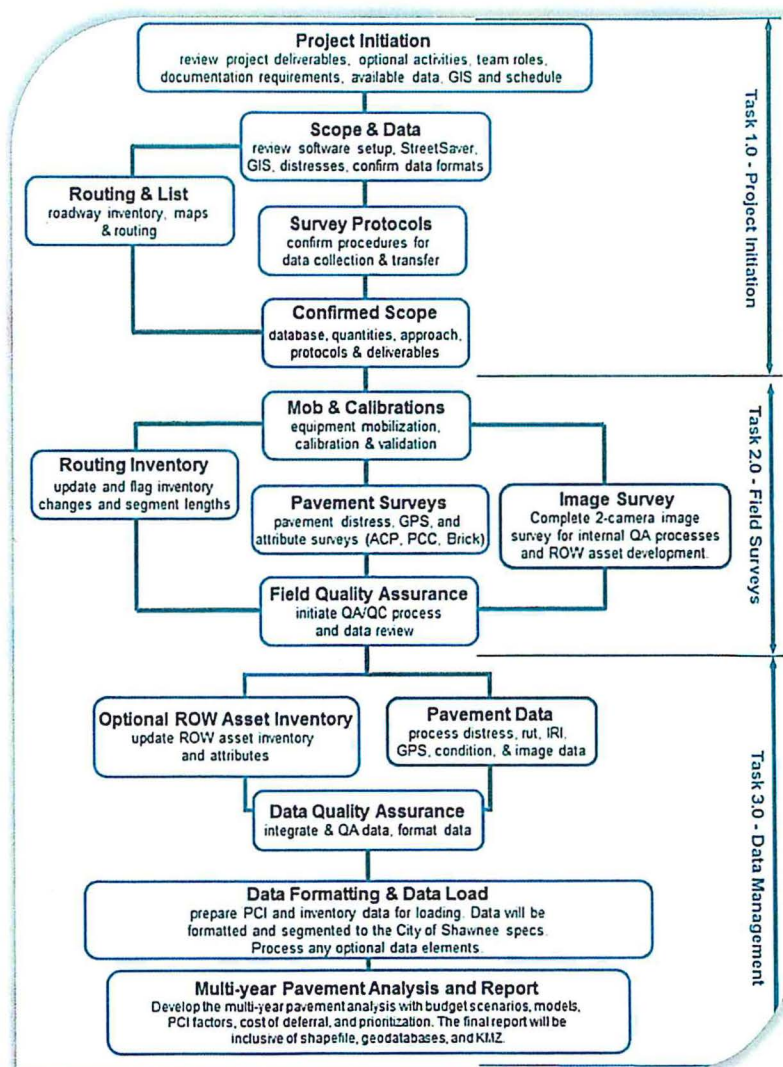
Over the course of implementing and collecting roadway and asset data for well over 700 transportation and municipal agencies, IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS will use a series of **Task Activities** to define a work 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



field, and processes it into a series of deliverables. This task will also complete the quality assurance and quality control, data processing, formatting, data loading, image deliverable processing, the development of the interactive Excel spreadsheet, and completion of the pavement analysis and report.

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
Project Initiation																										
Project Award & Notice to Proceed																										
Project Initiation & Scope Confirmation																										
Software Evaluation & Selection																										
GIS Review & Validation																										
Survey Routing & Mapping																										
Field Surveys																										
RST Mobilization & Calibration																										
RST Field Data Collection																										
Deflection Surveys (Subgrade Condition)																										
Data Management																										
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

6.

Meeting Date: 12/18/2017

Parks Master Plan

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation, discussion, consideration and possible action regarding a resolution to approve the Design Phase of the Parks Master Plan.

Attachments

Parks Master Plan Design

Parks Master Plan Reso



PARK PLANNING FOR SIX PARKS IN Shawnee, Oklahoma



Landscape Architects

825 N. Broadway Ave. Suite #315
Oklahoma City, OK 73102
405-525-2220
www.LandscapeByCLS.com

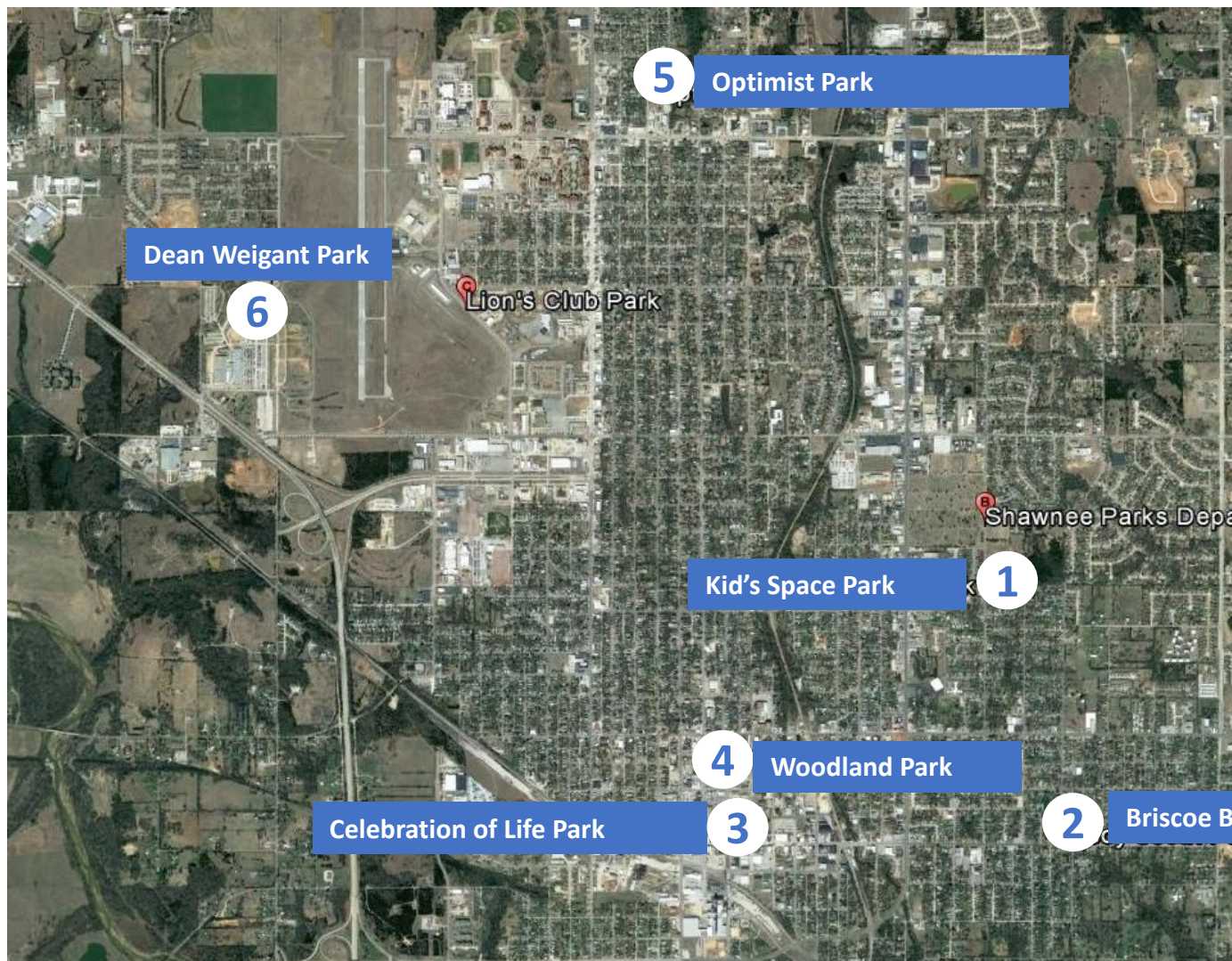


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Executive Summary

The City of Shawnee envisioned the need for an effective Master Planning effort to guide future development and implementation of park improvements. To assist with the goal, the City selected CLS & Associates to prepare plans that provide recommendations for these four parks. These plans resulted from meetings with Park and City staff, with site reconnaissance and with the review of the 2015 Park System Inventory & Assessment, which was completed by Dick Horton, Consulting.

Following this work, preliminary plans were prepared and presented to the Citizens of Shawnee in public meetings on May 18, 2017 and November 2, 2017. As a result of these public meetings, changes were made and a more holistic Master Plan was created.

This document presents the final adjusted plans for the six parks: Kid's Space Park, Briscoe Boy Scout/Rotary Park, Celebration of Life Park, Woodland Park, Optimist Park, and Dean Weigant Park. The development of these parks will greatly improve the parks system, by providing new and improved features to increase safety and offer increased recreational opportunities to the citizens of Shawnee.

1. KID'S SPACE PARK

3.5 ACRES



PROS:

- Very popular park
- Good public street frontage
- Paved parking
- Open grass field (pickup games of football, soccer, kites)
- Pavilion with electricity
- Large playground

CONS:

- Wood playground equipment is failing.
- Graffiti and vandalism

OPPORTUNITIES:

- Movie in the park
- Food trucks
- New large playgroup
- Additional pavilion
- Sitting areas near playground
- Trails with exercise equipment
- Large open space

1. KID'S SPACE PARK



NARRATIVE

This is a very popular park with lots of activity. However, the playground, which was built years ago using community volunteers, is past its usefulness and should be replaced.

New playground equipment will transform this park into a much more lively, safe and accessible place. The playground will have three sections within a large border. The area for smaller kids (2-5 year-olds) will be at the north end near the existing small swing set. An area for older children (5-12 year-olds) will be at the south end, near the existing larger swing set. This playground has been designated as a universal playground. Universal playgrounds allow children of all abilities and ages to be included within the community playground. The playground will be designed to be socially and physically inclusive and provide everyone the opportunity to participate more independently and equally. All safety surfacing will be solid, to allow citizens of all abilities to have full access.

A new entrance plaza will provide shaded areas for parents and others who want to watch the children play.

The new perimeter trail, including exercise stations will provide recreation for citizens of all ages and promote good health to the citizens of Shawnee.

Other new features include a new large shelter, a smaller shelter at the skate park, a new basketball court and development of a multi-purpose sports field, which can double as a location for outdoor movie nights and other entertainment.

