City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

City Council

Tuesday, September 25, 2012

6:30 PM

Municipal Building Council Chambers

City Council

Mayor Cindy Rosenthal
Council Member Roger Gallagher
Council Member Tom Kovach
Council Member Robert Castleberry
Council Member Greg Jungman
Council Member Dave Spaulding
Council Member Jim Griffith
Council Member Linda Lockett
Council Member Chad Williams

1 Roll Call

2 Pledge of Allegiance

3 GID-1213-28 APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 4, 2012
CITY COUNCIL SPECIAL SESSION MINUTES OF SEPTEMBER 4, 2012
CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS MINUTES OF SEPTEMBER 6, 2012
CITY COUNCIL MINUTES OF SEPTEMBER 11, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 11, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 11, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 11, 2012

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

Attachments: September 4 Conference Minutes
September 4 Special Session Minutes
September 6 BACA Minutes
September 11 CC Minutes

4 R-1213-54

RESOLUTION NO. R-1213-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, HONORING THE 2012 RECIPIENT OF THE CITIZENS HONOR ROLL OF SERVICE.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-54.

ACTION TAKEN: _____

Attachments: Citizens Honor Roll of Service

5 P-1213-4 PROCLAMATION NO. P-1213-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 7, 2012, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1213-4 proclaiming Sunday, October 7, 2012, as CROP Hunger Walk Day in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: CROP Walk Hunger Day

6 P-1213-5 PROCLAMATION NO. P-1213-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2012, AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1213-5 proclaiming the month of October, 2012, as Domestic Violence Awareness Month n the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Domestic Violence Awareness Month

7 Consent Docket

Consent Docket

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 8 through Item 28 be placed on the consent docket.

ACTION NEEDED: Motion to place Item through Item on the Consent Docket by unanimous vote.

ACTION TAKEN:

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.

ACTION TAKEN:

8 AP-1213-13 CONSIDERATION THE MAYOR'S APPOINTMENTS OF LOY MACARI TO THE HISTORIC DISTRICT COMMISSION AND HAL EZZELL TO THE DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Attachments: Text File Appointments

9 RPT-1213-12 SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 31, 2012, AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Finance Directors Report August 31 2012

10 RPT-1213-13 SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF AUGUST, 2012, AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

11 RPT-1213-14 SUBMISSION AND ACKNOWLEDGMENT OF RECEIPT OF THE WASTEWATER OVERSIGHT COMMITTEE ANNUAL REPORT AS OF JUNE 30, 2012.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Attachments: Text File Wastewater Oversight Report
Wastewater Oversight Committee Annual Report
July 17 Wastewater Oversight Committee Minutes

12 BID-1213-17 CONSIDERATION AND AWARDING OF BID NO. 1213-17 FOR THE PURCHASE OF BUILDINGS AND CONTENTS INSURANCE AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $109,350 to Affiliated FM as the lowest and best bidder meeting specifications and appropriate $5,350 from the Risk Management Fund Balance (043-0000-253.20-00) to Self Insurance/Liability & Property (043-3004-415.44-03).

ACTION TAKEN: _____

Attachments: Text File Bid 1213-17
Listing of Vendors.PDF
Buildings and Contents Proposal

13 BID-1213-29 CONSIDERATION AND AWARDING OF BID NO. 1213-29 FOR THE PURCHASE OF COPPER METER YOKES FOR WATER METERS, HDPE METER BOXES WITH CAST IRON LIDS, AND WATER LINE REPAIR CLAMPS FOR THE LINE MAINTENANCE DIVISION.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Copper Meter Yokes, HDPE Water Meter Boxes with Cast Iron Lids, and Section 2; and, if accepted, award the bid to American Waterworks Supply as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Section 1; and, if accepted, award the bid in the amount of $23.75 each to Ferguson Water Works as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Sections 3-10, 12, 14-25, 27, and 29-42; and, if accepted, award the bid to OKC Winwater Works as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Sections 11, 13, 26, and 28; and, if accepted, award the bid to HD Supply Waterworks as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Attachments: Text File Water Meters
Bid Tabulation Water Meters

14 GID-1213-24 CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF $1,219.08 FROM COMANCHE COUNTY ELIGIBLE UNDER THE FIRE MUTUAL AID ASSISTANCE GRANT (FMAG) PROGRAM FOR MUTUAL AID ASSISTANCE BY THE NORMAN FIRE DEPARTMENT TO A WILD FIRE IN CACHE, OKLAHOMA.

ACTION NEEDED: Motion to accept or reject reimbursement of funds in the amount of $1,219.08 from Comanche County eligible under the FMAG Program for Mutual Aid Assistance by the Norman Fire Department to a wild fire in Cache, Oklahoma; and, if accepted, increase Other Agency Reimbursements (010-0000-366.12-39) by $1,219.08.

ACTION TAKEN: _____

Attachments: Text File Comanche County
Letter Comanche County

15 GID-1213-23 CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF $33,025.85 FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR WINTER ICE STORM RELATED DAMAGE DURING JANUARY 2010, AND BUDGET APPROPRIATION.

ACTION NEEDED: Acting as the City Council, motion to accept or reject reimbursement of funds in the amount of $33,025.85 from FEMA for winter ice storm related damage during January 2010; and, if accepted, increase Other Agency Reimbursements (010-0000-366.12-39) by $33,025.85..

ACTION TAKEN: _____

Attachments: Text File FEMA
FEMA Backup

16 K-1213-82 CONSIDERATION OF ACCEPTANCE OF A GRANT IN THE AMOUNT OF $67,000 FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE TO BE USED TO HOST A STATEWIDE TRAINING CLASS FOR NORMAN POLICE OFFICERS TO BECOME DRUG RECOGNITION EXPERTS (DRE) AND ASSIST THE DRE SECTION OF THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE TO HOST THE INTERNATIONAL DRUG, ALCOHOL AND IMPAIRED DRIVING CONFERENCE IN OKLAHOMA, APPROVAL OF CONTRACT NO. K-1213-82, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $67,000 from the Oklahoma Highway Safety Office; and, if accepted, approve Contract No. K-1213-82; authorize the execution thereof; increase Other Revenue, DRE Training (022-0000-331.13-30) by $67,000; and appropriate $67,000 from Special Revenue Fund Balance (022-0000-253.20-00) designating $29,000 to Professional Services/Workshops and Seminars (022-6037-421.46-04); $8,000 to Employee Training (022-6037-421.30-13); and $30,000 to Professional Services/Training and Development (022-6037-421.40-17).

ACTION TAKEN: _____

Attachments: Text File Grant
Letter from OK Highway Safety Office
K-1213-82

17 **K-1112-101 Amd #1**

AMENDMENT NO. ONE TO CONTRACT NO. K-1112-101: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CHEMICAL RECLAMATION SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY $16,470.70 AND CHANGING THE DATE OF THE HOUSEHOLD HAZARDOUS EVENT TO NOVEMBER 3, 2012, AT THE LLOYD NOBLE CENTER PARKING LOT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. One to Contract No. K-1112-101 with Chemical Reclamation Services, LLC increasing the contract amount by $16,470.70 and changing the date of the Household Hazardous Event to November 3, 2012; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments:
Text File Amendment K-1112-101
Amendment No. 1 K-1112-101
Contract K-1112-101
Performance Bond B-1112-26
Requisition

18 **K-1213-74**

CONTRACT NO. K-1213-74: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-114B(302)AG, JOB NO. 29010(04) FOR THE JENKINS AVENUE ROADWAY LIGHTING UPGRADE PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-48.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-74 with ODOT; and, if approved, adopt Resolution No. R-1213-48 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments:
Text File K-1213-74
Attachment No. 1 - Cost Shares.pdf
Contract K-1213-74.pdf
Location Map - Jenkins Lighting.pdf

19 K-1213-75

CONTRACT NO. K-1213-75: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214F(008)AG, JOB NO. 28248(04) FOR THE CITYWIDE PAVEMENT MARKING PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-49.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-75 with ODOT; and, if approved, adopt Resolution No. R-1213-49 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments: Text File K-1213-75
Contract K-1213-75
Pavement Markings Location Map

20 K-1213-77

CONTRACT NO. K-1213-77: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA TAX COMMISSION TO ENGAGE IN SALES AND USE TAX COMPLIANCE ACTIVITIES.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-77 with the Oklahoma Tax Commission and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File OTC
OTC audit agreement

21 K-1213-78

CONTRACT NO. K-1213-78: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND PRA GOVERNMENT SERVICES, L.L.C., D/B/A REVENUE DISCOVER SYSTEMS (RDS) IN ORDER TO PERFORM COMPLIANCE AUDIT SERVICES.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-78 with PRA Government Services, L.L.C., d/b/a RDS; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File K-1213-78
K-1213-78
Confidentiality Agreement

22 K-1213-79 CONTRACT NO. K-1213-79: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MCCLAIN BANK TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 1424 CHAMBERS STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-79 with McClain Bank; and, if approved, authorize the execution of the contract.

ACTION TAKEN: _____

Attachments: Text File K-1213-79
K-1213-79

23 K-1213-80 CONTRACT NO. K-1213-80: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SORCE, INC., IN THE AMOUNT OF $84,000 TO PROVIDE WASTEWATER SLUDGE REDUCTION SERVICES

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-80 with Sorce, Inc., in the amount of $84,000; and, if accepted, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File K-1213-80
K-1213-80
PR Sorce

24 K-1213-81 CONTRACT NO. K-1213-81: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT STP-114B(301)AG, J/P NO. 29009(04) PAVEMENT OVERLAYS ON SEGMENTS OF TECUMSEH ROAD, 24TH AVENUE N.W. AND WEST LINDSEY STREET AND ADOPTION OF RESOLUTION NO. R-1213-51.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-81 with ODOT; and, if approved, adopt Resolution No. R-1213-51, and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Attachments: Text file K-1213-81
K-1213-81
LocationMap-24thAveNW.pdf
LocationMap-LindseySt.pdf
LocationMap-TecumsehRd.pdf

25 K-1213-83 CONTRACT NO. K-1213-83: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND DERYCK COURANGE D/B/A COUR PAR GRILL, L.L.C., FOR THE OPERATION OF THE WESTWOOD GOLF COURSE RESTAURANT FOR THE PARKS AND RECREATION DEPARTMENT.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to approve or reject Contract No. K-1213-83 with Deryck Courange d/b/a Cour Par Grill, L.L.C.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Attachments: Text File K-1213-83
Proposal Westwood
K-1213-83

26 R-1213-47

RESOLUTION NO. R-1213-47: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $23,481 FROM THE STATE SEIZURE FUND BALANCE TO COMPLETE THE PURCHASE OF ITEMS FOR THE NEW CRIMINAL INTERDICTION VEHICLE.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-47

ACTION TAKEN: _____

Attachments: Text File R-1213-47
Listing of Costs to Date
R-1213-47

27 R-1213-52

RESOLUTION NO. R-1213-52: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN OKLAHOMA, AUTHORIZING COMPROMISE SETTLEMENT OF A CLAIM FILED BY BRENTON WADE PORTER UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF BRENTON WADE PORTER V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. WCC-2011-13850K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-52; and, if adopted, direct payment of claims in the amount of $32,300 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Text File WCC Porter
Resolution R-1213-52
Requisitions
Purchase Reqs Porter

28 R-1213-53 RESOLUTION NO. R-1213-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN OKLAHOMA, AUTHORIZING COMPROMISE SETTLEMENT OF A CLAIM FILED BY JANIE MINOR UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF JANIE MINOR V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. WCC-2012-05528K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-53; and, if adopted, direct payment of claims in the amount of $25,840 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Attachments: Text File Minor
Resolution R-1213-53
PR Minor

Non-Consent Items

29 R-1213-7 CONSIDERATION OF CONDUCTING A PUBLIC HEARING REGARDING THE ABATEMENT OF A NUISANCE CONSISTING OF DANGEROUS STRUCTURES LOCATED AT 427 IOWA STREET AND ADOPTION OF RESOLUTION NO. R-1213-7 CONDEMNING SAID STRUCTURES AS A NUISANCE.

ACTION NEEDED: Motion to conduct a public hearing.

ACTION TAKEN: _____

ACTION NEEDED: Motion to close the public hearing.

ACTION TAKEN: _____

ACTION NEEDED: Motion to approve or reject the directive that Staff abate the nuisance as outlined in Resolution No. R-1213-7 as required by law.