1. KID'S SPACE PARK



MOVIE IN THE PARK



MULTI-USE SPORTS FIELD



SHADED SEATING AREA



1. KID'S SPACE PARK



BASKETBALL COURT



8' WIDE WALKING TRAIL



NEW SMALL SHELTER



NEW LARGE SHELTER



EXERCISE STATIONS ALONG TRAIL



1. KID'S SPACE PARK



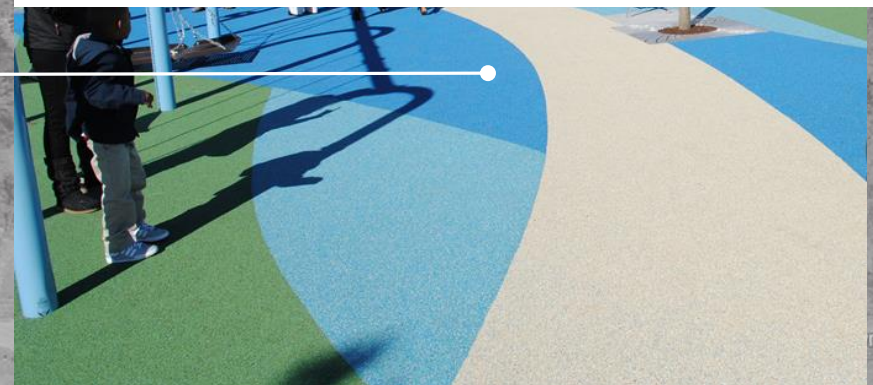
SPACE PLAYGROUND THEME



UNIVERSAL PLAYGROUND AREA



SOLID SURFACING EXAMPLE



2. BRISCOE BOY SCOUT / ROTARY PARK

9.12 ACRES



2. BRISCOE BOY SCOUT / ROTARY PARK



NARRATIVE

The Briscoe Boy Scout/Rotary Park is a beautiful park with many large existing trees that provide shade over a majority of the park.

The existing features, including basketball courts, tennis courts, shelter, comfort station and especially the new spray park are very popular and well used.

Proposed features include:

- A new entrance plaza, to act as a meeting and gathering place.
- New shelter on the eastern side of the park
- A small gazebo/bandstand at the north end which will act as a focal point, a place to hang out and as a small entertainment venue.
- A new playground is proposed on the southern part of the site, with a nature theme to coincide with the 'Boy Scout' name and large existing trees. To take advantage of the hill in the park, a slide is proposed to be built into the hill as a focal point and a fun and unusual feature for a playground.
- A few new walks for accessibility
- New exercise equipment is proposed along the existing walking trail.

New parking is planned on the property to the east of the park, which the City hopes to acquire in the future.

2. BRISCOE BOY SCOUT / ROTARY PARK

FUTURE PARK EXPANSION TO ADD PARKING

STANDARDIZE SITE FURNISHINGS



2. BRISCOE BOY SCOUT / ROTARY PARK



GAZEBO/BANDSTAND/FOCAL POINT



ENTRANCE PLAZA WITH PERGOLA



ENTRANCE PLAZA



2. BRISCOE BOY SCOUT / ROTARY PARK



EXERCISE STATIONS ALONG TRAIL



NEW WALKS AND PATHS

NEW AND RELOCATED SHELTERS



2. BRISCOE BOY SCOUT / ROTARY PARK



NATURE THEMED PLAYGROUND WITH SLIDES ON SLOPE

Burke
PLAY THAT MOVES YOU

BCIBURKE.COM | 800.266.1250



PROPOSAL: 36-100707-1

BOY SCOUT - SHAWNEE PARKS

Child's Play, Inc.

PLAY THAT MOVES YOU

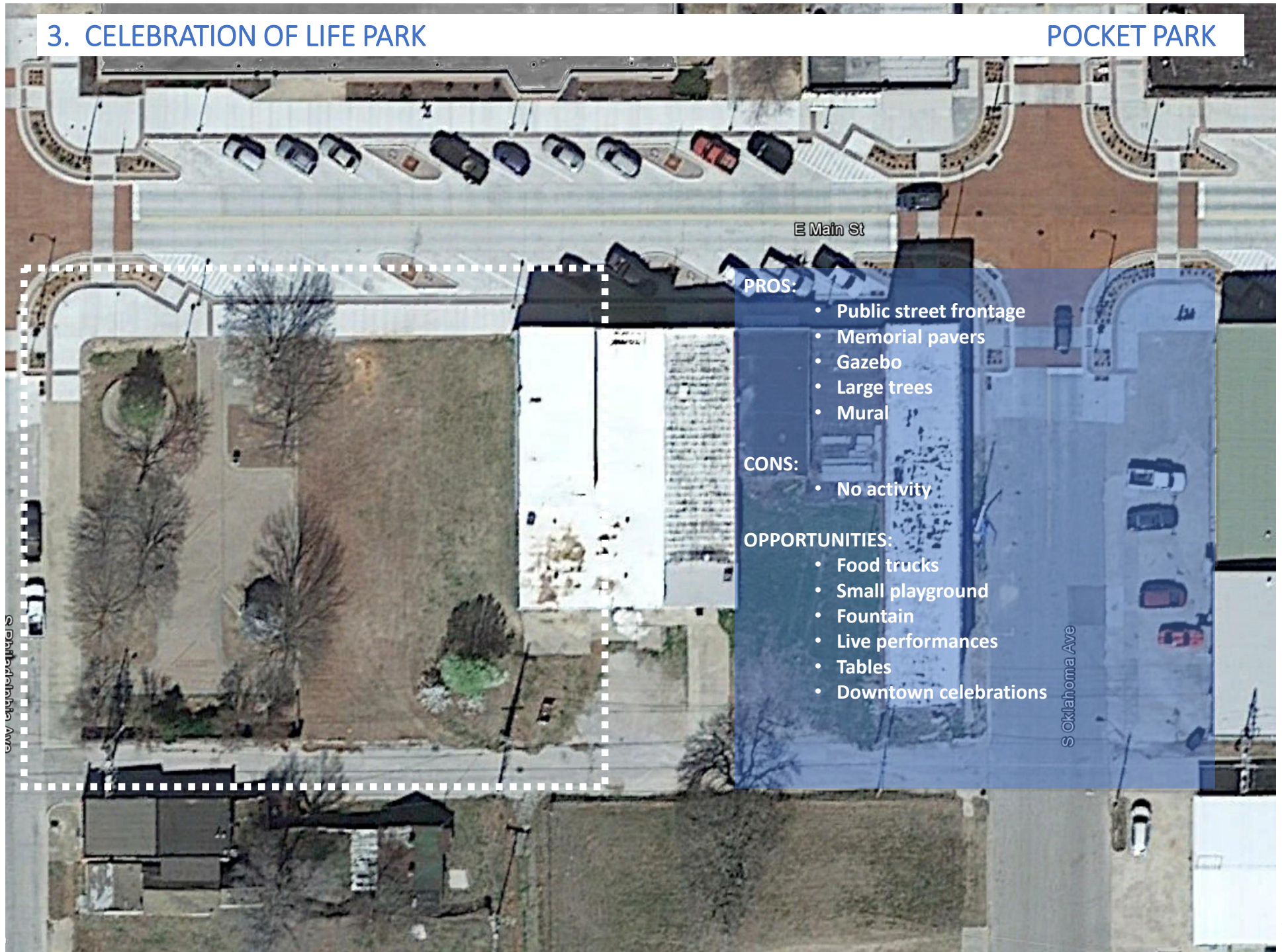


SLIDES ON SLOPE



3. CELEBRATION OF LIFE PARK

POCKET PARK



PROS:

- Public street frontage
- Memorial pavers
- Gazebo
- Large trees
- Mural

CONS:

- No activity

OPPORTUNITIES:

- Food trucks
- Small playground
- Fountain
- Live performances
- Tables
- Downtown celebrations

3. CELEBRATION OF LIFE PARK



NARRATIVE

This is a small pocket park in downtown Shawnee. The vacant lot to the east will be used to expand this park and offer new opportunities for activity and entertainment.

Existing features of the park largely remain, although an old fountain along the south wall will be removed.

New features include a new fountain and a small playground with solid surfacing. New site furnishings, along with landscaping is also proposed.

An expanded plaza will connect to a new stage, which would be designed to honor the historic Criterion Theatre, built in 1927, that previously occupied the site. The stage backdrop will mirror the façade of the Criterion and marquee elements will be incorporated into the covered stage structure. A prominent plaque will recognize Jake Jones Sr., the Jones Family Patriarch who built the Criterion. The Jones Family generously donated the land to facilitate expansion of the Park.

Historic bricks that have been salvaged from the downtown streetscape will be used for paving.