ACTION TAKEN: _____

Attachments: Text File 427 Iowa
427 Iowa Resolution
427 Iowa Summary 9-12
427 Iowa Petillow memo 9-12
427 Iowa

30 GID-1213-26 CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF AUXILIARY SOFTWARE AND PROFESSIONAL SERVICES TO PROVIDE THE REQUIRED FOUNDATION AND PREPARATORY WORK NECESSARY TO COMPLETE THE PUBLIC SAFETY SOFTWARE PROJECT AND APPROVAL OF A BUDGET TRANSFER.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of auxiliary software and professional services to provide the required foundation and preparatory work necessary to complete the Public Safety Software Project in the total amount of $410,240; and, if approved, transfer $410,240 from Project No. TR0089, 24th SE, Lindsey-Alameda, Design (050-9552-431.62-01) designating $348,240 to Computer Software (010-3021-419.53-04) and $62,000 to Telecommunications Equipment/Computer Software (010-4050-419.53-04).

ACTION TAKEN: _____

Attachments: Memo CAD
Text File Prep Work for Cad

31 GID-1213-27 CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF THE NECESSARY HARDWARE AND SOFTWARE TO PROVIDE THE NETWORK INFRASTRUCTURE AND BACKUP AND DISASTER RECOVERY FOUNDATION TO SUPPORT THE COMPUTER AIDED DISPATCH (CAD), POLICE AND FIRE RECORDS MANAGEMENT SYSTEM (RMS) AND MOBILE DATA SOFTWARE (MDS) SYSTEMS.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of the necessary hardware and software to expand the existing Enterprise Data Center infrastructure to support the CAD/RMS/MDS Systems in the total amount of $388,584.44.

ACTION TAKEN: _____

Attachments: Memo CAD
Text File CAD

32 Miscellaneous Discussion
This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited to five minutes or less.

33 Adjournment

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-28

File ID:	GID-1213-28	**Type:**	Minutes	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 3	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	09/19/2012
File Name:	Minutes			**Final Action:**	

Title: APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 4, 2012
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CITY COUNCIL MINUTES OF SEPTEMBER 11, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 11, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 11, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 11, 2012

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 3

Attachments: September 4 Conference Minutes, September 4 Special Session Minutes, September 6 BACA Minutes, September 11 CC Minutes

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-28

COUNCIL CONFERENCE MINUTES

September 4, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:35 p.m. in the Municipal Building Conference Room on the 4th day of September, 2012, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

Item 2 was considered prior to Item 1.

Item 2, being:

DISCUSSION REGARDING CITY COUNCIL MEETING PROCEDURES.

Mayor Rosenthal said she and Ms. Brenda Hall, City Clerk, have discussed the issue of minutes and Ms. Hall informed her that she is currently working on a technology improvement available within the Granicus video streaming software program. Mayor Rosenthal requested Ms. Hall update Council and afterwards if Council felt the new technology would create progress on making minutes more accessible to the public, the minute's discussion may need to be put on hold until the technology improvement is implemented.

Ms. Hall said there is a "minutes" feature within the Granicus video streaming software program that was put on hold due to implementation issues to meet Norman's needs relative to motions. She said Staff is currently time-stamping the video with the agenda after each meeting and once the "minutes" feature is implemented a person would be able to go to the City website, click on the agenda item within the minutes, and go directly to that agenda item within the video; therefore, the person would not need to fast forward and/or rewind the video in order to view a specific agenda item. Ms. Hall said if Council so desires to implement the "minutes" feature as a compromise to summary and/or verbatim minutes, she will make this project a priority. She said Staff would continue to complete legislative minutes, but the added "minutes" feature would be available to the pubic so that specific agenda item(s), including the discussion, could be easily viewed on the City website.

Councilmember Kovach asked if a quicker link to Board and Commission agendas and minutes was possible. Ms. Hall said currently on the front page of the City website, there is a link "Watch Meeting Video Streams," which navigates the user to all the past City Council agendas and videos which are arranged by date. She said the wording on the link can be reworded to address the agendas. Councilmember Kovach felt the agendas and/or minutes for the Boards and Commissions that are not videoed needed to be more user-friendly and suggested a tab be added on the home page of the City's website to steer the user directly to agendas and/or minutes.

Council discussed and agreed Staff should make the "minutes" feature within the Granicus video streaming software program a priority and Councilmember Griffith asked for a timeframe. Ms. Hall said it should not be a lengthy process, but Staff would need to work through some initial trouble-shooting issues and request additional training by the vendor. She said the look of the minutes will change to work within the Granicus software program, but Staff can move forward if Council is comfortable with a different look for the minutes.

Mayor Rosenthal said at the City Council Annual Retreat on August 18, 2012, Council discussed suggestions of how to improve the flow of City Council meetings and discussed different ways to facilitate the discussion with the goal of making the Council meetings shorter, more business-like, and not starting agenda items (very) late in the evening. She said Council talked about adopting a process similar to what the Norman Public School Board utilizes

which requires citizens to "sign up" in advance and indicate what topic they wish to comment on. Mayor Rosenthal said Council also discussed implementing a consistent and formal time limit for applicants in terms of presentations, citizens in terms of comment(s) concerning the applicant/application, as well as Councilmember(s) in terms of discussion at the end of the meeting. She said one option mentioned was to have Councilmember(s) questions answered by Staff before the meeting. Another option was that Council should not begin consideration of a new agenda item after a certain time an agenda item that comes forward after 11:00 p.m. would be considered at the next City Council meeting

Mayor Rosenthal requested Council's input on how to streamline the use of time and make Council meetings more efficient. Councilmember Kovach felt Council should consider not beginning a new agenda item after a certain time because it could either be rushed through or the public and/or Council disposition may not be one that would be favorable to the item. Councilmember Spaulding agreed and said he was in favor of postponing such agenda items. Councilmember Castleberry felt late night meetings were not beneficial to Council, Staff, or the public in attendance and from an audience and/or participation standpoint, Council should consider having meetings during the day rather than the evening. He felt beginning Council meetings at 4:00 p.m. instead of 6:30 p.m. would be more beneficial to citizens, Staff, and Council. Councilmember Gallagher said he would not be in favor of beginning Council meetings at 4:00 p.m. because people who work until 5:00 p.m. would not be able to attend the meetings.

Councilmember Gallagher suggested Council do the non-consent items first and take care of the consent agenda items last, which would make Council meetings more time efficient and allow the audience to leave earlier if they chose to. Councilmember Kovach said consent agenda items should go quickly and felt if Council disciplined itself the consent docket could remain at the beginning of the meetings. He said Council could still ask questions, but in general the questions could be easily answered by a phone call or email to Staff so that they will not take up a lot of time during the meeting. Councilmember Kovach felt placing the consent agenda at the end of the meeting could risk making the consent docket last longer than it should. Councilmember Griffith felt Council should consider placing a time limit of three (3) to five (5) minutes for public comments on all agenda items, especially consent agenda items and Councilmember Williams agreed stating delaying or postponing agenda items because of the hour could present a hardship on applicants.

Councilmember Gallagher suggested City Council meetings begin at 6:00 p.m. rather than 6:30 p.m. and keep the consent agenda at the beginning of the meeting. He said the Council Conference meetings could also be changed to begin at 5:00 p.m. instead of 5:30 p.m. Councilmember Jungman said the debate process is important and did not feel public comments should have a time limit. Councilmember Kovach agreed public and/or Council comments are important but felt pertinent information can be given in an efficient manner. He suggested Council be more disciplined and cognizant of the time. Councilmember Spaulding asked if the City Council of the City of Oklahoma City conducts their meetings during the day and Staff said yes. He said if questions were asked and answered in advance and Council voted on the issue(s) without comment, it could create a public perception that a decision was made before hand.

Councilmember Castleberry asked if the consent docket had to be read aloud and Mayor Rosenthal said yes, according to the City Charter. Mr. Jeff Bryant, City Attorney, said consent items are usually routine items; however, over time, items that are not necessarily routine items have been allowed to be placed on the consent docket. He said one way that has made this process acceptable is to read the entire consent docket and allow the public to make comment(s).

Mayor Rosenthal said Council will discuss this further at a later date.

Item 1, being:

PRESENTATION AND WORKSHOP ON PARLIAMENTARY PROCEDURES BY MS. ARNELLA KARGES.

Mayor Rosenthal introduced Ms. Arnella Karges and stated she previously worked for the Oklahoma House of Representatives as the Deputy Clerk and Parliamentarian as well as assisted the House Research Staff with staffing the Economic Development Financial Services and Rules Committees. She said Ms. Karges has worked with the Oklahoma State Chamber since 2012 and knows first hand knowledge of parliamentary procedure.

Ms. Karges said the principles underlying parliamentary law include rules that are made upon a careful balance of the rights of persons or of subgroups within an organization's or an assembly's total membership. She said Robert's Rules of Order is really crafted to make sure all persons have the opportunity to speak, do so in an efficient manner, and get business done while protecting not only the rights of the majority but the minority as well. The rules are based upon a regard for the following rights of the majority; of the minority, especially a strong minority – greater than one third; of individual members; if absentees, and all of these together.

Under these rules, a deliberative body is free to do what it wants with the greatest amount of protection to itself and with consideration for the rights of its members. Parliamentary procedure makes it more efficient, with regard for everyone's opinion to arrive at the general will of the people.

Ms. Karges highlighted the level of rules and governing structure of the Oklahoma State Constitution, Oklahoma State Statutes, City of Norman Charter, City of Norman Code or Ordinances, and Robert's Rules of Order Newly Revised (10th Edition), per City Code, Article 1, Section 2-108. She said the ability to meet requires a quorum, members must show up on time in order for a meeting to take place and the Norman City Charter, Article 11, Section 1, stipulates five members of the City Council to constitute a quorum.

Ms. Karges emphasized the patterns of formality and said it is always important in a formal meeting to address officers with titles, i.e., Chair, Mayor, Councilmember, etc. She said patterns of formality can also help with the rules of debate.

Ms. Karges highlighted the established order of business, processes, and procedures for making motions. She said main motions can be debated and once concluded, a vote of the majority would be required. Types of motions include:

- **Main motions** – introduce subjects, cannot be made while another main motion is pending, and can yield to privileged, subsidiary, and incidental motions;
- **Subsidiary motions** – change or affect how the main motions is handled and voted on BEFORE the Main motion;
- **Privileged motions** – most urgent and concern special or important matters not related to pending business; and
- **Incidental motions** – questions of procedure that rise out of other motions and MUST be considered before other motions.

Ms. Karges provided an overview of typical motions and voting methods and Councilmember Spaulding asked the proper wording for withdrawing a motion after the motion has been debated and/or discussed and whether the member who initially seconded the motion would need to withdraw as well. Ms. Karges said the wording "Mr./Ms. Chairman I wish to withdraw my motion," would be sufficient but if significant discussion has occurred the motion becomes the property of the body and chances of getting the motion withdrawn may be pretty slim. She said withdrawing a motion – with consent of Council would not require the seconder to withdraw his motion.

Ms. Arnella Karges highlighted the rules of debate and said they are important to remember particularly with trying to keep meeting(s) timely and efficiently as possible. The rules of debate are as follows:

- Remarks must be germane to the question before the assembly – that is, his or her statements must have bearing on whether the pending motion should be adopted;
- Must avoid personalities;
- Never attack or question the motives of another member – the measure or motion, not the member, is the subject of debate;
- Cannot state that someone is false – a member might state, "I believe the member is mistaken";
- All remarks should be addressed through the chair
- Avoid using member's names, i.e., "the Councilor from Ward 5," or "the at-large Councilor";
- Refrain from speaking on an action not pending;
- Refrain from speaking against one's own motion;
- Cease speaking during an interruption by the chair; and
- Do not disturb the assembly, i.e., during debate, during remarks by the presiding officer, during a vote, avoid whispering, do not walk across the floor, or in any other way disturb the assembly.

The presiding officer has a number of responsibilities to keep the meeting flowing efficiently;

- Open the meeting at the appointed time.
- Announce the business to come before the body.
- Recognize members who are entitled to the floor.
- State and put to vote all questions that legitimately come before the body. Announce the results of each vote.
- Protect the assembly from obviously frivolous or dilatory motions.
- Enforce the rules relating to debate and those relating to order and decorum within the assembly.
- Expedite business in every way compatible with the rights of the members.
- Decide on all questions of order, subject to appeal.
- Respond to members' parliamentary inquiries of procedure or factual information bearing on the business of the assembly.
- Authenticate by signature any proceedings of the body.
- Declare meeting adjourned when applicable.
- Call a meeting to order or adjournment.
- Should always be fair and impartial.
- Be ready to enforce such things as asking the Sergeant of Arms to help maintain order.

Ms. Karges said members should always obey the rules of debate, remember parliamentary decorum, and respect the rights of other members.

Councilmember Jungman asked if someone makes personal comments, would a "point of order" be used to address that and Ms. Karges said a point of order can be raised asking the Chair to remind members to keep their comments on the issue at hand. She said members should avoid harsh statements and/or criticisms and always keep conversations at the upper level. Councilmember Jungman asked for examples of when a "point of order" would be common and Ms. Karges said some instances might include if the presiding officer forgets to call for debate and/or if a member gets off topic.

Councilmember Kovach asked Ms. Karges to explain the statement "the presiding officer is the only one who can ask for unanimous consent vote" and Ms. Karges provided an example as follows:

- There is a motion on a resolution,
- A member makes a motion to amend the resolution,
- Debate and discussion occurs on the amended motion,
- Member who made a motion to amend the resolution changes their mind and asks the chair to withdraw the motion, and

- Chair could state, "By unanimous consent we will allow the member to withdraw the motion" and if there are no objections the motion is withdrawn.

Councilmember Kovach asked if it would be appropriate for the presiding officer to call for unanimous consent on the consent docket without objection and Ms. Karges said yes, but that the presiding officer should call for an objection at least three (3) times. Councilmember Kovach asked under the rules of debate, whether every member should be allowed to speak once before a member could speak twice. Ms. Karges said one way to handle this situation is for the presiding officer to say, "All those Councilmembers wishing to speak in favor of this issue, give me your name and all those Councilmembers wishing to speak in opposition of this issue give me your name." She said the presiding officer should always want to end the debate with a speech in prepotency of the issue, therefore the opposition speakers could go first then the speakers in favor of the issue would go last. Ms. Karges said typically, the member who is offering the motion or resolution would finish the discussion. She said the most efficient way is for each member to speak once. Councilmember Spaulding asked what would be the appropriate procedure if a member was not necessarily opposed or in favor but rather had questions and Ms. Karges said it would depend on whether or not there are time limits in place, but a member could request the chairperson recognition to ask the question "would the speaker/councilmember yield to a question?" She said it would be up to the councilmember to yield to the question or not.

Ms. Karges said if Council has a big issue on the agenda and is aware there will be a lot of people who will want to speak, Council may want to place a time limit on the speakers. She said it would be the presiding officer's duty to inform the audience there is a sign-up sheet for those wishing to speak on issues to assist with keeping the meeting organized and timely. Councilmember Williams asked what procedure would need to take place if someone from the audience decided to ask a question or speak after one of the selected speaker(s) who signed up to speak finished talking and Ms. Karges said it really depends on how Council sets up the debate process. She said if practices are in place to draw the speaker(s) from the sign up list; Council can either leave the debate open ended or make it clear the debate is over and the issue goes to a vote. Ms. Karges said Council will want the debate process to occur the same for every agenda item so the public, as well as the other Councilmembers, will know what to expect.

Ms. Brenda Hall, City Clerk, asked the City Attorney to respond to exceptions to Robert's Rules as adopted by ordinance and Mr. Jeff Bryant, City Attorney, said he is concerned with declaring the vote on consent items as unanimous consent because the Charter states all votes must be recorded. Additionally, he said it currently takes five (5) votes to pass resolutions, ordinances, or motions; therefore, if there is a subsidiary motion made when a main motion is pending, the subsidiary motion would only require five (5) votes to pass rather than the super majority required under Robert's Rules.

Items submitted for the record

1. Parliamentary Workshop agenda dated September 4, 2012
2. PowerPoint Presentation entitled, "Parliamentary Procedure Workshop," dated September 4, 2012
3. Robert's Rules of Order Newly Revised - Explanation of Parliamentary Procedure Terms

The meeting adjourned at 6:40 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL SPECIAL SESSION MINUTES

September 4, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session in the Conference Room of the Norman Municipal Building at 201 West Gray on the 4th day of September, 2012, at 6:50 p.m. and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

* * * * *

Item 1, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(1) IN ORDER TO EVALUATE THE CITY MANAGER AS REQUIRED BY SECTION 5(A) OF CONTRACT NO. K-0708-32 AND AS AUTHORIZED BY TITLE 25 § 307(B)(2) TO DISCUSS NEGOTIATIONS REGARDING EMPLOYEES AND REPRESENTATIVES OF EMPLOYEE GROUPS.

Councilmember Kovach moved that the Special Session be adjourned out of and an Executive Session be convened into in order to evaluate the performance of the City Manager as required by Section 5(a) of Contract No. K-0708-32 and to discuss negotiations regarding employees and representatives of employee groups, which motion was duly seconded by Councilmember Williams; and the question being upon adjourning out of the Special Session and the subsequent convening, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened into in order to evaluate the performance of the City Manager as required by Section 5(a) of Contract No. K-0708-32 and to discuss negotiations regarding employees and representatives of employee groups.

The City Council adjourned into Executive Session at 6:57 p.m. Mr. Steve Lewis, City Manager, was in attendance at the Executive Session.

The Mayor acknowledged the return to open session.

Thereupon, Councilmember Kovach moved that Executive Session be adjourned out of and the Special Session be reconvened, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of Executive Session and upon the subsequent reconvening, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Executive Session adjourned out of; and the Special Session was reconvened at 9:48 p.m.

* * * * *

Item 1, continued:

The Mayor said the evaluation of the performance of the City Manager as required by Section 5(a) of Contract No. K-0708-32 and negotiations regarding employees and representatives of employee groups were discussed in Executive Session. No action was taken and no votes were cast.

* * * * *

ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Griffith; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 9:50 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MINUTES

September 6, 2012

The City Council Business and Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 9:00 a.m. in the Conference Room on the 6th day of September, 2012, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Kovach, Spaulding, Williams, and Chairman Lockett
ABSENT:	Councilmember Jungman
OTHERS PRESENT:	Councilmember Robert Castleberry, Ward Three Councilmember Roger Gallagher, Ward One Mayor Cindy Rosenthal Ms. Robin Allen, Director, Chamber of Commerce Mr. Trey Bates, 3720 Timberidge Drive Mr. Evan Dunn, 1014 Missouri Street Mr. Steve Ellis, 633 Reed Avenue Mr. Chuck Thompson, President, Republic Bank and Trust Mr. Tony Tyler, Tyler Outdoor Signs Mr. Don Wood, Norman Economic Development Coalition Executive Director
STAFF PRESENT:	Mr. Jeff Bryant, City Attorney Mr. Terry Floyd, Development Coordinator Mr. Steve Lewis, City Manager Mr. Shawn O'Leary, Director of Public Works Ms. Kathryn Walker, Assistant City Attorney Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

PRESENTATION BY MR. CHUCK THOMPSON REGARDING NORMAN ECONOMIC INDICATORS.

Mr. Chuck Thompson, President of Republic Bank and Trust, said the Census is taken every ten years so analysts and statisticians extrapolate population numbers between those ten years. He said information included in the information is publicly available and Republic Bank and Trust Staff put together information on economic indicators for Norman. He said a couple of Councilmembers had seen his presentation to other organizations and asked him to present the information to the Business and Community Affairs Committee (BACA). He said Republic Staff tried to make sense of the data as it relates to the bank and looked at the statistics from a percentage basis and a raw number basis.

Mr. Thompson said, for comparisons, Republic Staff chose communities that are similar to the Oklahoma City Metropolitan area. He highlighted the rankings broken down by population; median household income; median household value; daytime population change; population below poverty level; cost of living index; change in single family residence permits issued; single family residence permit average cost; $ change 2011-2010 per penny sales tax collections; per penny sales tax collection 9-year % growth; aggregate percentage deposit

Item 1, continued:

growth 2000-2011; aggregate deposit growth in dollars 2000-2011; deposits/population; districts by % change in average daily membership 1996-1997 through 2010-2011; district % change in free & reduced lunch 1996-1997 through 2010-2011; 2011 API scores; districts by point differential 2011-2006 API scores; districts by revenue per API point; and overall comparison results.

Mr. Thompson said the 2010 Census used 2009 Income Tax Returns on Median Household Incomes and 2010 information is not yet available. He said Median House Value data was obtained from County records and smaller towns are seeing healthy increases in the average price of houses. Councilmember Gallagher asked if the value of houses include houses sold and built or just houses that are occupied and Mr. Thompson said they are structures listed in County records and he did not think there was any distinction between occupied/unoccupied or rented/unrented, etc. Councilmember Gallagher asked if the City of Goldsby's figures could be skewed because a lot of houses have outlying acreages and Mr. Thompson said that was possible. He said customers cannot get a conventional mortgage on an acreage so residents will get a survey to carve out five or ten acres from the total acreage, obtain a deed on the five or ten acres, and then get a fixed rate mortgage on the five/ten acres. He said this is known as an alter ego transaction.

Mr. Thompson said in regards to daytime population change data, about one-half of the jobs in Norman are filled by non-residents. Councilmember Kovach asked if there is any data, other than the 2010 data, that shows the commuter numbers have changed over time and Mr. Thompson said there is data, but it is all extrapolated and he feels it is important to use actual census data that is confirmed, not data that has been extrapolated by someone else. Mr. Thompson said Money Magazine, who recognized Norman as the Sixth Best City to live in America, fine tunes their selection criteria every year and the year they selected Norman, they focused on commuting and what percentage of the work force has a job in that community and what percentage commuted. He said Norman is very favorable in that category compared to other communities the magazine looked at. He said other criteria included property crimes per thousand, acres of park land, etc.

Mr. Thompson said poverty levels are based on a scale of the number of people in a household. He said a family of four's poverty level is approximately $32,000. He said poverty rates in Norman are significantly different when you compare percentages to raw numbers. Mayor Rosenthal said university communities have a lot of households that consist of students with children and it is common for university towns to be under poverty level. Mr. Thompson said if a student lives off-campus they are reflected in the data numbers, but if they are living in student housing on campus, they are not in the numbers and he thought about one-third live in on-campus housing. He said the University of Oklahoma (OU) accelerated their on-campus housing program a few years ago, which has changed the numbers some, but not a lot.

Mr. Thompson said every town has sales tax and Republic Staff calculated the amount of money every penny generates in sales tax. Mayor Rosenthal suggested adding per capita sales tax revenue to that information and Mr. Thompson agreed. He said there are 150 pages available and he only selected a few pages for his presentation, but per capita information is probably out there. He said another chart not generated, but available, is the "Pull Factor" chart that shows the purchasing power available in a city and how much of that purchasing power is spent in that city. He said other interesting data would be whether or not Moore's sales tax is eating into Norman's pull factor as Moore has become more proficient at driving sales tax revenues.

Item 1, continued:

Mr. Thompson talked about changes in free and reduced school lunch numbers and said those figures were derived from families determined eligible by the Department of Health, school counselors, and school enrollment. He said it is not a precise measure, but it is fairly good. He said schools are paid based on student enrollment and attendance. He said deeper studies for more accurate lunch numbers were done in 1996-1997 and 2010-2011. He said percentages for Moore, Norman, Edmond, Mustang, and Yukon are skewed because they have disproportionately large school districts. He said one-third of Moore's school district is within the city limits of Moore and the rest are in the city limits of Oklahoma City. He said Moore has the second largest school district in Oklahoma covering a huge geographic territory. Councilmember Castleberry said data shows 40% of students in Norman get free or reduced lunch and asked it that is accurate. Mr. Thompson said Mr. Joe Siano, Superintendent of Norman Public Schools, stated in a recent meeting, that this year the number is actually 47%. Councilmember Castleberry said that does not add up with the below poverty level figure of 20% yet 40% qualify for free lunch. Mayor Rosenthal said free lunches are determined on a sliding scale so more people can be eligible at poverty level. Mr. Thompson said some programs are at 80% poverty level and other programs are at 150% poverty level because they qualify through different mechanisms.

Mr. Thompson said API stands for Academic Performance Index, which is a mixture of several different components such at test scores and attendance and 1,500 is the perfect score. He said there are people that want to use the API score, free reduced lunch score, change of population, and median household income score to get a different view of the capability of a school to educate students. Mr. Thompson said in 2011 there was a rescaling of the API score that changed the baseline of scoring. He said Republic Staff ranked districts by 2011 API scores. Councilmember Gallagher said if you look at the leaders among the scores you are looking at a traditional American sociological situation of smaller towns having fewer sociological problems and fewer mixes of poverty and population. He said that is why smaller towns generally rank a little higher. Mr. Thompson said that is one thought process, but there are many others and one is the raw cost of building a house or developing land in Norman compared to Moore, Edmond, Oklahoma City, etc.

Mr. Thompson said the Community Report Card by LINK Norman should be a bible to the community as it is full of information that relates to quality of life issues and the Mayor's Roundtable is planning to discuss that information soon.

Councilmember Gallagher asked if median and average household income included people on welfare and all of the population or only people with jobs. Mr. Thompson said those numbers come from the Census and he would have to go back and look at the data, but he thought household income would be all the income that would come into a household regardless of its source.

Items submitted for record

1. PowerPoint presentation entitled, "Comparison of Economic Indicators"
2. Community Report Card, Norman, Oklahoma, An Initiative of LINK Norman

Item 2, being:

CONTINUED DISCUSSION REGARDING THE CREATION OF THE NORMAN ECONOMIC DEVELOPMENT ADVISORY BOARD AND THE CREATION OF ECONOMIC DEVELOPMENT POLICIES.