3. CELEBRATION OF LIFE PARK

NEW FOUNTAIN



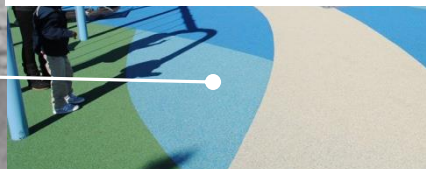
EXPAND BRICK PAVERS TO LARGER PLAZA WITH SEATING AND STAGE



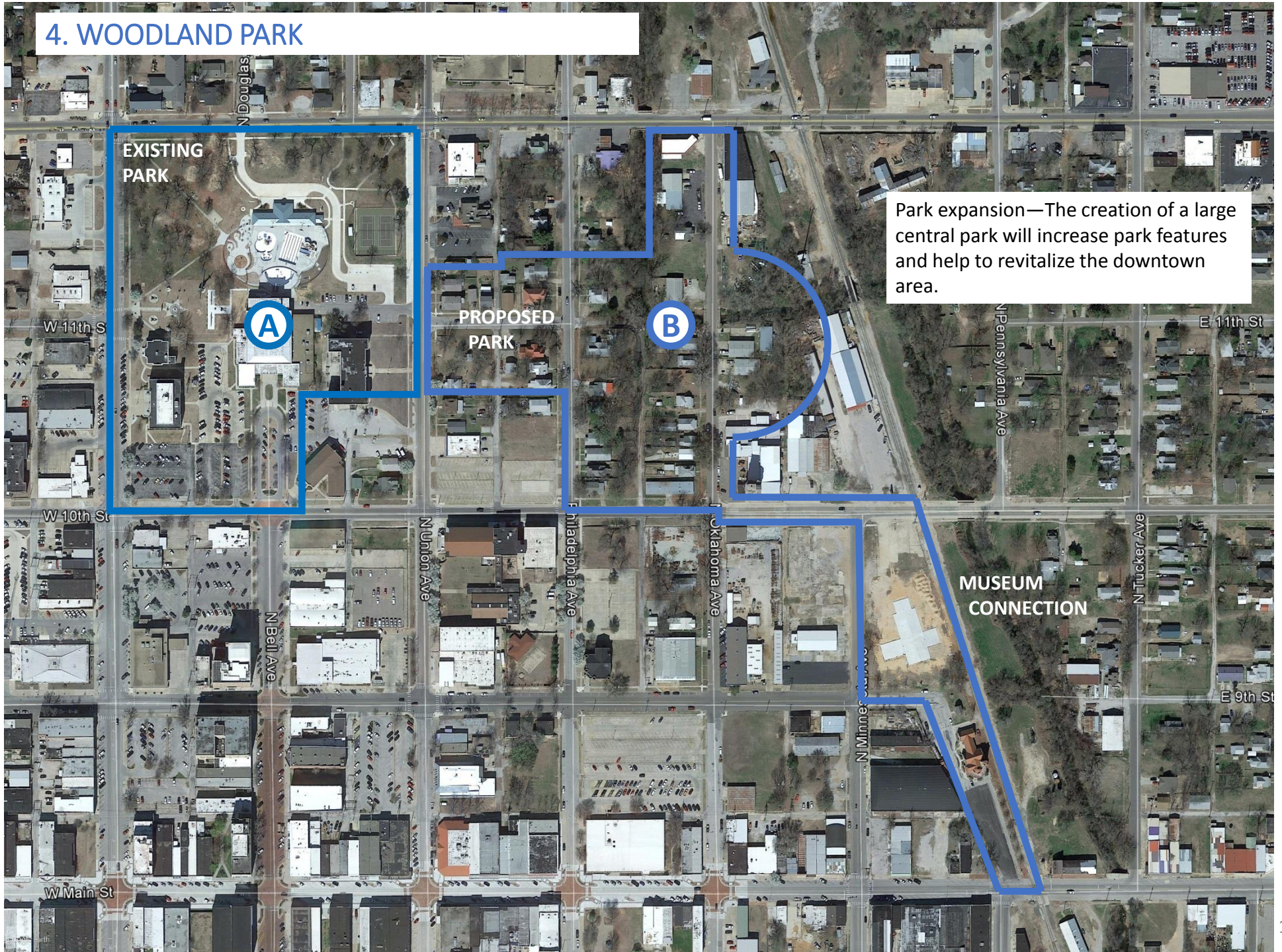
SMALL PLAYGROUND



SOLID SURFACING



4. WOODLAND PARK



Park expansion—The creation of a large central park will increase park features and help to revitalize the downtown area.

4A. EXISTING WOODLAND PARK

6.87 ACRE PARK

PROS:

- Pool and splash pad
- Tennis courts
- Veterans memorial
- Shade trees
- Variety of activities

CONS:

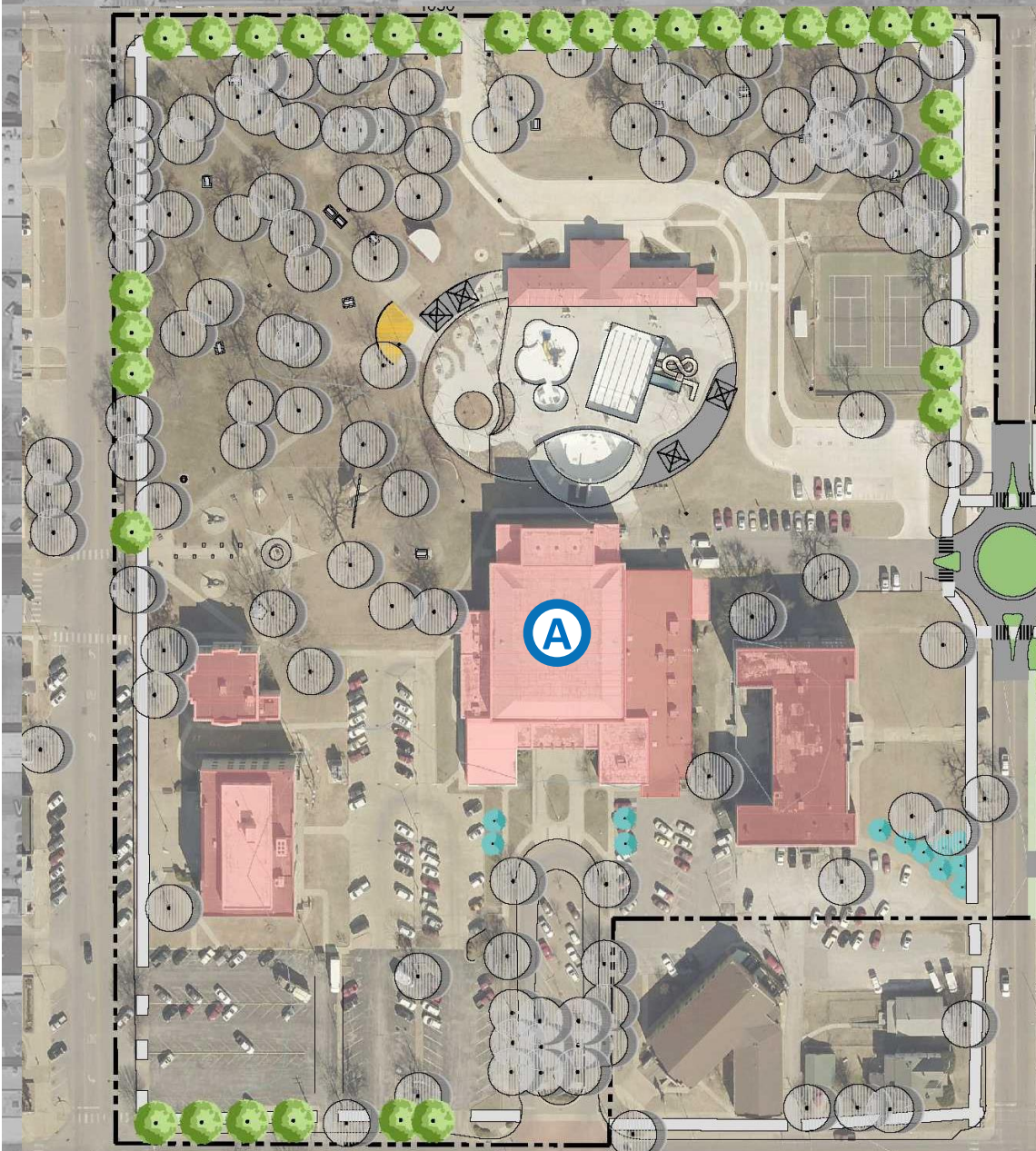
- Playground equipment is dated
- No design theme is carried through
- Congested and unorganized
- Surrounded by parking

OPPORTUNITIES:

- Expand park to become a central park
- Locate like activities together
- Create an attractive entrance to park and civic buildings



4A. EXISTING WOODLAND PARK



NARRATIVE

This is currently the central park for Shawnee, an urban park with recreation opportunities for people of all ages.

It includes civic buildings and the Veterans memorial. It appears to be an old park, with many mature trees and encompassing historical civic buildings.

By far, the most popular feature of the park is the new pool and splashpad. Also, tennis courts and ample opportunities for picnicking make this a focal point for the downtown area.

Recommended new features include perimeter sidewalks and landscaping, a new playground and additional shade structures near the pool.

4A. EXISTING WOODLAND PARK



NEW PERIMETER SIDEWALKS WITH TREES AND LANDSCAPING



NEW MULTI-GENERATION PLAYGROUND NEAR POOL

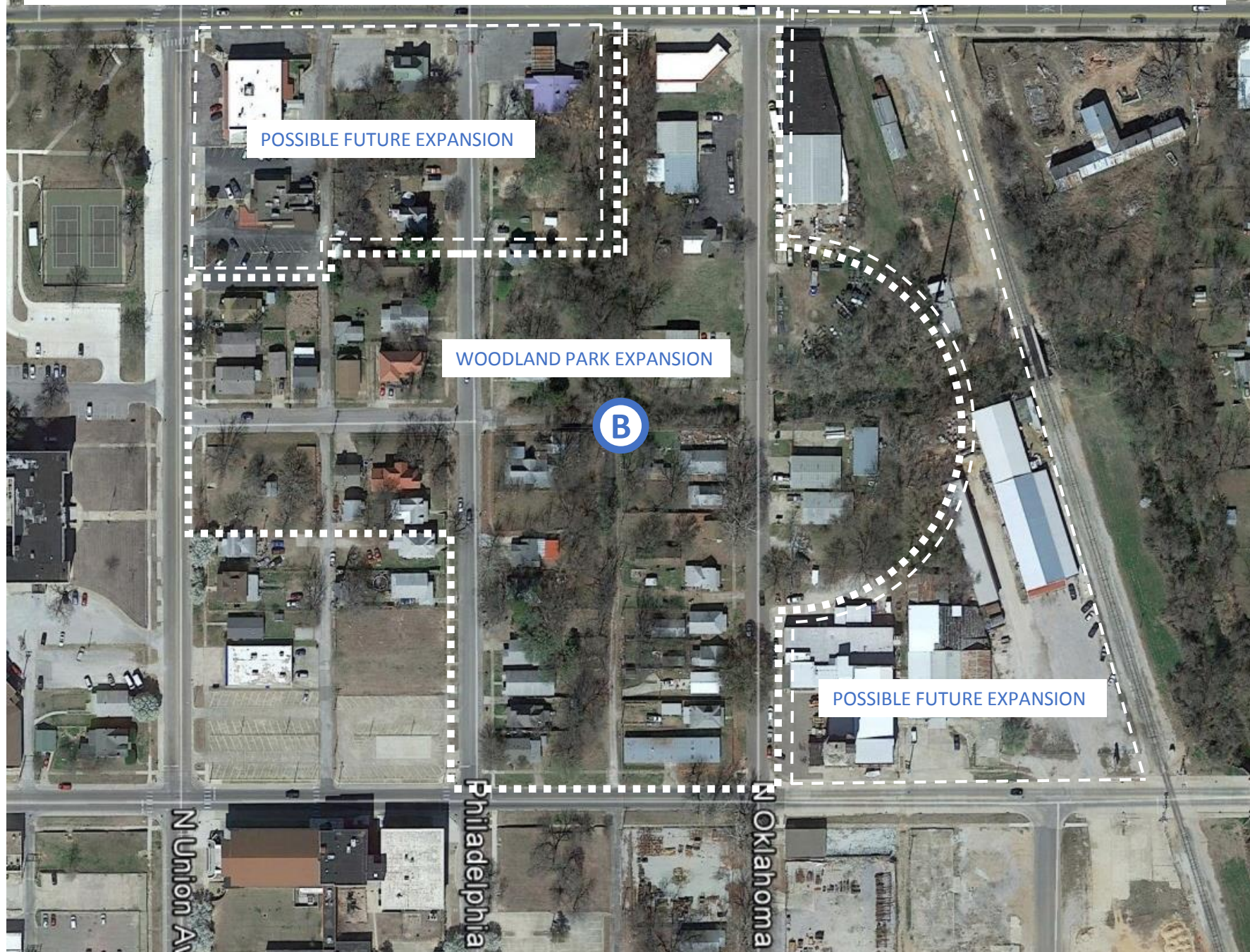


STANDARDIZE SITE FURNISHINGS



4B. WOODLAND PARK EXPANSION

13.2 ACRE



4B. WOODLAND PARK EXPANSION

NARRATIVE

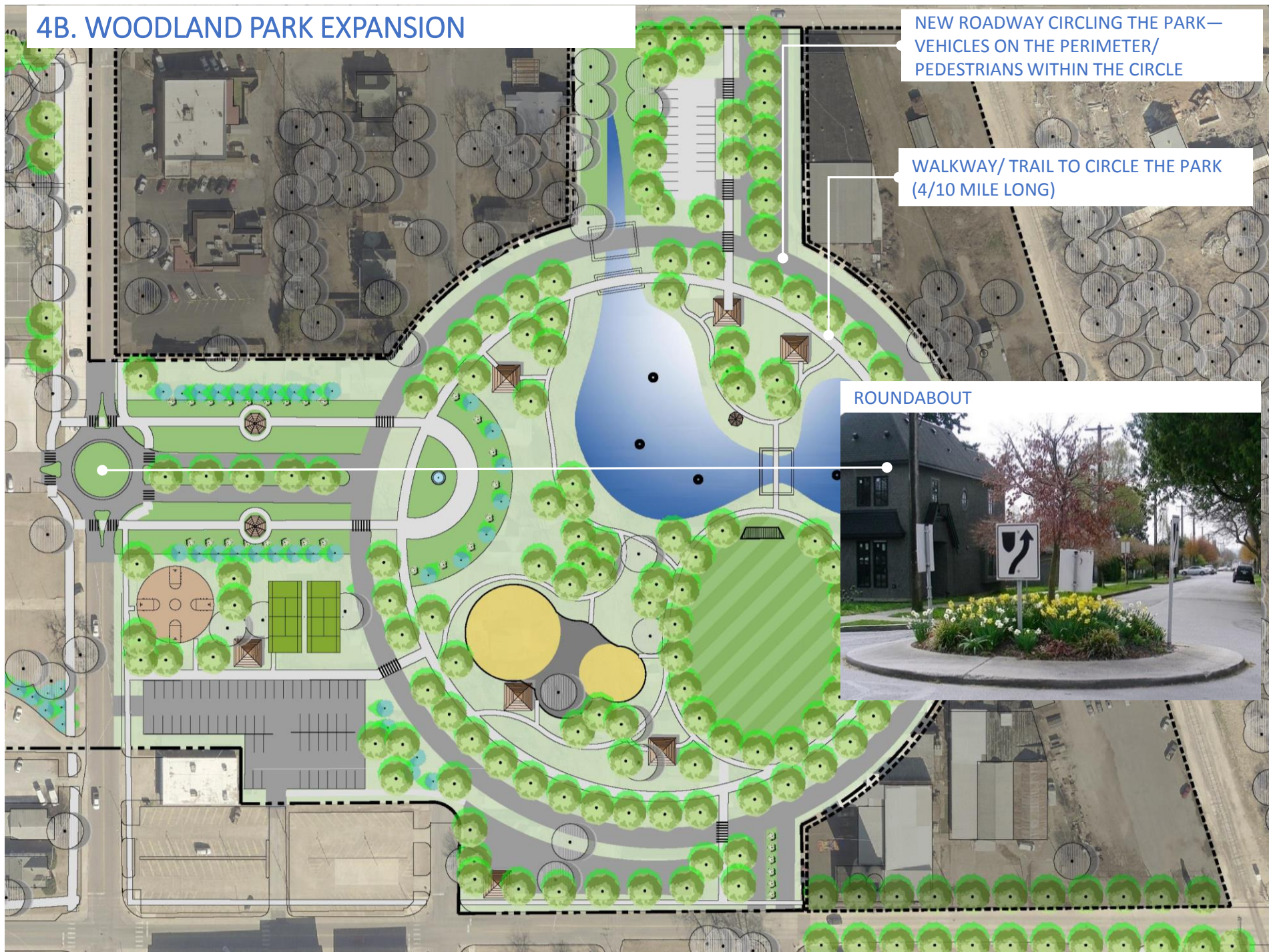
The expansion of Woodland Park will turn this area into a real 'Central Park' for Shawnee and will help to revitalize the downtown area.

This enlarged space would include a small pond with fountains, an amphitheater, playgrounds, trails, and shelters. The wide roads within the park will allow for festivals and food trucks. Additional parking will support the park, neighboring museums and civic buildings.

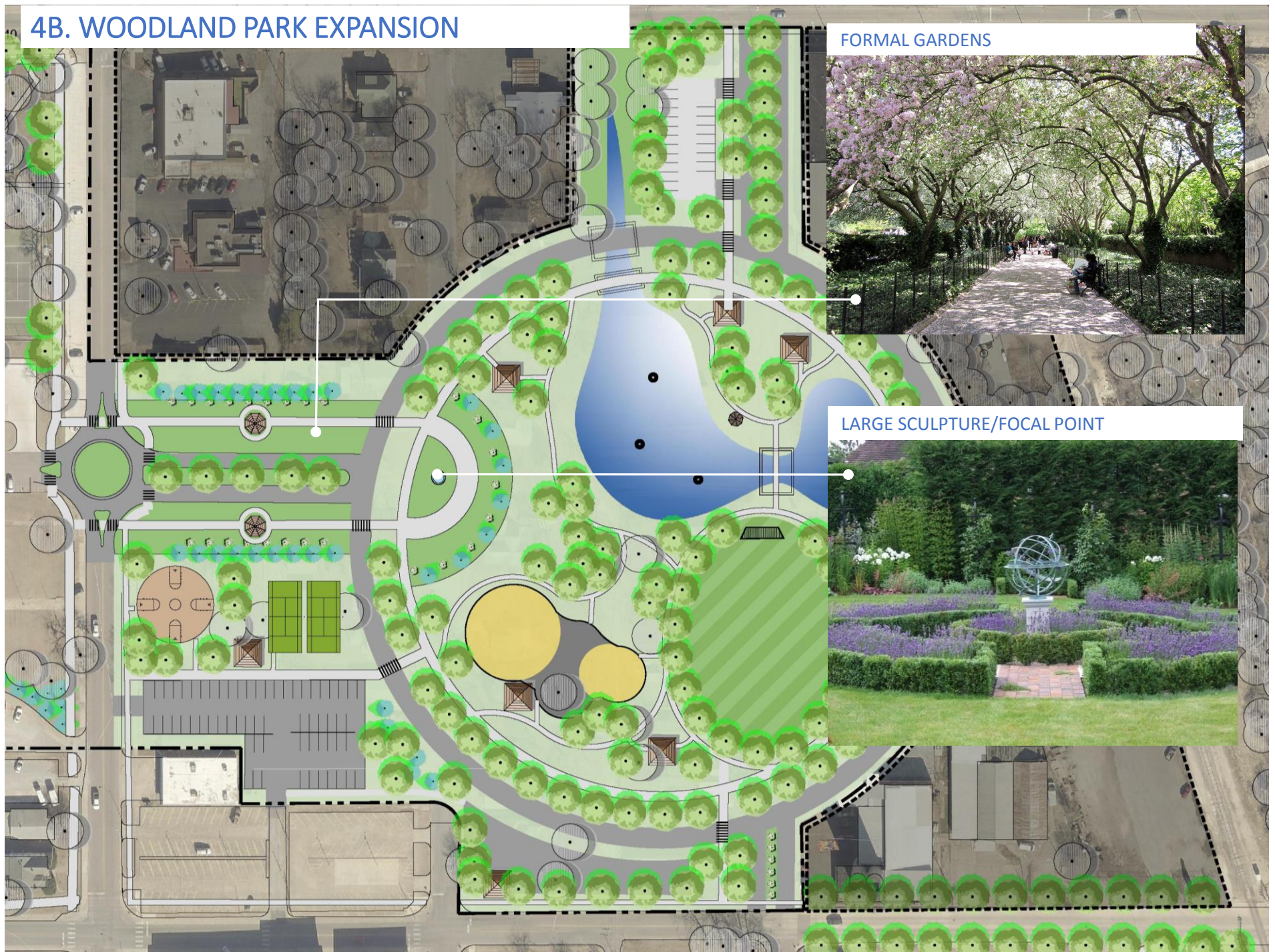
In addition, this park has the opportunity to act as a nucleus to the growing city-wide trail system.