Ms. Kathryn Walker, Assistant City Attorney, provided a timeline of the creation of the Norman Economic Development Authority (NEDA). She said the Association of Central Oklahoma Governments (ACOG) is working on a Comprehensive Economic Development Strategy (CEDS) for Central Oklahoma. She said the CEDS will provide ACOG with guidance on efforts of existing organizations and redefine its own role as an economic development liaison. She said the CEDS will also qualify ACOG to apply for investment assistance under the U.S. Economic Development Administration Public Works Adjustment Assistance programs. She said ACOG is looking at strategies to leverage this region's opportunities and provide a framework for guiding regional economic development initiatives.

Ms. Walker said CEDS has four strategic plan goals:

- Retain, expand, and attract new businesses in the central Oklahoma regions
- Coordinate economic development efforts with regional partners
- Develop, retain, and attract talent
- Enhance and promote quality of place (a place of destination)

ACOG's recommended regional targets for recruitment are:

- Advanced Manufacturing - companies that utilize advanced manufacturing technology to achieve heightened levels of efficiency
- Aviation/Aerospace – manufacturing of aircraft, engines, parts, and auxiliary equipment – servicing, repairing, rebuilding, maintaining, and storing aircraft
- Logistics and Distribution – assembling and repackaging materials, consolidating orders and ships, manage flow of goods, etc.
- Life Sciences – research development in physical, engineering, and life sciences like agriculture, biology, computers, chemistry, medicine, etc.
- Data/IT/Software – publishing, broadcasting, share serve centers, data storage, and basic business support services
- Healthcare – general medicine and healthcare services and ambulatory services

Ms. Walker highlighted economic development polices in other communities including Oklahoma City, Oklahoma; Tulsa, Oklahoma; Lawton/Fort Sill, Oklahoma; Broken Arrow, Oklahoma; Ada, Oklahoma; Enid, Oklahoma; Overland Park, Kansas; Lee's Summit, Missouri; Olathe, Kansas; and Shawnee, Kansas.

Ms. Walker said Mr. Don Wood, Executive Director of the Norman Economic Development Coalition (NEDC), has always stated it is more important to have smaller diverse businesses than one really large industry because if that industry closes, the community will be in a lot of trouble. She said Olathe, Kansas, looks at what the business brings in terms of diversity to the economy and Shawnee, Kansas, considers diversity as well.

Councilmember Castleberry asked if Staff had information on Moore, Oklahoma City, or Edmond, and Ms. Walker said Moore and Edmond do not have written policies. She said in many cases the cities were reluctant to share information if they did not have a written policy.

Item 2, continued:

Mayor Rosenthal said the Government Finance Officers Association (GFOA) Best Practices on Economic Development Incentives seems to be a good template for drafting a more comprehensive policy that includes goals, tools evaluation, performance standards monitoring, and compliance. She said most of the Oklahoma policies presented seem to focus on one aspect, tools and limitations, whereas the Missouri policy does more in terms of performance standards and monitoring. She said she would like to discuss the GFOA Best Practices as well as goals and objectives. Councilmember Kovach said it is also important to look at standards and metrics by which to judge clawbacks. He said to prove that economic development can be positive for the community the City has to be able to show that point of sales will be protected in the community.

Mr. Jeff Bryant, City Attorney, said Mr. Wood had information available and that would be a good starting place at the next meeting.

Mr. Trey Bates, 3720 Timberidge Drive, asked if the schedule is to try to have a policy rough draft based upon examples presented in this meeting by November. Chairman Lockett asked if Staff could have a draft ready for the October meeting and Ms. Walker said yes.

Mr. Bryant said Staff can collect additional information from other cities if there are any cities the Committee wants to recommend. He asked for guidance from the Committee and Chairman Lockett asked members to forward any comments, suggestions, or questions to Staff prior to the October meeting as the Committee is trying to meet a deadline. Mr. Bryant said Staff's goal is to be close to a workable, semi-final draft in November and polish it up in December.

Councilmember Castleberry said the Committee needs to discuss where incentive money will come from.

Councilmember Gallagher said he would like information from communities similar to Norman's population because the cities in Kansas and Missouri have much larger populations than Norman.

Items submitted for record

1. Memorandum dated August 30, 2012, from Kathryn L. Walker, Assistant City Attorney, through Jeff H. Bryant, City Attorney, to Members of the Business and Community Affairs Committee
2. PowerPoint presentation entitled, "Economic Development Policies," Business and Community Affairs Committee, dated September 6, 2012
3. Site and Building Requirements
4. Enid Regional Development Alliance Resolution No. 2766
5. Overland Park, Kansas
6. City of Lee's Summit Economic Development Incentive Policy
7. City of Olathe Council Policy Statement
8. City of Shawnee Policy Statement
9. Government Finance Officers Association (GFOP) Best Practice, Developing an Economic Development Incentive Policy (2008)(CEDCP)

Item 3, being:

DISCUSSION REGARDING FUTURE MEETING DATES AND TIME.

Chairman Lockett asked if the first Thursday of each month at 9:00 a.m. was an agreeable time for everyone to meet for Business and Community Affairs Committee and, hearing no dissention, said the meeting will continue to be held the first Thursday of each month at 9:00 a.m.

Item 4, being:

MISCELLANEOUS DISCUSSION.

None

The meeting adjourned at 10:23 a.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL MINUTES
NORMAN UTILITIES AUTHORITY MINUTES
NORMAN MUNICIPAL AUTHORITY MINUTES
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES

September 11, 2012

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building on the 11th day of September, 2012, at 6:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and at the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
ABSENT:	None

The Pledge of Allegiance was led by Mayor Rosenthal.

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Item 3, being:

CONSIDERATION OF APPROVAL OF MINUTES AS FOLLOWS:

CITY COUNCIL SPECIAL SESSION (RETREAT) MINUTES OF AUGUST 18, 2012
CITY COUNCIL STUDY SESSION MINUTES OF AUGUST 21, 2012
CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE MINUTES OF AUGUST 22, 2012
CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 28, 2012
CITY COUNCIL MINUTES OF AUGUST 28, 2012
NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 28, 2012
NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 28, 2012
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 28, 2012
HIGH-DENSITY DEVELOPMENT COMMUNITY DIALOGUE MINUTES OF AUGUST 30, 2012

Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, Councilmember Kovach moved that the minutes be approved and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File GID-1213-22 dated September 4, 2012
2. City Council Special Session (Retreat) minutes of August 18, 2012
3. City Council Study Session minutes of August 21, 2012
4. City Council Planning and Community Development Committee minutes of August 22, 2012
5. City Council Special Session minutes of August 28, 2012
6. City Council minutes of August 28, 2012
7. Norman Utilities Authority minutes of August 28, 2012
8. Norman Municipal Authority minutes of August 28, 2012
9. Norman Tax Increment Finance Authority minutes of August 28, 2012
10. High-Density Development Community Dialogue minutes of August 31, 2012

and the question being upon approving the minutes and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the minutes approved; and the filing thereof was directed.

* * * * *

Item 4, being:

PROCLAMATION NO. P-1213-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2012, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

Councilmember Kovach moved that receipt of Proclamation No. P-1213-3 proclaiming the week of September 17 through 23, 2012, as Constitution Week in the City of Norman be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. P-1213-3 dated August 30, 2011
2. Proclamation No. P-1213-3

Participants in discussion
1. Ms. Sara Myers Poole, Registrar of the Black Beaver Chapter of the Daughters of the American Revolution, accepted the proclamation and thanked the Council

and the question being upon acknowledging receipt of Proclamation No. P-1213-3 proclaiming the week of September 17 through 23, 2012, as Constitution Week in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and receipt of Proclamation No. P-1213-3 proclaiming the week of September 17 through 23, 2012, as Constitution Week in the City of Norman acknowledged; and the filing thereof was directed.

* * * * *

Item 5, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 6 through Item 31 excluding Item 25 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Griffith; and the question being upon the placement on the consent docket by unanimous vote of Item 6 through Item 31 excluding Item 25, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Item 6 through Item 31 excluding Item 25 were placed on the consent docket by unanimous vote.

* * * * *

Item 6, being:

CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF ADJUSTMENT
TERM: 09-11-12 TO 12-22-13: ANDREW SEAMANS, 1407 SPRUCE DRIVE

LIBRARY BOARD
TERM 09-11-12 TO 05-01-14: CARLA KIMBERLING, 6700 EAST LINDSEY STREET

SOCIAL AND VOLUNTARY SERVICES COMMISSION
TERM 09-11-12 TO 12-09-13: CHRIS PORTER, 1216 COUNTRY CLUB DRIVE

Councilmember Kovach moved that the appointments be confirmed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. AP-1213-12 dated August 30, 2012, by Brenda Hall, City Clerk

and the question being upon confirming the appointments, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the appointments were confirmed.

* * * * *

Item 7, being:

SUBMISSION OF A FINAL REPORT FROM THE NORMAN ELECTION COMMISSION FOR THE 2012 CITY COUNCIL ELECTION CYCLE.

Councilmember Kovach moved that receipt of the report be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. RPT-1213-8 dated August 27, 2012, by Brenda Hall, City Clerk
2. Final Report of the Norman Election Commission, 2012 Municipal Election Cycle, dated August 27, 2012
3. Appendix A, Norman Election Commission minutes of January 4, March 26, April 2, April 9, April 23, May 21, June 18, June 25, July 9, July 23, August 20, and August 27, 2012
4. Appendix B-1, Norman Election Commission Candidate Orientation Minutes of January 17, 2012; Duties and Responsibilities of the Norman Election Commission; Power Point presentation entitled "City Council Candidate Orientation" dated January 17, 2012, and City Council Candidate Manual
5. Appendix B-2, Joint City Council Oversight Committee/Norman Election Commission minutes of May 2, 2012, and memorandum dated April 26, 2012, from Brenda Hall, City Clerk, to City Council Oversight Committee and Norman Election Commission
6. Appendix C, deadlines for City and State Campaign reports, and City and State Campaign Contributions and Expenditures Reports received during the 2012 Municipal Election Cycle
7. Appendix D-1, Summary of Investigation Regarding Complaint Filed by John Woods; Complaint filed April 2, 2012, by John Woods; Flyer entitled "Strings Attached? You Decide," and letter dated April 20, 2012, from Brenda Hall, City Clerk, to Mr. John Woods
8. Appendix D-2, Summary of Investigation Regarding Complaint Filed by John Woods, Complaint dated June 23, 2012, filed by John Woods; flyer entitled "Sex, Lies and Wish We Had a Videotape"; letter dated June 25, 2012, from Chad Williams, Williams for Ward 8, to the City of Norman Election Commission; and letter dated August 20, 2012, from Ty Hardiman, Chairman, Norman Election Commission, to Mr. John Woods

Item 7, continued:

Items submitted for the record, continued

9. Appendix D-3, Summary of Investigation Regarding Complaint Filed by Cindy Cason, Complaint filed July 10, 2012, by Cindy Cason; letter dated July 5, 2012, from Cindy Cason to the Norman Election Commission; Complaint Documentation, Flyer entitled "It's Unanimous!!!," memoranda dated July 31 and 23, 2012, from Kristina L. Bell, Assistant City Attorney, through Jeff Harley Bryant, City Attorney, to Norman Election Commission; letter dated August 27, 2012, from Ty Hardiman, Chairman, Norman Election Commission, to Cindy Cason; letter dated July 31, 2012, from Jeff Harley Bryant, City Attorney, to Cindy Cason
10. Appendix E, Special Report on Public Financing for City Council Elections prepared by the Norman Election Commission dated August 20, 2012, with Attachment A, Public Financing Programs Across the United States; Attachment B, "Constitutionality of Public Financing Election Campaign;" memorandum dated July 9, 2012, from Kristina L. Bell, Assistant City Attorney, through Jeff Harley Bryant, to Norman Election Commission; Attachment C, Summary of Norman City Council Elections from 2000-2012; and Report to the Norman Election Commission from Brenda Hall, Norman City Clerk, 2012; Attachment D, Oklahoma House Bill No. 1537 authorized by Oklahoma State Representative Richard Morrissette, 2011, and "Public Campaign Financing Success Stories" published by San Franciscans for Voter Owned Elections; Attachment E, Public Campaign Financing Success Stories; Attachment F, "Voter-Owned Elections in North Carolina: Public Financing of Campaigns" published in Popular Government Magazine, and University of Norman Carolina School of Government, 2008; Attachment G, "The Pilot Program for Public Financing of Municipal Campaigns" published by the Connecticut State Elections Enforcement Commission, 2009; Attachment H, "City of Tucson's Public Matching Funds Program: An Introduction for Candidates," published by the City of Tucson, 2010; Attachment I, Open and Ethical Elections Code, City of Albuquerque, New Mexico; and Attachment J, Public Financing of Campaigns Ordinances, City of Santa Fe, New Mexico

Participants in discussion

1. Mr. Ty Hardiman, Chairman, Norman Election Commission, 630 Miller Avenue

and the question being upon acknowledging receipt of the report and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and receipt of the report acknowledged; and the filing thereof was directed.

* * * * *

Item 8, being:

SUBMISSION OF THE DEVELOPMENT OVERSIGHT COMMITTEE FOR TAX INCREMENT FINANCE (TIF) DISTRICT NO. TWO ANNUAL REPORT THROUGH JUNE 30, 2012.

Councilmember Kovach moved that receipt of the report be acknowledged and the filing thereof be directed, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. RPT-1213-8 dated August 27, 2012, by Brenda Hall, City Clerk
2. The City of Norman TIF #2 Oversight Committee (University North Park TIF) Annual Report for the Period September 1, 2011 – June 30, 2012
3. TIF #2 Oversight Committee minutes of August 21, 2012

Item 8, continued:

and the question being upon acknowledging receipt of the report and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and receipt of the report acknowledged; and the filing thereof was directed.

* * * * *

Item 9, being:

CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-1213-10; CONTRACT NO. K-1213-44 WITH LYON'S FENCE COMPANY IN THE AMOUNT OF $92,444.93; PERFORMANCE BOND NO. B-1213-11; STATUTORY BOND NO. B-1213-12; MAINTENANCE BOND NO. MB-1213-6; AND RESOLUTION NO. R-1213-23 FOR THE LITTLE AXE PARK BASEBALL FIELD FENCING REPLACEMENT PROJECT.

Councilmember Kovach moved that Request for Proposal No. RFP-1213-10 from Lyon's Fence Company for the Little Axe Park Baseball Field Fencing Replacement Project be accepted; Contract No. K-1213-44 in the amount of $92,444.93 and the performance, statutory, and maintenance bonds be approved; execution of the contract be authorized; the filing of the bonds be directed; and Resolution No. R-1213-23 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-44 dated August 30, 2012, by Mitch Miles, Park Planner
2. Tabulation of proposals dated August 13, 2012, for the Little Axe Park Ball Field Fence Project
3. Contract No. K-1213-44
4. Performance Bond No. B-1213-11
5. Statutory Bond No. B-1213-12
6. Maintenance Bond No. MB-1213-6
7. Resolution No. R-1112-23
8. Purchase Requisition No. 0000206705 dated September 6, 2012, in the amount of $92,444.93 to Lyon's Fence Company

and the question being upon accepting Request for Proposal No. RFP-1213-10 from Lyon's Fence Company for the Little Axe Park Baseball Field Fencing Replacement Project and upon the subsequent acceptance, authorization, directive, and adoption, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Request for Proposal No. RFP-1213-10 from Lyon's Fence Company for the Little Axe Park Baseball Field Fencing Replacement Project accepted; Contract No. K-1213-44 in the amount of $92,444.93 and the performance, statutory, and maintenance bonds were approved; execution of the contract was authorized; the filing of the bonds was directed; and Resolution No. R-1213-35 was adopted.

* * * * *

Item 10, being:

CONSIDERATION OF THE RETURN OF TRAFFIC IMPACT FEES IN THE AMOUNT OF $12,837.75 IN CONNECTION WITH ROCK CREEK ROAD AND 36TH AVENUE N.W. DEVELOPMENT.

Councilmember Kovach moved that the return of traffic impact fees in the amount of $12,837.75 in connection with Rock Creek Road and 36th Avenue N.W. Development be approved and payment in the amount of $12,837.75 be directed to the developers, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. GID-1213-19 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer with Attachment 1, summary of developments and fees; Attachment 2, final cost breakdown; and Attachment 3, proportional distribution
2. Location map

Participants in discussion
1. Mr. Shawn O'Leary, Director of Public Works
2. Mr. Steve Ellis, 633 Reed Avenue, asked questions

and the question being upon approving the return of traffic impact fees in the amount of $12,837.75 in connection with Rock Creek Road and 36th Avenue N.W. Development and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the return of traffic impact fees in the amount of $12,837.75 in connection with Rock Creek Road and 36th Avenue N.W. Development approved; and payment in the amount of $12,837.75 was directed to the developers.

* * * * *

Item 11, being:

CONSIDERATION OF THE RETURN OF TRAFFIC IMPACT FEES IN THE AMOUNT OF $52,360.17 IN CONNECTION WITH WEST TECUMSEH ROAD DEVELOPMENT

Councilmember Kovach moved that the return of traffic impact fees in the amount of $52,360.17 in connection with West Tecumseh Road Development be approved and payment in the amount of $52,360.17 be directed to the developers, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. GID-1213-18 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer with Attachment 1, level of contribution for intersection improvement projects; Attachment 2, summary of developments and fees; Attachment 3, final cost breakdown; and Attachment 4, proportional distribution for final plats in connection with development of West Tecumseh Road
2. Location map

Participants in discussion
1. Mr. Shawn O'Leary, Director of Public Works
2. Mr. Steve Ellis, 633 Reed Avenue, asked questions

and the question being upon approving the return of traffic impact fees in the amount of $52,360.17 in connection with West Tecumseh Road Development and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the return of traffic impact fees in the amount of $52,360.17 in connection with West Tecumseh Road Development approved; and payment in the amount of $52,360.17 was directed to the developers.

* * * * *

Item 12, being:

CONSIDERATION OF THE RATIFICATION OF THE DECLARATION OF EMERGENCY REPAIRS IN THE AMOUNT OF $26,000 FROM WYNN CONSTRUCTION, INC., TO CLEAN OUT THE CLEAR WELL DAMAGED BY A BROKEN WATER MAIN AT THE WATER TREATMENT PLANT.

Acting as the Norman Utilities Authority, Trustee Kovach moved that ratification of the declaration of an emergency be approved and payment in the amount of $26,000 to Wynn Construction, Inc., be directed, which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. GID-1213-21 dated August 30, 2012, by Chris Mattingly, Water Treatment Superintendent
2. Letter dated September 6, 2012, from Kevin Lang, Vice-President, Wynn Construction Company, Inc., to Chris Mattingly, City of Norman Water Treatment Plant
3. Invoice No. 1 dated August 9, 2012, in the amount of $26,000 from Wynn Construction Company, Inc.
4. Photographs of Line Break at Water Treatment Plant dated August 1, 2012
5. Purchase Requisition No. 0000206144 dated August 27, 2012, in the amount of $26,000 to Wynn Construction Company, Inc.

and the question being upon approving ratification of the declaration of an emergency and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and ratification of the declaration of an emergency approved; and payment in the amount of $26,000 to Wynn Construction, Inc., was directed.

* * * * *

Item 13, being:

LIMITED LICENSE NO. LL-1213-2: LIMITED LICENSE TO PLACE TWENTY-TWO (22) "GOAL-A-METER" SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE UNITED WAY OF NORMAN.

Councilmember Kovach moved that Limited License No. LL-1213-2 be approved and the issuance thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File Report for Limited License No. LL-1213-2 dated August 13, 2012, by Wayne Stenis, Planner II
2. Letter of request dated May 8, 2012, from Candice Jones, Vice-President, Resource Development, United Way of Norman, to Ellen Usry
3. Application for Limited License for twenty-two banners dated May 8, 2012, from the United Way of Norman, with list of locations of "Goal-A-Meters"
4. Limited License No. LL-1213-2

and the question being upon approving Limited License No. LL-1213-2 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Limited License No. LL-1213-2 approved; and the issuance thereof was authorized.

* * * * *

Item 14, being:

LIMITED LICENSE NO. LL-1213-4: LIMITED LICENSE TO PLACE ONE (1) GROUND BANNER AND FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM FRIENDS OF THE NORMAN LIBRARY FOR THE ANNUAL BOOK SALE TO BE HELD OCTOBER 19 THROUGH 22, 2012.

Councilmember Kovach moved that Limited License No. LL-1213-4 to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to a request from the Friends of the Norman Library be approved and the issuance thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. LL-1213-4 dated August 24, 2012, by Wayne Stenis, Planner II
2. Letter of request dated August 22, 2012, from Simon H. Rudnick, 2012 Book Sale Co-Chair, Friends of the Norman Library, to Brenda Hall, City Clerk
3. Application for Limited License dated August 22, 2012, for one banner and four signs from Simon H. Rudnick for the Friends of the Norman Library
4. Location map
5. Limited License No. LL-1213-4

and the question being upon approving Limited License No. LL-1213-4 to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to a request from the Friends of the Norman Library and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Limited License No. LL-1213-4 to place one (1) ground banner and four (4) signs within the public rights-of-way pursuant to a request from the Friends of the Norman Library approved; and the issuance thereof was authorized.

* * * * *

Item 15, being:

SPECIAL CLAIM NO. SC-1213-1: A CLAIM IN THE AMOUNT OF $2,370.32 SUBMITTED BY MICHAEL GERMANO FOR DAMAGES TO HIS VEHICLE DUE TO AN ACCIDENT WITH A FIRE TRUCK AT 2657 CLASSEN BOULEVARD.

Councilmember Kovach moved that Special Claim No. SC-1213-1 be approved and payment in the amount of $2,370.32 be directed contingent upon obtaining a Release and Covenant Not to Sue from Michael Germano, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. SC-1213-1 dated August 28, 2012, by Jeanne Snider, Assistant City Attorney
2. Memorandum dated May 3, 2012, from Brenda Hall, City Clerk, to James Fullingim, Fire Chief, and Jeff Bryant, City Attorney
3. Special Claim No. SC-1213-1 dated April 23, 2012, submitted by Michael Germano in the amount of $2,370.32
4. Preliminary Estimate No. 1034816c dated April 23, 2012, in the amount of $2,370.32 from Reynolds Ford, Inc.
5. Official Oklahoma Traffic Collision Report No. 2012-05964 dated April 20, 2012

Participants in discussion
1. Mr. James Fullingim, Fire Chief

Item 15, continued:

and the question being upon approving Special Claim No. SC-1213-1 and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Special Claim No. SC-1213-1 approved; and payment in the amount of $2,370.32 was directed contingent upon obtaining a Release and Covenant Not to Sue from Michael Germano.

* * * * *

Item 16, being:

CONTRACT NO. K-1213-54: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ALAN PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF $27,600 TO PREPARE AN ENGINEERING REPORT FOR RECYCLING OF TREATED WASTEWATER EFFLUENT AT THE YARD WASTE COMPOSTING FACILITY AND AT A PROPOSED TRUCK WASHING FACILITY.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Contract No. K-1213-54 with Alan Plummer Associates, Inc., in the amount of $27,600 be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. K-1213-54 dated August 13, 2012, by Mark Daniels, Utilities Engineer
2. Contract No. K-1213-54 with Attachment A, Schedule; Attachment B, Scope of Services; and Attachment C, Compensation
3. Purchase Requisition No. 0000205731 dated August 15, 2012, in the amount of $27,600 to Alan Plummer and Associates

Participants in discussion
1. Mr. Jeff Bryant, City Attorney

and the question being upon approving Contract No. K-1213-54 with Alan Plummer Associates, Inc., in the amount of $27,600 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and Contract No. K-1213-54 with Alan Plummer Associates, Inc., in the amount of $27,600 approved; and the execution thereof was authorized.

* * * * *

Item 17, being:

CONTRACT NO. K-1213-55: A RIGHT-OF-WAY, PUBLIC UTILITY, AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214A(009)AG, JOB NO. 29262(04), FOR THE JENKINS AVENUE AND STINSON STREET TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-34.

Councilmember Kovach moved that Contract No. K-1213-55 with ODOT be approved, Resolution No. R-1213-34 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-55 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1213-55
3. Resolution No. R-1213-34
4. Location map

Participants in discussion
1. Mr. Shawn O'Leary, Director of Public Works

and the question being upon approving Contract No. K-1213-55 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-55 with ODOT approved; Resolution No. R-1213-34 was adopted and the execution of the contract and resolution were authorized.

* * * * *

Item 18, being:

CONTRACT NO. K-1213-58: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214A(009)AG, JOB NO. 29262(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF JENKINS AVENUE AND STINSON STREET AND ADOPTION OF RESOLUTION NO. R-1213-38.

Councilmember Kovach moved that Contract No. K-1213-58 with ODOT be approved, Resolution No. R-1213-38 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-58 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer with Attachment No. One, total project implementation
2. Contract No. K-1213-58
3. Resolution No. R-1213-38
4. Location map

Participants in discussion
1. Mr. Shawn O'Leary, Director of Public Works

and the question being upon approving Contract No. K-1213-58 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-58 with ODOT approved; Resolution No. R-1213-38 was adopted, and the execution of the contract and resolution were authorized.

* * * * *

Item 19, being:

CONTRACT NO. K-1213-56: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(005)AG, JOB NO. 28933(04), FOR THE 24TH AVENUE S.E., AND REAGAN ELEMENTARY SCHOOL TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-35.