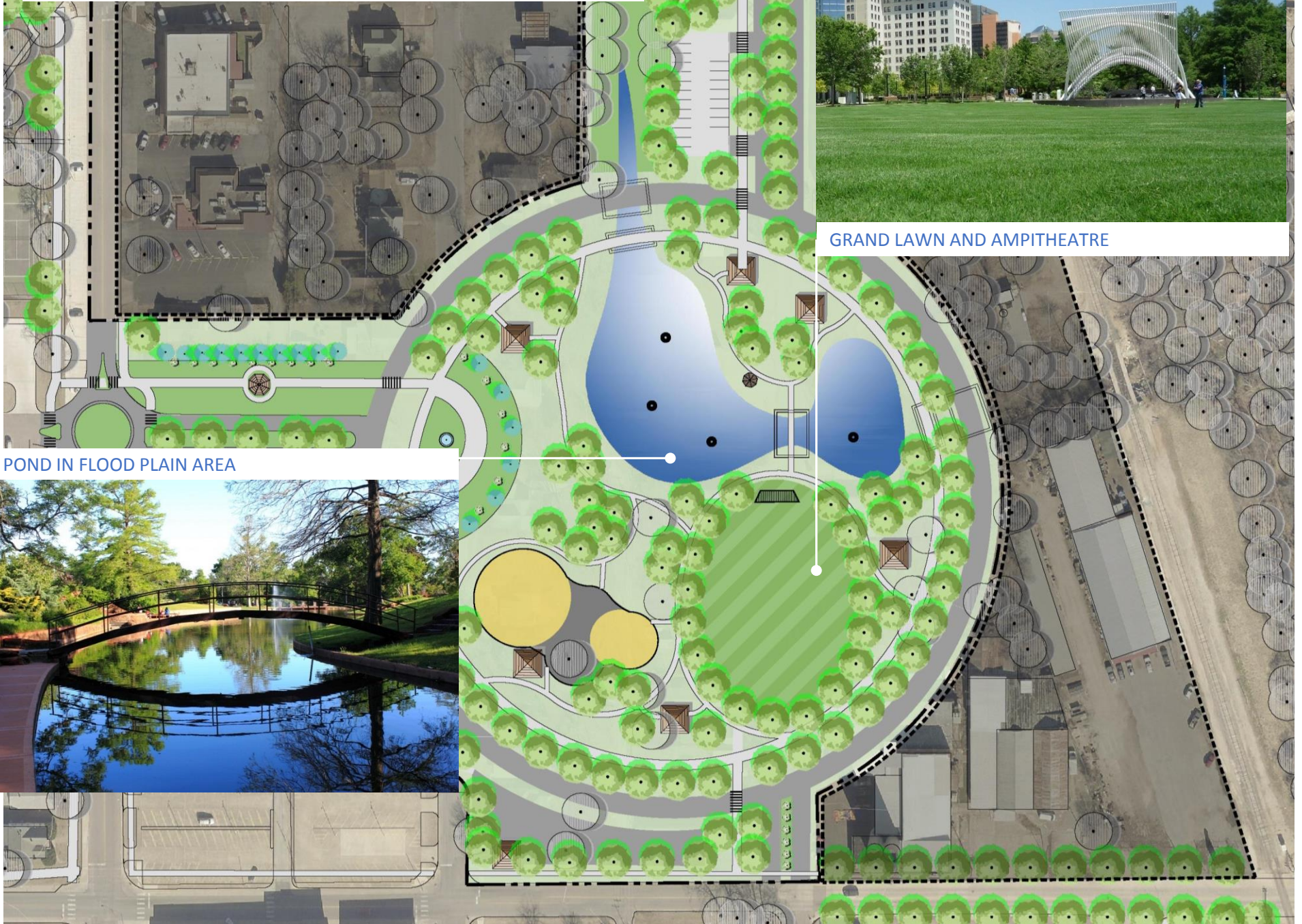
4B. WOODLAND PARK EXPANSION



4B. WOODLAND PARK EXPANSION



4B. WOODLAND PARK EXPANSION

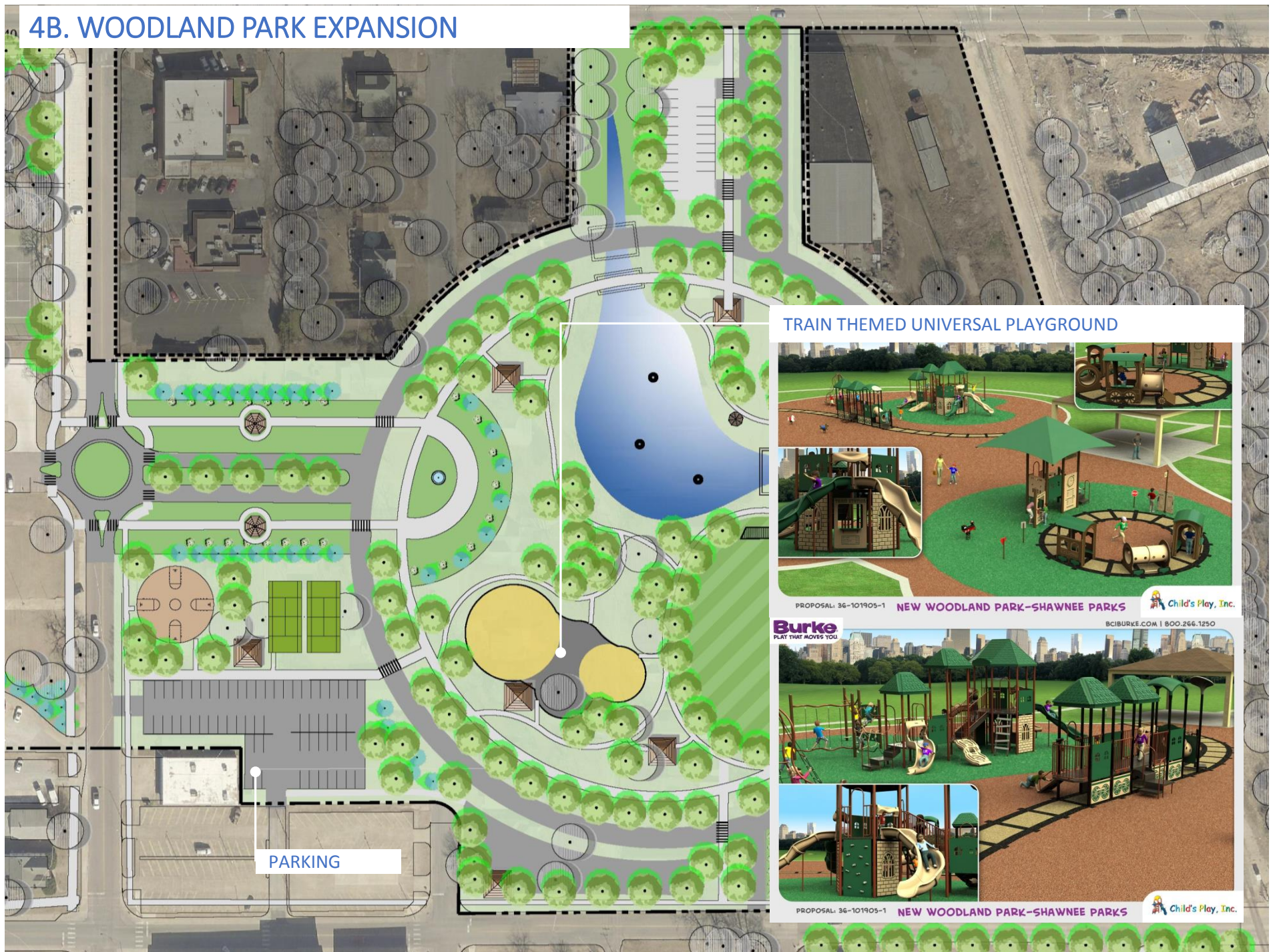


GRAND LAWN AND AMPITHEATRE



POND IN FLOOD PLAIN AREA

4B. WOODLAND PARK EXPANSION



TRAIN THEMED UNIVERSAL PLAYGROUND



PROPOSAL: 36-101905-1

NEW WOODLAND PARK-SHAWNEE PARKS

Child's Play, Inc.

BCIBURKS.COM | 800.266.1250

Burke
PLAY THAT MOVES YOU

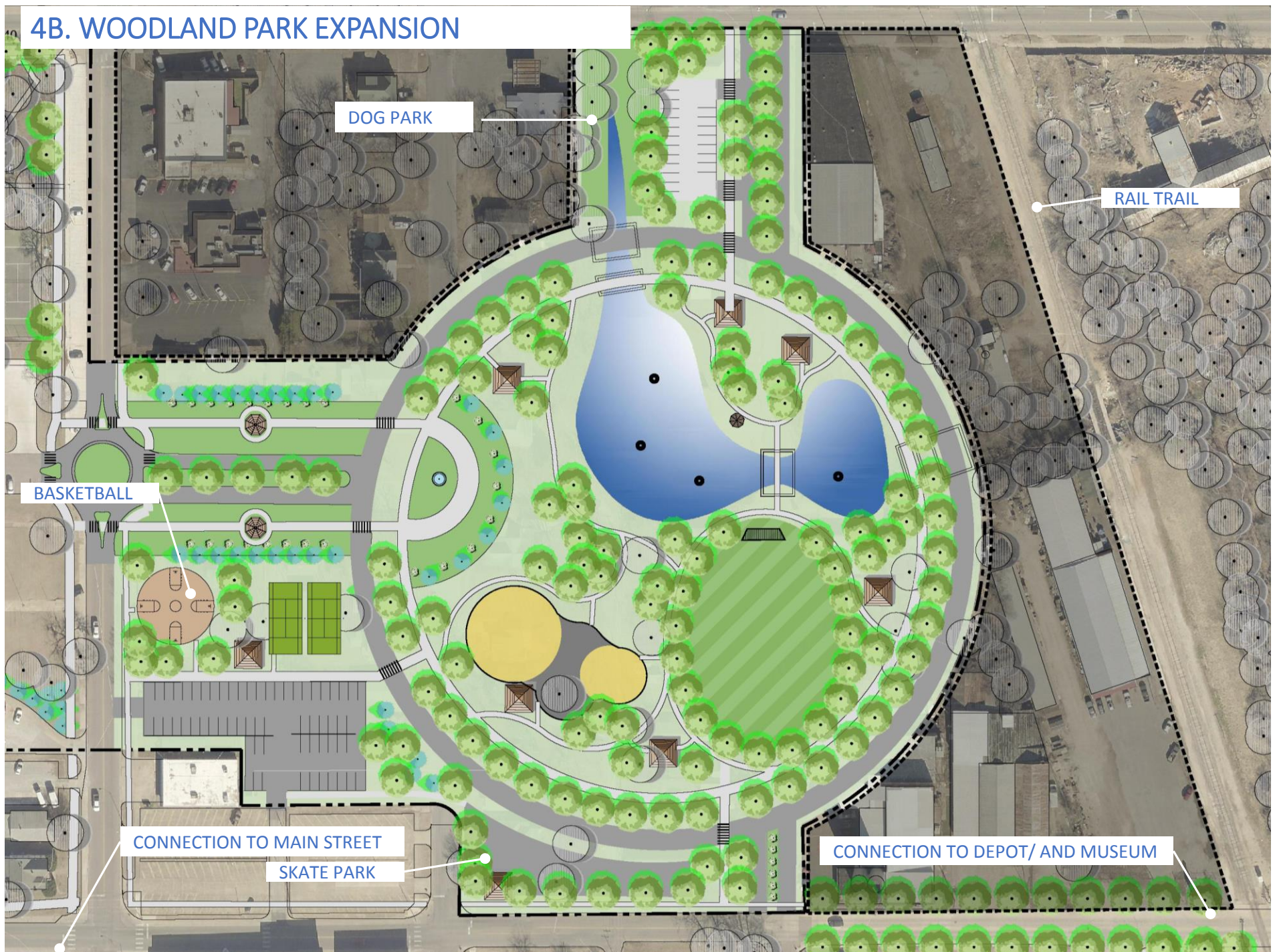


PROPOSAL: 36-101905-1

NEW WOODLAND PARK-SHAWNEE PARKS

Child's Play, Inc.