Councilmember Kovach moved that Contract No. K-1213-56 with ODOT be approved, Resolution No. R-1213-35 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-56 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1213-56
3. Resolution No. R-1213-38
4. Location map

and the question being upon approving Contract No. K-1213-56 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-56 with ODOT approved; Resolution No. R-1213-35 was adopted, and the execution of the contract and resolution were authorized.

* * * * *

Item 20, being:

CONTRACT NO. K-1213-60: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(005)AG, JOB NO. 28933(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF 24TH AVENUE SE AND REAGAN ELEMENTARY SCHOOL AND ADOPTION OF RESOLUTION NO. R-1213-40.

Councilmember Kovach moved that Contract No. K-1213-60 with ODOT be approved, Resolution No. R-1213-40 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-60 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1213-60
3. Resolution No. R-1213-40
4. Location map

and the question being upon approving Contract No. K-1213-60 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-60 with ODOT approved; Resolution No. R-1213-40 was adopted, and the execution of the contract and resolution were authorized.

* * * * *

Item 21, being:

CONTRACT NO. K-1213-69: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-114B(302)AG, JOB NO. 29010(04) FOR THE JENKINS AVENUE ROADWAY LIGHTING UPGRADE PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-44.

Councilmember Kovach moved that Contract No. K-1213-69 with ODOT be approved, Resolution No. R-1213-44 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-69 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1213-69
3. Resolution No. R-1213-44
4. Location map

and the question being upon approving Contract No. K-1213-69 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-69 with ODOT approved; Resolution No. R-1213-44 was adopted, and the execution of the contract and resolution were authorized.

* * * * *

Item 22, being:

CONTRACT NO. K-1213-70: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(016)AG, JOB NO. 29299(04) FOR THE JENKINS AVENUE AND BROOKS STREET TRAFFIC SIGNAL PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-45.

Councilmember Kovach moved that Contract No. K-1213-70 with ODOT be approved, Resolution No. R-1213-45 be adopted, and the execution of the contract and resolution be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-70 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer
2. Contract No. K-1213-70
3. Resolution No. R-1213-45
4. Location map

and the question being upon approving Contract No. K-1213-70 with ODOT and upon the subsequent adoption and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-70 with ODOT approved; Resolution No. R-1213-45 was adopted, and the execution of the contract and resolution were authorized.

* * * * *

Item 23, being:

CONTRACT NO. K-1213-59: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214B(016)AG, JOB NO. 29299(04) FOR THE INSTALLATION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF JENKINS AVENUE AND BROOKS STREET AND ADOPTION OF RESOLUTION NO. R-1213-39 AND BUDGET APPROPRIATION.

Councilmember Kovach moved that Contract No. K-1213-59 with ODOT be approved, Resolution No. R-1213-39 be adopted, the execution of the contract and resolution be authorized, $20,000 be appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0090, Jenkins Avenue and Brooks Street Signal, Construction (050-9076-431.61-01), and payment in the amount of $20,000 be directed to ODOT, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-59 dated August 27, 2012, by Angelo Lombardo, Traffic Engineer with Attachment 1, Cost Shares and Attachment 2, Request to Appropriate Funds
2. Contract No. K-1213-59
3. Resolution No. R-1213-39
4. Letter dated August 24, 2012, from Michael K. Moorman, Director, Architectural and Engineering Services, University of Oklahoma, to Mr. Angelo Lombardo, City of Norman Traffic Engineer
5. Invoice No. 29299(04)-1 dated August 14, 2012, in the amount of $20,000 from ODOT to the City of Norman
6. Location map

and the question being upon approving Contract No. K-1213-59 with ODOT and upon the subsequent adoption, authorization, and appropriation, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-59 with ODOT approved; Resolution No. R-1213-39 was adopted, the execution of the contract and resolution were authorized; $20,000 was appropriated from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0090, Jenkins Avenue and Brooks Street Signal, Construction (050-9076-431.61-01); and payment in the amount of $20,000 was directed to ODOT.

* * * * *

Item 24, being:

CONTRACT NO. K-1213-57: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MEWBOURNE OIL COMPANY FOR DIVISION OF FUTURE PROCEEDS FROM THE SALE OF OIL OR GAS PRODUCED BY AN OIL WELL LOCATED ON REAL PROPERTY OWNED BY THE CITY OF NORMAN AND THE UNIVERSITY OF OKLAHOMA LOCATED AT THE FLEET MAINTENANCE FACILITY AT 1301 DA VINCI STREET.

Councilmember Kovach moved that Contract No. K-1213-57 with Mewbourne Oil Company be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. K-1213-57 dated August 22, 2012, by Leah Messner, Assistant City Attorney
2. Division Order dated June 3, 2010, from the Board of Regents of the University of Oklahoma to Mewbourne Oil Company
3. Contract No. K-1213-57, Division Order dated August 28, 2012, from the City of Norman to Mewbourne Oil Company
4. Location map

Item 24, continued:

and the question being upon approving Contract No. K-1213-57 with Mewbourne Oil Company and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-57 with Mewbourne Oil Company approved; and the execution thereof was authorized.

* * * * *

Item 25, being:

CONTRACT NO. K-1213-61: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN OPTIMIST CLUB FOR THE USE OF GRIFFIN AND REAVES PARKS FOR THE FACILITATION OF THE YOUTH BASEBALL AND YOUTH FOOTBALL PROGRAMS FOR THE PARKS AND RECREATION DEPARTMENT AND TERMINATION OF CONTRACT NO. K-1112-51.

Councilmember Kovach having moved on August 28, 2012, that Contract No. K-1213-61 with the Norman Optimist Club be approved, the authorization thereof be authorized, and Contract No. K-1112-51 be terminated, which motion having been duly seconded by Councilmember Griffith; and Councilmember Castleberry having further moved that Contract No. K-1213-61 with the Norman Optimist Club be postponed until September 11, 2012, which motion having been duly seconded by Councilmember Kovach;

Items submitted for the record

1. Text File No. K-1213-61 dated August 20, 2012, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1213-61 with Exhibit A, Responsibilities of Norman Optimist Club at Reaves Park and Exhibit B, Responsibilities of the City of Norman at Reaves Park and Responsibilities of the City of Norman at Griffin Park
3. Location maps of Griffin and Reaves Parks
4. Contract No. K-1112-51 with Exhibit A, Responsibilities of Norman Optimist Club at Reaves Park and Exhibit B, Responsibilities of the City of Norman at Reaves Park
5. Location map of Griffin Park

Participants in discussion

1. Mr. Evan Dunn, 1014 Missouri Street, made comments

Thereupon, Councilmember Castleberry moved that Section (1) of Contract No. K-1213-61 be amended to read as follows:

(1) The City hereby grants the right and privilege to N.O.C. to use, manage and operated for the purchase stated, the following described property, to-wit:

* * *

To have and to hold for a term of ~~three~~ one years ~~from~~ the date of the execution of this lease, with the option to renew the contract upon agreement by both parties for an additional three (3) years. The contract may be terminated at any time in accordance with the provisions herein.

which motion was duly seconded by Councilmember Kovach; and the question being upon amending Contract No. K-1213-61 as stated above, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-61 was amended as stated above.

Item 25, continued:

And question being upon approving Contract No. K-1213-61, as amended, with Norman Optimist Club, and upon the subsequent authorization and termination, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-61, as amended, with Norman Optimist Club was approved; the authorization thereof was authorized and Contract No. K-1112-51 was terminated.

* * * * *

Item 26, being:

CONTRACT NO. K-1213-63: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE FOOTBALL ACADEMY, INC., FOR THE USE OF GRIFFIN PARK FOOTBALL FIELD NOS. THREE AND FOUR FOR THE FACILITATION OF ADULT FLAG FOOTBALL AND TERMINATION OF CONTRACT NO. K-1112-47.

Councilmember Kovach moved that Contract No. K-1213-63 with the Football Academy, Inc., be approved, the execution thereof be authorized, and Contract No. K-1112-47 be terminated, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-63 dated August 20, 2012, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1213-63 with Exhibit A, Responsibilities of Football Academy, Inc., and Exhibit B, Responsibilities of the City of Norman
3. Contract No. K-1112-47 with Exhibit A, Responsibilities of Football Academy, Inc., and Exhibit B, Responsibilities of the City of Norman
4. Location map

and the question being upon approving Contract No. K-1213-63 with the Football Academy, Inc., and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-63 with the Football Academy, Inc., approved; and the execution thereof was authorized and Contract No. K-1112-47 was terminated.

* * * * *

Item 27, being:

CONTRACT NO. K-1213-64: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SMITH AND LOVELESS, INC., IN THE AMOUNT OF $43,700 FOR THE PURCHASE OF A REPLACEMENT PUMP STATION FOR THE WATER TREATMENT PLANT.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Contract No. K-1213-64 with Smith and Loveless, Inc., in the amount of $43,700 be approved and the execution thereof be authorized, which motion was duly seconded by Trustee Griffith;

Items submitted for the record
1. Text File No. K-1213-64 dated August 16, 2012, by Chris Mattingly, Water Treatment Superintendent
2. Project Cost Completion and Total Project Cost Estimate
3. Contract No. K-1213-64
4. Purchase Requisition No. 0000206583 dated September 5, 2012, in the amount of $43,700 to Smith and Loveless, Inc.

Item 27, continued:

and the question being upon approving Contract No. K-1213-64 with Smith and Loveless, Inc., in the amount of $43,700 and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Trustees Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Chairman Rosenthal
NAYES:	None

The Chairman declared the motion carried and C Contract No. K-1213-64 with Smith and Loveless, Inc., in the amount of $43,700 approved; and the execution thereof was authorized.

* * * * *

Item 28, being:

CONTRACT NO. K-1213-71: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN ARTS COUNCIL, AND CRAIG SWAN IN THE AMOUNT OF $12,000 PROVIDED BY THE ARTS IN PUBLIC PLACES FUND FOR THE PURCHASE OF ARTWORK TO BE PLACED ON THE SIDEWALK WITHIN THE 200-300 BLOCK OF WEST MAIN STREET.

Councilmember Kovach moved that Contract No. K-1213-71 with the Norman Arts Council and Craig Swann be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-71 dated August 29, 2012, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1213-71
3. Photograph of artwork

and the question being upon approving Contract No. K-1213-71 with the Norman Arts Council and Craig Swann and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-71 with the Norman Arts Council and Craig Swann approved; and the execution thereof was authorized.

* * * * *

Item 29, being:

CONTRACT NO. K-1213-72: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN ARTS COUNCIL, AND JOHNATHAN HILS IN THE AMOUNT OF $12,000 PROVIDED BY THE ARTS IN PUBLIC PLACES FUND FOR THE PURCHASE OF ARTWORK TO BE PLACED ON THE SIDEWALK WITHIN THE 200-300 BLOCK OF WEST MAIN STREET.

Councilmember Kovach moved that Contract No. K-1213-72 with the Norman Arts Council and Johnathan Hils be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. K-1213-72 dated August 29, 2012, by Jud Foster, Director of Parks and Recreation
2. Contract No. K-1213-72
3. Photograph of artwork

Item 29, continued:

and the question being upon approving Contract No. K-1213-72 with the Norman Arts Council and Johnathan Hils and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Contract No. K-1213-72 with the Norman Arts Council and Jonathan Hils approved; and the execution thereof was authorized.

* * * * *

Item 30, being:

RESOLUTION NO. R-1213-43: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $1,230 FROM THE HUMAN RESOURCES REIMBURSEMENT/REFUND ACCOUNT TO REIMBURSE THE HUMAN RESOURCES DEPARTMENT FOR TESTING FEES PAID BY THOSE APPLYING FOR POLICE OFFICER POSITIONS.

Councilmember Kovach moved that Resolution No. R-1213-43 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. R-1213-43 dated August 21, 2012, by Gala Hager, Director of Human Resources
2. Resolution No. R-1213-43

and the question being upon adopting Resolution No. R-1112-43, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1213-43 was adopted.

* * * * *

Item 31, being:

RESOLUTION NO. R-1213-46: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $25,000 FROM THE PARK LAND FUND BALANCE TO PAY FOR FINAL COMPONENTS OF THE MONROE PARK IMPROVEMENTS.

Councilmember Kovach moved that Resolution No. R-1213-46 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. R-1213-46 dated August 30, 2012, by James Briggs, Park Planner
2. Resolution No. R-1213-46

and the question being upon adopting Resolution No. R-1213-46, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1213-46 was adopted.

* * * * *

Item 32, being:

RESOLUTION NO. R-1213-9: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-1**, SO AS TO PLACE LOTS 1 AND 7, BLOCK 1, AND A PORTION OF COMMON AREA A, GREENWAY PARK ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE OFFICE DESIGNATION AND REMOVE THE SAME FROM THE HIGH DENSITY RESIDENTIAL DESIGNATION. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

Councilmember Kovach moved that Resolution No. R-1213-9, Land Use Plan Amendment No. LUP-1213-1, be adopted and the NORMAN 2025 Land Use and Transportation Plan be amended according thereto, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. R-1213-9 dated June 12, 2012, by Jane Hudson, Current Planning Manager
2. Resolution No. R-1213-9, Land Use Plan Amendment No. LUP-1213-1
3. Location map
4. Staff Report dated July 12, 2012, recommending approval
5. Greenbelt Enhancement Statement Case No. 12-17 dated May 7, 2012, for Par-Mar, L.L.C. for Greenway Park
6. Predevelopment Summary Case No. PD-12-20 dated April 27, 2012, for Par-Mar, L.L.C. for property located at the southeast corner of 36th Avenue N.W. and Crossroads Boulevard
7. Greenbelt Comments
8. Pertinent excerpts from Planning Commission minutes of July 12, 2012

Participants in discussion
1. Mr. Sean Rieger, 136 Thompson Drive, attorney representing applicant

and the question being upon adopting Resolution No. R-1213-9, Land Use Plan Amendment No. LUP-1213-1, and upon the subsequent amendment, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1213-9, Land Use Plan Amendment No. LUP-1213-1, adopted; and the NORMAN 2025 Land Use and Transportation Plan was amended according thereto.

* * * * *

Item 33, being:

ORDINANCE NO. O-1213-2: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO AMEND THE PLANNED UNIT DEVELOPMENT NARRATIVE APPROVED WITH ORDINANCE NO. O-0506-1 SO AS TO CHANGE THE ALLOWED USES FROM OFFICE AND RESIDENTIAL TO OFFICE WITHIN GREENWAY PARK ADDITION, A PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 36TH AVENUE N.W. AND CROSSROADS BOULEVARD)

Ordinance No. O-1213-2 having been Introduced and adopted upon First Reading by title in City Council's meeting of August 28, 2012, Councilmember Kovach moved that Ordinance No. O-1213-2 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record
1. Text File No. O-1213-2 dated June 12, 2012, by Jane Hudson, Current Planning Manager
2. Ordinance No. O-1213-2
3. Location map
4. Greenway Park Addition, Planned Unit Development Narrative, submitted for approval of revised PUD on June 11, 2012, prepared by Sean Paul Rieger, The Rieger Law Group
5. Staff Report dated July 12, 2012, recommending approval
6. Pertinent excerpts from Planning Commission minutes of July 12, 2012

Item 33, continued:

and the question being upon adopting Ordinance No. O-1213-2 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-2 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1213-2 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1213-2 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-2 was adopted upon Final Reading as a whole.

* * * * *

Item 34, being:

RESOLUTION NO. R-1213-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN, **LAND USE PLAN AMENDMENT NO. LUP-1213-2**, SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE INSTITUTIONAL DESIGNATION AND REMOVE THE SAME FROM THE LOW DENSITY RESIDENTIAL DESIGNATION FOR THE HEREINAFTER DESCRIBED PROPERTY. (701 AND 703 EAST EUFAULA STREET)

Councilmember Griffith moved that Resolution No. R-1213-25, Land Use Plan Amendment No. LUP-1213-2, be adopted and the NORMAN 2025 Land Use and Transportation Plan be amended according thereto, which motion was duly seconded by Councilmember Kovach;

Items submitted for the record
1. Text File No. R-1213-25 dated July 17, 2012, by Jane Hudson, Current Planning Manager
2. Resolution No. R-1213-25, Land Use Plan Amendment No. LUP-1213-2
3. Location map
4. Staff Report dated August 9, 2012, recommending approval
5. Pertinent excerpts from Planning Commission minutes of August 9, 2012

Participants in discussion
1. Mr. Sean Rieger, 136 Thompson Drive, attorney representing applicant

and the question being upon adopting Resolution No. R-1213-25, Land Use Plan Amendment No. LUP-1213-2, and upon the subsequent amendment, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Resolution No. R-1213-25, Land Use Plan Amendment No. LUP-1213-2, adopted; and the NORMAN 2025 Land Use and Transportation Plan was amended according thereto.

* * * * *

Item 35, being:

ORDINANCE NO. O-1213-5: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, IN THE O-1, OFFICE-INSTITUTIONAL DISTRICT WITH SPECIAL USE FOR A CHILD CARE CENTER, AND REMOVE THE SAME FROM THE R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH; OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ON THE NORTH SIDE OF EUFAULA STREET FROM STEWART AVENUE TO THE FIRST LOT EAST OF CARTER AVENUE AND ON THE SOUTHEAST CORNER OF STEWART AVENUE AND EUFAULA STREET)

Ordinance No. O-1213-5 having been Introduced and adopted upon First Reading by title in City Council's meeting of August 28, 2012, Councilmember Kovach moved that Ordinance No. O-1213-5 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. O-1213-5 dated July 17, 2012, by Jane Hudson, Current Planning Manager
2. Ordinance No. O-1213-5
3. Location map
4. Staff Report dated August 9, 2012, recommending approval
5. Letter dated May 31, 2012, from Ken Huddleston, Pastor, Immanuel Baptist Church, to City of Norman Planning Department
6. Predevelopment Summary Case No. PD 12-22 dated June 28, 2012, for Center for Children and Families, Inc., generally located at 701, 702, 703, 706, 711, 715, and 719 East Eufaula; 210 South Cockrel; and 223 South Carter
7. Norman Greenbelt Comments from June 18, 2012
8. Norman Greenbelt Enhancement Statement dated June 2, 2012, for CCFI, Inc., 701, 702, 703, 706, 711, 715, and 719 East Eufaula; 210 South Cockrel; and 223 South Carter
9. Center for Children and Families, Inc., informational flyer
10. Pertinent excerpts from Planning Commission minutes of August 9, 2012

and the question being upon adopting Ordinance No. O-1213-5 upon Second Reading section by section, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-5 was adopted upon Second Reading section by section.

Thereupon, Councilmember Kovach moved that Ordinance No. O-1213-5 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Griffith; and the question being upon adopting Ordinance No. O-1213-5 upon Final Reading as a whole, the roll was called with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and Ordinance No. O-1213-5 was adopted upon Final Reading as a whole.

* * * * *

MISCELLANEOUS DISCUSSION

City Council Salaries. Mr. Evan Dunn, 1014 Missouri Street, said the City Council only makes $100 per month and he had attended several long City Council meetings and Committee meetings and that it takes many hours to be a City Councilmember. He said he appreciated all that Councilmembers do and he would support an increase in pay for Councilmembers.

Ms. Jeanette Coker, 620 East Main Street, said she had asked that Council appoint a task force to look into the expenses that Councilmembers incur while on Council, such as cell phone and gasoline expenses in addition to the time spent.

*

Downtown Farmers Market. Mr. Evan Dunn, 1014 Missouri Street, said a Downtown Farmers Market could be a way to make use of unused parking spaces in the City owned parking lot and would be a way to help surrounding communities sell produce and increase customers for downtown businesses.

*

Commercial Recycling. Mr. Evan Dunn, 1014 Missouri Street, said the contract with Waste Management for the curbside recycling program would be up for renewal soon and he suggested researching how much recycled material businesses generate. He said many businesses in high traffic areas generate a lot of waste and volunteers could monitor how much recycled material is produced on a working day versus a weekend day by intercepting and creating a log of what is used. He said this information could be provided to Waste Management to show there is a need.

*

Norman Transcript Article. Ms. Ann Gallagher, 1522 East Boyd Street, said an article was recently published in the Norman Transcript about roads under construction being opened up for the University of Oklahoma (OU) football traffic. She said many citizens were very upset by this wording because it was perceived that the City cared more about OU traffic than they did about the citizens of Norman.

*

High Density Dialogues. Ms. Cindy Rogers, 633 Reed Avenue, thanked the City for all of the High-Density Dialogues because they were very productive. She said she hoped Staff would take into consideration how this plan would affect the Norman 2025 Land Use and Transportation Plan as well as water usage and utilities.

*

God Bless Norman. Councilmember Spaulding said "God Bless Norman."

*

Shop Norman. Councilmember Griffith and Castleberry said "Shop Norman."

*

Library Book Sale. Councilmember Lockett reminded citizens about the Annual Book Sale at Norman Public Library on October 19th.

*

Bond Election. Councilmember Kovach expressed his appreciation to the Citizens Committee for working so hard and also to the voters for approving it. He said many of these issues have existed for a long time. He said the first time McGee/Lindsey was addressed was in 1970. He thanked Mr. Shawn O'Leary, Director of Public Works, who spoke at many meetings. He said it just shows that when you give the community a clear goal and clear need, they come together.

*

Miscellaneous Discussion, continued:

Veteran's Parade. Councilmember Gallagher announced the Veteran's Parade would be held on Sunday, November 11, 2012, to honor the returning 45th Infantry Division.

*

Constitution Week. Councilmember Gallagher said this is Constitution Week and the first ten amendments are very critical because they are there to insure the safety Americans have from an oppressive government. He said presently the United Nations is undergoing a persistent effort to try to eliminate small arms worldwide. He encouraged citizens to examine the first ten amendments and the freedoms citizens have and to obtain a pamphlet outlining and explaining these amendments.

*

Animal Shelter Project. Mr. Steve Lewis, City Manager, said the Animal Welfare Oversight Committee recently had a very productive meeting with the architects who were working on the remodeling and expansion of the Animal Shelter. He said Staff and the Animal Shelter Oversight Committee plan to bring to Council some preliminary plans at the end of October or in early November. He said it is hoped the project can be bid out no later than March, 2013.

*

Litter Control Program. Mr. Steve Lewis, City Manager, said the Litter Control Program had been reinstated and employees from Streets and Stormwater Division would begin working in high traffic areas and entryways into the community.

*

Gray Street Parking Lot. Mr. Steve Lewis, City Manager, said the Phillips Building had been demolished at 121 South Peters Avenue; however, there is still quite a bit of work to be done such as paving, drainage, gutter work, lighting, and installation of the parking system. He said the new parking lot should be ready by November 1, 2012.

*

Sales Tax. Mr. Steve Lewis, City Manager, said September sales tax figures had been received and there was a 4% increase over last year.

* * * * *

ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Griffith; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Castleberry, Gallagher, Griffith, Jungman, Kovach, Lockett, Spaulding, Williams, Mayor Rosenthal
NAYES:	None

The Mayor declared the motion carried and the meeting was adjourned at 7:57 p.m.

ATTEST:

City Clerk Mayor

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-54

File ID:	R-1213-54	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 4	**In Control:**	City Council
Department:	City Manager Department	**Cost:**		**File Created:**	09/19/2012
File Name:	Citizens Honor Roll of Service			**Final Action:**	

Title:

RESOLUTION NO. R-1213-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, HONORING THE 2012 RECIPIENT OF THE CITIZENS HONOR ROLL OF SERVICE.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-54.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 4

Attachments: Citizens Honor Roll of Service

Project Manager: Carol Coles, Administrative Assistant

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-54

Resolution

R-1213-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, HONORING THE 2012 RECIPIENT OF THE CITIZENS HONOR ROLL OF SERVICE.

§ 1. WHEREAS, City Council adopted the Citizens Recognition Policy on October 28, 2008, and wishes to acknowledge the leadership of its citizens on boards, commissions, and important civic projects; and

§ 2. WHEREAS, the Citizen Honor Roll of Service is intended to honor an individual whose work benefits or has benefited the quality of life in Norman by building on and making the efforts of government richer and more successful; and

§ 3. WHEREAS, award recipients are to be recognized for their specific deeds, actions, or contributions to the Norman community through community involvement, community leadership, and/or noteworthy citizen actions; and

§ 4. WHEREAS, Robert Ruiz was appointed to the Human Rights Commission in 2002 and served as its Vice-Chair in 2004 and as Chair from 2005 to 2007; and

§ 5. WHEREAS, Robert, as a community volunteer, was instrumental in founding the Hispanic Festival at the Norman Public Library which has become an annual event since 2004; and

§ 6. WHEREAS, Robert is one of the founding organizers of the Norman Music Festival and has been integral in growing this multi-day event into a premier festival; and.

§ 7. WHEREAS, In 2005, in the wake of the fatal shooting of a 17-year old youth by a Norman Police Office, Robert served as the City spokesperson and moderator of a dialogue that eased tensions and facilitated understanding of police-community relations within the City and his calm leadership allowed the City to defuse a potentially explosive situation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 8. That Robert Ruiz is hereby named the 2012 Recipient of the Citizens Honor Roll of Service for his unfailing dedication and contributions to the citizens of Norman.

PASSED AND ADOPTED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: P-1213-4

File ID:	P-1213-4	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 5	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	09/07/2012
File Name:	P-1213-4 Crop Hunger Walk			**Final Action:**	

Title: PROCLAMATION NO. P-1213-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 7, 2012, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1213-4 proclaiming Sunday, October 7, 2012, as CROP Hunger Walk Day in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 5

Attachments: CROP Walk Hunger Day

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File P-1213-4

P-1213-4

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, OCTOBER 7, 2012, AS CROP HUNGER WALK DAY IN THE CITY OF NORMAN.