4B. WOODLAND PARK EXPANSION

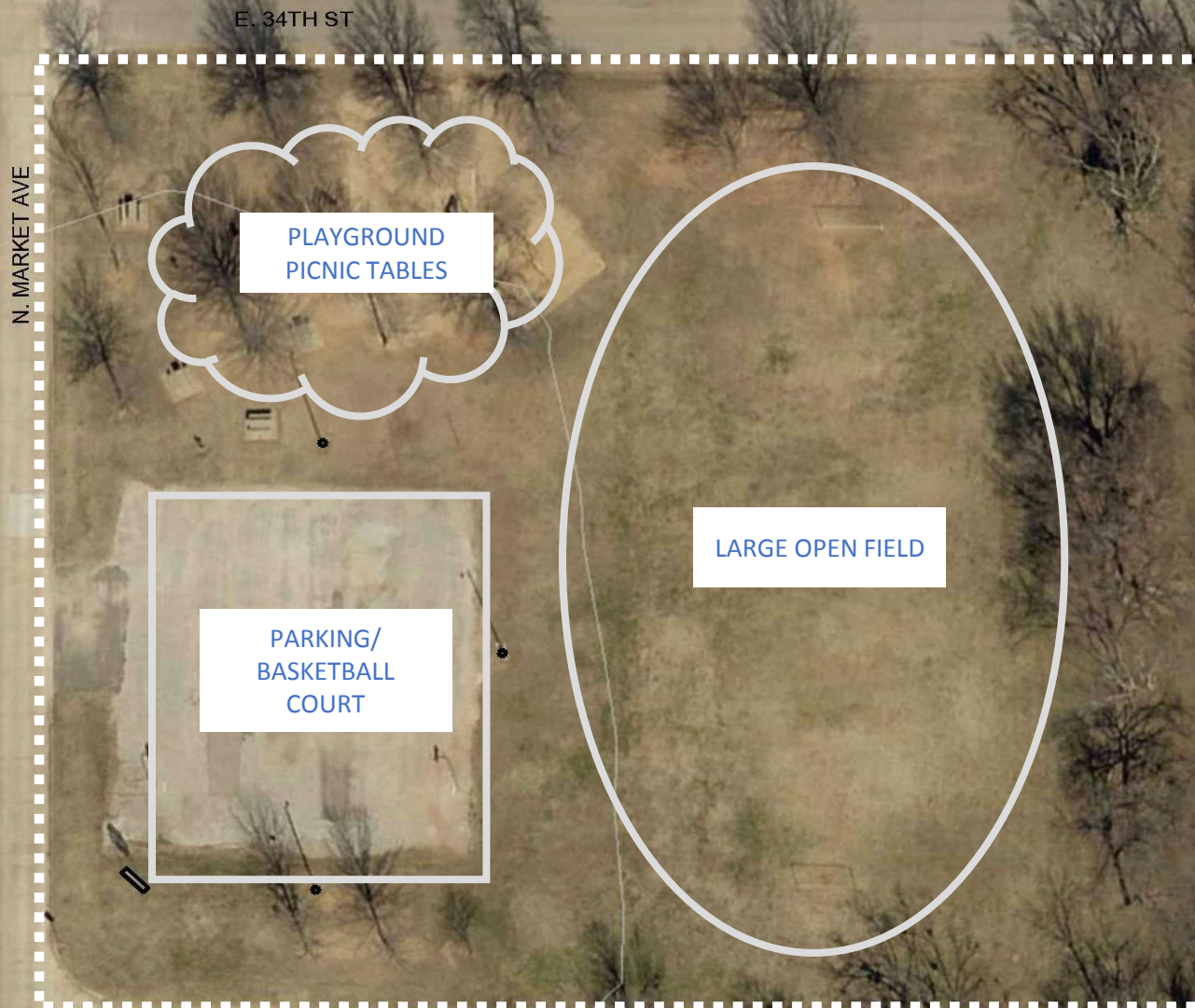


4B. WOODLAND PARK EXPANSION



5. OPTIMIST PARK

2.6 ACRES



PROS:

- Mature trees
- Basketball courts
- Picnic Tables
- Open grass field

CONS:

- Playground equipment is dated
- No sidewalks

OPPORTUNITIES:

- More parking
- Resurface Basketball Court
- New large playgroup
- New Shelters
- New Restroom

5. OPTIMIST PARK



NARRATIVE

This is a largely under utilized park with few amenities, but many opportunities. An entrance plaza would be located at the terminus of the new parking lot and would include a new restroom. This would create a sense of arrival to the park.

A new playground and splash pad would be added along with shelters to provide shade.

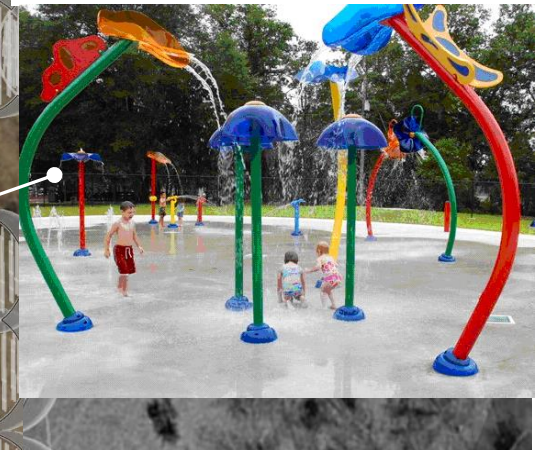
A new walking trail would meander through the existing trees and connect to proposed facilities and the surrounding neighborhood.

This park presents the opportunity to upgrade the existing crumbled asphalt into a new parking lot and basketball court.

5. OPTIMIST PARK



NEW SPLASH PAD



NEW LARGE PLAYGROUND



5. OPTIMIST PARK

N. MARKET AVE

E. 34TH ST

RESURFACE
PARKING LOT

NEW LARGE SHELTER

NEW SMALL SHELTER

RESURFACE BASKETBALL COURT



5. DEAN WEIGANT PARK

3.6 ACRES

PROS:

- Mature trees
- Restroom
- Large Playground
- Adjacent to fairgrounds
- Connects to trail system

CONS:

- Playground equipment is dated
- No sidewalks
- Stream divides park

OPPORTUNITIES:

- More parking
- Splashpad
- New large and small shelters
- Add surfacing to existing playgroup
- Add bus parking

PLAYGROUND
PICNIC TABLES

PARKING

PLAYGROUND

RESTROOM

SHELTER

SCALE 1" = 50'-0"

0' 25' 50'

5. DEAN WEIGANT PARK

NARRATIVE

This is another beautiful park with many mature trees.

Proposed features include:

- Improvement of the existing playground to provide ADA access and safety.
- A new splash pad
- Extension of the bike trail through the park
- New sidewalks to connect park features
- Several new shelters
- New parking on the west
- Bus Parking
- Two new bridges to unify the park.
- Improvement of the drainage by adding boulders and landscaping.
- A strong connection to the fairgrounds to the south



5. DEAN WEIGANT PARK

New Splash Pad



ENTRANCE PLAZAS WITH PERGOLA



5. DEAN WEIGANT PARK

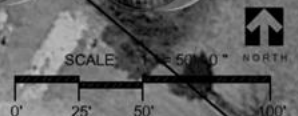
NEW PEDESTRIAN BRIDGES



NEW SMALL SHELTERS



NEW LARGE SHELTERS



5. DEAN WEIGANT PARK

17 NEW PARKING SPACES

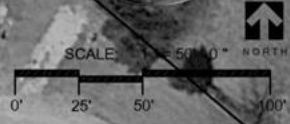
RESURFACE PARKING

EXTEND BIKE TRAIL THROUGH THE PARK

BUS PARKING

ADD EDGING AND SURFACING TO EXISTING PLAYGROUND

CONNECT TO FAIRGROUNDS



CONCLUSION

This planning document sets a course for developing excellence in parks facilities in the City of Shawnee. The community desires high quality parks and facilities, as identified in this document. The City of Shawnee can succeed at providing the best parks and recreation system in the region.

The Shawnee Parks and Recreation Department has strong leadership and is organizationally ready to implement recommendations from this document.

Recommended first steps include securing funding. The plans included within this document are not generally sufficient to bid or construct projects, but they are extremely valuable in securing funding for improvements.

FUNDING SOURCES

City funding for park improvements can be better used when used as a match for federal/state programs that will increase the city

A couple of State funded programs include the following:

The Recreational Trails Program (RTP) is an excellent way to get assistance in the funding of trails and trail amenities. It is a state-administered, federal aid program managed through the Oklahoma Tourism and Recreation Department (OTRD) and the Federal Highway Administration (FHWA). The Program is a reimbursable grant, meaning the project sponsor must pay all project costs as they are incurred. Sponsors then may request reimbursement for 80% of eligible expenses up to the amount approved for the project. For 2018, the maximum grant amount is \$240,000 (with at least a \$60,000 match) for a total project cost of \$300,000. Applications are due in January, 2018

The Land and Water Conservation Fund (LWCF) is a federal assistance program administered by the National Park Service (NPS) at the federal level. The Land and Water Conservation Fund is a reimbursable grant, meaning the project sponsor must pay all project costs as they are incurred. Sponsors then may request reimbursement for 50% of eligible expenses up to the amount approved for the project. Projects that include acquisition and development of outdoor public recreation qualify for the program. All costs must be incurred and paid by the project sponsor during the project period as identified in the approved Sponsor Agreement. Technically, there is not a funding cap, but in general, projects from \$250,000 to \$600,000 are likely to be considered. Applications are due in July, 2018

- Other private foundations will provide funding and can assist in providing matching grants for other funding sources.



PROJECT COST ESTIMATE

SHAWNEE PARK MASTER PLAN COST ESTIMATE									
ITEM	UNIT	UNIT COST	TOTAL COST BOY SCOUT	TOTAL COST KIDSPACE	TOTAL COST CELEBRATION	TOTAL COST EX.	TOTAL COST * EXPANDED	TOTAL COST OPTIMIST	TOTAL COST DEAN WEIGANT
CLEARING AND DEMOLITION:			\$ 53,580.00	\$ 22,760.00	\$ 5,850.00	\$ 31,718.00	\$ 291,080.00	\$ 5,000.00	\$ 21,826.00
SITE GRADING, EROSION CONTROL, SOD			\$ 27,300.00	\$ 25,450.00	\$ 7,180.00	\$ 16,990.00	\$ 265,200.00	\$ 18,150.00	\$ 54,738.50
POND EXCAVATION & FOUNTAINS			\$ -	\$ -	\$ -	\$ -	\$ 349,400.00	\$ -	\$ -
PARKING			\$ -	\$ -	\$ -	\$ -	\$ 198,850.00	\$ 49,230.00	\$ 83,020.00
LIGHTING & UTILITIES			\$ 129,500.00	\$ 75,000.00	\$ 31,200.00	\$ 86,000.00	\$ 509,600.00	\$ -	\$ 45,900.00
WALKS, PAVING, BRIDGES AND ROADS:			\$ 76,350.00	\$ 243,936.00	\$ 83,880.00	\$ 216,960.00	\$ 2,408,476.00	\$ 98,982.00	\$ 171,170.00
STRUCTURES: SHELTERS, RESTROOMS, BUILDINGS, PER			\$ 275,000.00	\$ 109,000.00	\$ 198,600.00	\$ 88,000.00	\$ 1,906,000.00	\$ 185,500.00	\$ 328,000.00
PLAYGROUPS, SPORTS COURTS,			\$ 226,050.00	\$ 777,448.00	\$ 108,540.00	\$ 43,040.00	\$ 583,961.00	\$ 581,835.00	\$ 462,560.00
SITE FURNISHINGS, FLAGPOLES,			\$ 63,847.00	\$ 64,529.00	\$ 40,611.00	\$ 113,568.00	\$ 188,437.00	\$ 51,247.00	\$ 58,900.00
TREES, GARDENS AND LANDSCAPING:			\$ 23,900.00	\$ 29,100.00	\$ 4,700.00	\$ 27,400.00	\$ 322,550.00	\$ 7,150.00	\$ 5,850.00
TOTAL COST			\$ 875,527.00	\$1,347,223.00	\$ 480,561.00	\$ 623,676.00	\$ 7,023,554.00	\$ 997,094.00	\$ 1,231,964.50
TOTAL WITH 10% CONTRACTOR O&P			\$ 963,079.70	\$1,481,945.30	\$ 528,617.10	\$ 686,043.60	\$ 7,725,909.40	\$ 1,096,803.40	\$ 1,355,160.95
TOTAL W/ 10% CONTINGENCY			\$ 1,059,387.67	\$1,630,139.83	\$ 581,478.81	\$ 754,647.96	\$ 8,498,500.34	\$ 1,206,483.74	\$ 1,490,677.05
DESIGN FEE @ 7%			\$ 74,157.14	\$ 114,109.79	\$ 40,703.52	\$ 52,825.36	\$ 594,895.02	\$ 84,453.86	\$ 104,347.39
TOTAL PROJECT			\$ 1,133,544.81	\$1,744,249.62	\$ 622,182.33	\$ 807,473.32	\$ 9,093,395.36	\$ 1,290,937.60	\$ 1,595,024.44
			BOY SCOUT	KIDSPACE	CELEBRATION	WOODLAND	EXP. WOODLAND*	OPTIMIST	WEIGANT
* EXPANDED WOODLAND ESTIMATE DOES NOT INCLUDE PURCHASE OR DEMOLITION OF EXISTING STRUCTURES									
PLAYGROUND SURFACING COST ANALYSIS									
ITEM	UNIT	UNIT COST	TOTAL COST BOY SCOUT	TOTAL COST KIDSPACE	TOTAL COST CELEBRATION	TOTAL COST WOODLAND	TOTAL COST WOODLAND	TOTAL COST OPTIMIST	TOTAL COST DEAN WEIGANT
SURFACING--ENGINEERED WOOD FIBER	SF	\$ 2.50	\$ 16,250.00	\$ 35,232.50	\$ 3,575.00	\$ 5,600.00	\$ 42,667.50	\$ 16,175.00	\$ 10,000.00
POURED IN PLACE SURFACING, INCLUDING CONCRETE BASE	SF	\$ 22.00	\$ 143,000.00	\$ 310,046.00	\$ 31,460.00	\$ 49,280.00	\$ 375,474.00	\$ 142,340.00	\$ 88,000.00

NOTE: ESTIMATE DOES NOT INCLUDE PROPERTY ACQUISITION OR CLEARING/DEMOLITION



RESOLUTION NO. ____

A RESOLUTION APPROVING AND ADOPTING THE DESIGN PHASE OF THE PARKS MASTER PLAN.

WHEREAS, the City of Shawnee envisioned the need for an effective Master Planning effort to guide future development and implementation of park improvements; and

WHEREAS, the City selected CLS & Associates LLC to prepare plans that provide recommendations for selected parks; and

WHEREAS, the City of Shawnee presented preliminary plans to the Citizens of Shawnee in public meetings on May 18, 2017 and November 2, 2017; and

WHEREAS, the said public meetings resulted in the creation of a holistic Design Phase of the Parks Master Plan; and

WHEREAS, the Shawnee City Commission finds that the approval of the Design Phase of the Parks Master Plan is vital to planning for the future of the community; and

WHEREAS, the City Commission deems the Design Phase of the Parks Master Plan to be comprehensive, appropriate, aspirational and strategically sound.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

THAT the City of Shawnee shall be guided by the Design Phase of the Parks Master Plan and the final draft plan is hereby adopted and approved this 18th day of December, 2017.

City of Shawnee, Oklahoma
A Municipal Corporation

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

7.

Meeting Date: 12/18/2017

Surplus Vehicle to Expo

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to surplus certain City of Shawnee vehicles and donate to the Heart of Oklahoma Exposition Center.

Attachments

Surplus Memos

Surplus Resolution



Office of the Director of Operations

Date: December 12, 2017
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Request to surplus 3 vehicles and donate to EXPO

Staff is requesting for the following three vehicles to be surplused and donated to the Heart of Oklahoma Exposition Center.

1. 2001 Chevrolet One Ton
2. 2000 GMC ¾ Ton
3. 1997 Ford ½ Ton

Recently the Parks and Cemetery Departments got authorization to purchase 5 ½ ton pickups and a One Truck. Three of the vehicles to be replaced with the new vehicles were auctioned off on November 25th in a public auction. The Expo Center has requested the three remaining vehicles to replace some of their aging fleet.

It is staff's recommendation that the vehicles be surplused and donated to the Heart of Oklahoma Exposition Center.

There is no cost to the City for the surplus and donation.



OF OKLAHOMA
EXPOSITION CENTER
Shawnee, Oklahoma

1700 W. Independence
P.O. Box 1466
Shawnee, Oklahoma 74802
(405) 275-7020 | ShawneeExpo.org

The heart of Oklahoma Exposition Center is requesting that the 2001 Chevrolet One-ton truck #1718, 2000 GMC ¾ Ton truck #1610 and 1997 Ford ½ ton truck #2110 to be transferred over to the Expo for replacing three of our trucks that has been well used over the last several years and that are no longer safe to drive.

Thank you

Chris Dunlap

Heart of Oklahoma Expo Center

Assistant Manager

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE DONATION OF SAID ITEMS TO THE HEART OF OKLAHOMA EXPOSITION CENTER.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

That the items of personal property are described as:

2001 Chevrolet One-Ton Pickup Truck
COS Asset No. 1718
VIN 1GBJC34U31F213151

2000 GMC Three-Quarter-Ton Pickup Truck
COS Asset No. 1610
VIN 1GTGC24R1YR208423

1997 Ford Half-Ton Pickup Truck
COS Asset No. 2110
VIN 1FTDF1723VKD59299

Said property is hereby declared City owned items which are surplus and no longer needed for City purposes; that the City of Shawnee is authorized to donate the items to the Heart of Oklahoma Exposition Center.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

8.

Meeting Date: 12/18/2017

Sales Tax

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received December 2017.

Attachments

Sales Tax



Date: December 13, 2017
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director *CSA*
Subject: November sales tax and use tax collections

Sales Tax Collections:

December deposit for November sales tax was \$1,436,804 which will be divided among the following funds:

General	\$	957,870
Capital Improvements	\$	185,587
Street Fund	\$	209,534
Economic Development	\$	23,947
Police Sales Tax Fund	\$	29,933
Fire Sales Tax Fund	\$	29,933

Compared to Dec 2016 we were up \$31,439 or 2.24% For the year we are up 1.63% which is slightly below what we budgeted for.

We need to remember to Shop Shawnee as much as possible to keep the sales tax steady.

Use tax deposit in December was \$133,935.05 down \$22,513.72 or 14.39 % from last year.

Compared to last year use tax is up \$121,082 or 17.47 % for the year.

	January 2015	January 2016	January 2017	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	December 2015	December 2016	December 2017	Amount	Percentage
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%
August	1,588,410	1,530,246	1,559,594	29,348	1.92%
Sept	1,494,203	1,490,836	1,493,327	2,491	0.17%
Oct	1,545,245	1,496,732	1,571,844	75,112	5.02%
Nov	1,426,192	1,468,286	1,412,195	(56,091)	(3.82%)
December	1,506,784	1,405,365	1,436,804	31,439	2.23%
Total	17,706,633	17,818,522	18,218,031	399,509	2.24%
.					
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		8,866,985	9,011,624	144,639	1.63%

Top sales tax codes: Deposit November 2017		October 2017	October 2016
Retail Trades	44-45	\$873,550	\$887,567
Accommodation and Food Service	72	\$261,125	\$257,445
Wholesale Trades	42	\$89,340	\$84,253
Utilities	22	\$84,765	\$82,347
Information	51	\$46,051	\$50,789
Manufacturing	31-33	\$9,628	\$34,936
Real Estate Rental & Leasing	53	\$20,489	\$19,319
Other Services	81	\$12,507	\$10,634
8Unclassified	UNC	\$2,371	\$28,912
Arts & Entertainment	71	\$4,876	\$6,991
Professional	54	\$1,725	\$3,222

TOP REVENUE THRU 11/30		2017-2018	2016-2017	2015-2016	% to 2016	% to 2015
General Fund:	001					
Sales Tax	4001	\$ 5,041,596	\$ 4,971,380	\$ 4,993,726	1.41%	0.96%
Use Tax	4002	\$ 680,221	\$ 536,626	\$ 587,974	26.76%	15.69%
Alcoholic Beverage Tax	4003	\$ 51,393	\$ 52,760	\$ 47,942	-2.59%	7.20%
Cigarette Tax	4006	\$ 97,313	\$ 90,170	\$ 91,841	7.92%	5.96%
Court Fines	4301	\$ 140,683	\$ 180,296	\$ 175,477	-21.97%	-19.83%
Court Cost	4302	\$ 33,664	\$ 48,751	\$ 47,555	-30.95%	-29.21%
		\$ 6,044,869	\$ 5,879,983	\$ 5,944,516	2.80%	1.69%
Franchise Taxes:	001					
Cable - Vyve	4016	\$ 22,996	\$ 15,143	\$ 22,131	51.86%	3.91%
Electric-CVEC	4018	\$ 54,591	\$ 42,832	\$ 43,204	27.45%	26.36%
Electric-OG&E	4014	\$ 581,889	\$ 461,649	\$ 479,774	26.05%	21.28%
Gas-ONG	4013	\$ 92,293	\$ 68,484	\$ 62,802	34.77%	46.96%
Top Ten Revenue		\$ 6,796,638	\$ 6,468,090	\$ 6,552,426	5.08%	3.73%
Total Other Revenue		\$ 1,954,586	\$ 2,146,615	\$ 2,074,977		
Total Revenue		\$ 8,751,225	\$ 8,614,705	\$ 8,627,403	1.58%	1.44%

Regular Board of Commissioners

9.

Meeting Date: 12/18/2017

CM Report

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Report

City Manager Report

November 2017



Highlights

Downtown Plan Adopted

The Shawnee City Commission approved a new Tax Increment Financial District Project Plan for the downtown area on December 4. The Project Plan specifies revitalization efforts planned for downtown over the next 25 years. The City Commission held public hearings on the Plan on November 20 and December 4. For more information, please see: <http://www.shawneeok.org/revitalizationproject/>

City/Avedis Partnership Continues

The City's partnership with the Avedis Foundation to build and improve sidewalks and trails in the City has entered its second year. Sidewalks will be constructed or replaced along Broadway Street from Highland to MacArthur. In addition, sidewalks will be installed along Kickapoo Street from MacArthur to 45h Street (west side) and from 45th Street to Interstate Parkway (east side). The five-year partnership seeks construct 12-14 miles of new sidewalks and trails in the community.

Police Department Secures Major Grant

The Shawnee Police Department received a competitive "COPS Grant" in the amount of \$250,000 that will positively impact their ability to implement community policing techniques. For more information, see: <http://www.news-star.com/news/20171121/spd-gets-250000-cops-grant>

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. October sales tax collected was \$1,412,195 compared to November 2016 we are down \$56,091 or 3.82 percent. For the year, we are up 1.52 percent which is slightly below what we budgeted for.

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

Meetings and Noteworthy Items

City Commission – December 18, January 16

(Note: there is no City Commission meeting on January 2 – all regular Commission meetings now start at 6:00 PM in 2018)

Planning Commission – January 3

Beautification – December 21

Other Important Dates:

Parks and Recreation Christmas Camp – December 18 – 21 and December 27 – 29 for more info call 275-3986

3rd Friday Block Party – December 15

City Hall Closed for the Holiday - December 25, 26 and January 1

Other Events:

www.visitshawnee.com/Calendar

<http://www.shawneeexpo.org/calendar.html>

Board Openings:

Beautification Committee

Traffic Commission

Note: Applications can be obtained:

www.shawneeok.org/gov/Boards/

City Manager Report

November 2017



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 began surveying the week of August 21. Engineering is 35% complete. Staff toured the MWC plant on Friday, October 27, 2017. Staff toured 3 Wastewater Plants in Austin, TX in November to get a look at what the new proposed Southside Wastewater Plant could resemble.

Annual Pipe Bursting. Notice to Bidders will run in paper on September 25 and October 5th. Pre Bid meeting will be held on October 12, 2016. Bids were opened on October 17th, 2016. Project was awarded on November 7th, 2016 to IPR South Central. Contracts and Bonds have been signed by City Manager and Contractor. Pre-work meeting scheduled for February 7th, 2017. Notice to Proceed was signed on 2/8/17. Lot Maintenance has been performing television work for IPR throughout Shawnee. IPR began work on February 28, 2017. Commissioners approved the request on May 1st to extend pipe burst quantities. Contractors began work on June 20th on the extended quantities. Contractors have completed the extended quantities. SMA is currently creating a punch list to give to Contractors to complete. Contractors are completing post video for review. Contractors corrected the manhole issues that were on the Punch List. SMA is currently reviewing post inspection videos. Project is 100 percent complete.

New Sewer Camera. SMA received a grant through OMAG for \$5,000 to use on New Sewer Camera Equipment.

Operations Department (Parks, Cemetery, Fleet Management)

Parks Master Plan Design Phase. After consideration of public and staff comments, CLS and Associates is making a presentation for City Commission for approval at the December 18 Commission Meeting.

Engineering and Streets

Rehab Concrete Streets Project. This project has completed panels in the Harbor Estates subdivision. This will complete the project using the budgeted money from last year. After the holidays, we will be choosing to extend the contract for one additional year to use the current budgeted funds.

Kickapoo Street from Farrall to Spur. Preliminary Right-of-Way and Utility Plans were submitted for review. A meeting is scheduled with POE and Associates to go over changes and revisions needed before meeting with ODOT. Anticipate being able to begin right-of-way acquisition mid-2018.

Avedis/City Sidewalk Project. The second phase of this project has begun starting on the east side of Broadway just north of Highland. They have completed approximately 2 blocks to date and will continue along the east side until they reach Federal Street.

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>

City Manager Report

November 2017



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. The project is expected to be ready to bid in Spring 2018.

Comprehensive Plan Update. The City is starting the process of updating its Comprehensive Plan – a long range planning document that encompasses all aspects of the community and helps to ensure positive long-term growth and development. The City is currently reviewing proposals from professional consultants that seek to assist the City with the process. It is expected that the new Comprehensive Plan will be adopted in March 2019. The process will involve extensive public outreach and work by various boards and committees. More information will be forthcoming.

Fire Department

Station 2 Rehab/Renovation. Work continues on this project. The contractors have started framing the exterior walls. The roof insulation has been delivered but delivery of the roof material has been delayed several weeks. A progress meeting was held on December 7 and the contractor is preparing a revised completion schedule.

Hydrant Flowing (ISO requirement). Work continues on this project.

Hydrant Painting (ISO requirement). Work continues on this project.

Blue Card Incident Command Certification. Nine (9) Fire Department Captains are now enrolled in the Blue Card program. They have been given until March 31, 2018 to complete the 50hr online portion of the class. Currently, the Fire Department is working towards development of a Blue Card Command Training Center at Fire Station 3.

Annual Awards. During the annual Christmas party, 3 firefighters will be receiving awards based on nomination by their peers. Denis Taron is the recipient of the 2017 Firefighter of the Year Award, Chaplain/ Lieutenant Jim Ogle is the recipient of the 2017 Chief James D. Roberts Award for Progress, and Captain Mike VanAntwerp is the recipient of the 2017 Honorary Fire Chief Fritz Anderson Award for Dedication.

Police Department

Administration. Currently, SPD is in the 2nd phase of obtaining the International Association of Chiefs of Police grant for Integrity, Action and Justice: Strengthening Law Enforcement Response to Domestic and Sexual Violence. This grant will award up to \$225,000 per year for 2-3 years and allow Shawnee to set national standards and policy for dealing with domestic and sexual violence. Also, we are in the process of hiring another records clerk to fill Janice Carr's position, who will retire in January.

City Manager Report

November 2017



Patrol. We were awarded Community Oriented Policing grant for \$250,000. This grant will be used to pay the salary and benefits of two new officers for three years. This will allow us to place two officers in the higher crime areas to build relationships with the citizens and work together to lower the criminal activity. Oklahoma Attorney General Grant is coming to a close the end of December, officers are currently focusing on businesses in town for the holiday shoppers. SPD has ordered an electric motorcycle for traffic enforcement, it should be delivered within two weeks. Two officers have completed the certified motorcycle school in Edmond, which was organized by the Dallas PD.

Animal Control. We are gradually making some improvements to the appearance at the Animal Shelter. The outside has received some new paint and there is a covered area allowing citizens to interact with the animals they wish to adopt.

Dispatch. Three dispatchers moving along in progression of their training.

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

Maintenance projects. Gutter installation for various hangars and t-hangars is complete. Installation of electric heaters in the maintenance hangar is underway. Drainage issues are being repaired, along with removal of waste water tanks, replacing floor drain pumps in various areas.



The Safe Events for Families Third Friday Block Party was a hit for all who attended! Attendees enjoyed the Christmas tree lighting in Celebration of Life Park along with vendors of all sorts including several food trucks. Choirs from several Shawnee Elementary schools and the Shawnee High School Honor Choir performed Christmas Carols.

(Photo provided by Cynthia Reese)

 *Happy Holidays* 

City Manager Report

November 2017



Crews from the Shawnee Fire Marshal's Office and SFD Red Shift partnered with volunteers from our local Red Cross chapter to go door-to-door offering free smoke detectors and installation in the area and 92 smoke detectors were installed. In addition, door hangars were left on homes where no one was home giving instructions on how to request a free smoke detector.