§ 1. WHEREAS, at the end of World War II many people wanted to share our country's abundance with European war victims, and Church World Service and CROP's first purpose were to gather wheat and other crops from America's farms for shipment to Europe; and

§ 2. WHEREAS, today, locally-organized, Church World Service-sponsored CROP Walks are an important part of community life for more than 2,000 towns and cities in the United States, bringing together people of different faiths and diverse cultures; and

§ 3. WHEREAS, each year CROP Walks help more than 3,200 local food pantries, food banks, and meal sites in the United States provide food to neighbors in need, including Norman's Food and Shelter., Inc., and hungry people in over 80 countries; and

§ 4. WHEREAS, the annual Cleveland County CROP Walk has been part of our community for over 30 years and takes place this year on October 7th to help our community become aware of and concerned about hunger and its causes; and

§ 5. WHEREAS, the Cleveland County CROP Walk will raise funds to help fight hunger both locally and globally, and has raised over $145,000 in the past 10 years.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

§ 6. Do hereby proclaim Sunday, October 7, 2012, as CROP Hunger Walk Day in the City of Norman and urge all citizens to support this walk.

PASSED AND APPROVED this 25th day of September, 2012

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: P-1213-5

File ID:	P-1213-5	**Type:**	Proclamation	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 6	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	09/17/2012
File Name:	Domestic Violence Awareness Month			**Final Action:**	

Title: PROCLAMATION NO. P-1213-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2012, AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF NORMAN.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-1213-5 proclaiming the month of October, 2012, as Domestic Violence Awareness Month n the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 6

Attachments: Domestic Violence Awareness Month

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File P-1213-5

P-1213-5

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2012, AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF NORMAN.

§ 1. WHEREAS, the Women's Resource Center domestic violence program provided a safe place to stay for 328 women and children in Fiscal Year 2012, but they were forced to turn away 83 others due to lack of space; and

§ 2. WHEREAS, domestic violence is not confined to any specific group or people but affects people of all races, backgrounds, economic levels, education levels, family structures, ages, and religions; and

§ 3. WHEREAS, the crime of domestic violence violates members of our community's privacy, dignity, security, and humanity in the form of physical, emotional, sexual, psychological, and economic abuse; and

§ 4. WHEREAS, no one person, organization, agency, or community can eliminate domestic violence on their own, but we can work together to educate our entire population about what can be done to prevent domestic violence, support victims/survivors and their significant others, and increase support for agencies providing services to victims/survivors; and

§ 5. WHEREAS, advocates, professionals, volunteers, and community members concerned with domestic violence will devote the month of October to raising awareness on the causes, interventions, and prevention of this devastating crime; and

§ 6. WHEREAS, Norman's 2012 Domestic Violence Awareness Month campaign involves a community partnership which includes the Cleveland County Coordinated Response Team, Women's Resource Center, and the Norman Justice Alliance; reflecting the concern of domestic violence advocates, law enforcement, education, government, the faith community, and civic groups regarding this critical issue and its impact on Norman and its families; and

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

§ 7. Do hereby proclaim the month of October, 2012, as Domestic Violence Awareness Month in the City of Norman and reaffirm Norman's commitment to ending domestic violence in our community.

PASSED AND APPROVED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: AP-1213-13

File ID:	AP-1213-13	**Type:**	Appointment	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 8	**In Control:**	City Council
Department:	City Clerk Department	**Cost:**		**File Created:**	09/14/2012
File Name:	appointments			**Final Action:**	

Title: CONSIDERATION THE MAYOR'S APPOINTMENTS OF LOY MACARI TO THE HISTORIC DISTRICT COMMISSION AND HAL EZZELL TO THE DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 8

Attachments: Text File Appointments

Project Manager: Brenda Hall

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File AP-1213-13

body

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Loy Macari will fill the unexpired vacancy left by Julie Benningfield and Hal Ezzell will fill the unexpired vacancy left by Robert Castleberry. The terms are listed below.

HISTORIC DISTRICT COMMISSION
TERM: 09-25-12 TO 10-26-13: Loy Macari, 507 Chautauqua Avenue

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2
TERM: 09-25-12 TO 04-10-14: Hal Ezzell, 518 Chautauqua Avenue

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: RPT-1213-12

File ID:	RPT-1213-12	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 9	**In Control:**	City Council
Department:	City Council Finance Committee	**Cost:**		**File Created:**	09/07/2012
File Name:	Finance Director's Investment Report August 2012			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 31, 2012, AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 9

Attachments: Finance Directors Report August 31 2012

Project Manager: Anthony Francisco, Director of Finance

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-12

DATE: 06-Sep-12

TO: City Council

FROM: Anthony Francisco, Director of Finance
REVIEWED BY: Clint Mercer, Chief Accountant
PREPARED BY: Debbie Whitaker, Municipal Accountant III

SUBJECT: Breakdown of Interest Earnings by Fund

	MONTHLY COMPARISON				ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE13	MONTHLY INTEREST EARNINGS August 2012	MONTHLY % INCREASE (DECREASE)	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE13-YTD	INTEREST EARNINGS YTD FYE13	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	$8,583	$1,358	-84.18%	2.65%	$17,167	$3,281	-80.89%	3.49%
NET REVENUE STABILIZATION	N/A	$714	100.00%	1.39%	N/A	$1,383	100.00%	1.47%
PUBLIC SAFETY SALES TAX FUND	N/A	$4,705	100.00%	9.19%	N/A	$8,983	100.00%	9.56%
ROOM TAX FUND	$250	$117	-53.16%	0.23%	$500	$214	-57.20%	0.23%
CAPITAL PROJECTS FUND	$12,500	$14,325	14.60%	27.97%	$25,000	$22,581	-9.68%	24.03%
SINKING FUND	$2,083	$1,399	-32.84%	2.73%	$4,167	$3,646	-12.48%	3.88%
G.O. BOND FUND	$167	$78	-52.94%	0.15%	$333	$173	-48.20%	0.18%
WESTWOOD FUND	$625	$56	-91.00%	0.11%	$1,250	$96	-92.34%	0.10%
WATER FUND	$10,000	$9,321	-6.79%	18.20%	$20,000	$17,901	-10.49%	19.05%
WASTEWATER FUND	$8,333	$4,632	-44.42%	9.04%	$16,667	$8,103	-51.38%	8.62%
DEVELOPMENT EXCISE	$16,667	$6,723	-59.66%	13.13%	$33,333	$13,230	-60.31%	14.08%
SEWER SALES TAX	$5,000	$3,696	-26.08%	7.22%	$10,000	$7,155	-28.45%	7.61%
SANITATION FUND	$2,500	$1,026	-58.95%	2.00%	$5,000	$1,818	-63.64%	1.93%
PARKLAND FUND	$1,250	$581	-53.49%	1.14%	$2,500	$1,208	-51.67%	1.29%
RISK MANAGEMENT FUND	N/A	$652	100.00%	1.27%	N/A	$652	100.00%	0.69%
TRUST & AGENCY FUNDS	N/A	$3	100.00%	0.01%	N/A	$5	100.00%	0.01%
TAX INCREMENT DISTRICT	$1,701	$952	-44.05%	1.86%	$3,403	$1,928	100.00%	2.05%
SPECIAL GRANTS FUND	N/A	$277	100.00%	0.54%	N/A	$659	100.00%	0.70%
CLEET FUND	N/A	$13	100.00%	0.03%	N/A	$26	100.00%	0.03%
HOUSING	N/A	$0	100.00%	0.00%	N/A		100.00%	0.00%
SITE IMPROVEMENT FUND	N/A	$22	100.00%	0.04%	N/A	$42	100.00%	0.05%
ARTERIAL ROAD FUND	N/A	$224	100.00%	0.44%	N/A	$436	100.00%	0.46%
SEIZURES	$42	$341	718.74%	0.67%	$83	$460	451.58%	0.49%
	$69,701	$51,218	-26.52%	100.00%	$139,403	93,980	-32.58%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of $138.5 million as of 08/31/12 are represented by working capital cash balances of all City funds of approximately $ 67.23 million, outstanding encumbrances of $30.1 million, General Obligation Bond proceeds of $21.46, NUA revenue bond proceeds of $9.38 million, NMA bond proceeds of $3.94 million, and UNP TIF reserve amounts of $6.39 million.

INVESTMENT BY TYPE

August 31, 2012

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF AMERICA	GEN'L DEP.			0.25%	$499.66	$314,208.29	$314,208.29
BANK OF OKLAHOMA	GEN'L DEP.			0.15%	$5,015.36	$20,680,095.07	$20,680,095.07
BANK OF OKLAHOMA	WARRANTS PAYABLE					($2,159,260.09)	($2,159,260.09)
BANK OF OKLAHOMA	PAYROLL					($2,503,982.96)	($2,503,982.96)
BANK OF OKLAHOMA	COURT BOND REFUNDS					$245,925.51	$245,925.51
BANK OF OKLAHOMA	INSURANCE CLAIMS					($25,674.40)	($25,674.40)
BANK OF OKLAHOMA	LOCK BOX					$2,179,559.67	$2,179,559.67
**Subtotal					$5,515.02	$18,730,871.09	$18,730,871.09
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.01%	$3.38	$930,359.89	$930,359.89
BANCFIRST-NMA Sanitat.	MONEY MKT.			0.01%	$29.56	$3,673,402.48	$3,673,402.48
BANCFIRST-NMA Golf	MONEY MKT.			0.01%	$0.54	$270,896.52	$270,896.52
BANCFIRST-NUA Water	MONEY MKT.			0.01%	$39.67	$8,453,999.83	$8,453,999.83
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			0.01%	$51.06	$5,868,141.74	$5,868,141.74
REPUBLIC BANK UNP TIF	MONEY MKT.			0.40%	$172.96	$526,264.23	$526,264.23
FIRST FIDELITY	MONEY MKT.			0.25%	$55.72	$0.00	$0.00
BANK OF OKLAHOMA	MONEY MKT.			0.15%	$107.46	$425,975.06	$425,975.06
BANK OF OKLAHOMA	MONEY MKT.			0.15%	$132.46	$475,215.83	$475,215.83
BANK OF OKLAHOMA-Clean Wtr	MONEY MKT.			0.15%	$0.00	($32.30)	($32.30)
BANK OF OKLAHOMA- 2008A	MONEY MKT.			0.15%	$176.14	$728,534.13	$728,534.13
BANK OF OKLAHOMA-2008B	MONEY MKT.			0.15%	$301.31	$1,183,369.41	$1,183,369.41
BANK OF OKLAHOMA-2010	MONEY MKT.			0.15%	$312.49	$1,143,664.56	$1,143,664.56
BANK OF OKLAHOMA-2012A	MONEY MKT.			0.15%	$67.41	$278,800.20	$278,800.20
BANK OF OKLAHOMA-2012B	MONEY MKT.			0.15%	$3,648.52	$15,090,365.41	$15,090,365.41
BANK OF OKLAHOMA-2012C	MONEY MKT.			0.15%	$733.61	$3,034,200.05	$3,034,200.05
**Subtotal					$5,832.29	$42,083,157.04	$42,083,157.04
**Sweep/Overnight							
JP MORGAN	SHORT TERM			0.00%	$0.00	$3,170,010.19	$3,170,010.19
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/11	09/30/12	0.30%	$62.50	$250,000.00	$250,000.00
GREAT NATIONS BANK	CD	09/30/11	09/30/12	0.65%	$135.42	$250,000.00	$250,000.00
**Subtotal					$197.92	$500,000.00	$500,000.00
**U.S. Treasury Securities/Agency Securities							
FNMA	313359MNU3	11/30/10	08/01/12	0.73%	173.62	0.00	$0.00
FFCB	31331G2R9	03/31/10	12/07/12	1.58%	131.66	100,000.00	$100,445.00
US T-Note	912828MN7	05/20/11	02/15/13	0.48%	2,833.73	7,500,000.00	$7,541,025.00
FFCB	31331JBV4	06/30/11	02/21/13	0.49%	762.11	2,000,000.00	$2,013,760.00
FHLMC	312SX1EJ2	12/31/09	05/22/13	2.08%	3,534.60	2,000,000.00	$2,057,820.00
FHLB	3133XYHD0	07/22/10	06/14/13	1.05%	3,484.75	4,000,000.00	$4,043,960.00
FFCB	31331KET3	05/20/11	09/23/13	0.80%	3,314.66	5,000,000.00	$5,039,650.00
FHLB	313376UFO	03/30/12	01/29/14	0.38%	2,807.08	7,500,000.00	$7,513,875.00
FAMCA	31315PSG5	09/29/11	03/14/14	1.50%	900.18	2,000,000.00	$2,037,460.00
US T-Note	912828KV1	06/30/11	05/31/14	0.76%	2,157.23	3,500,000.00	$3,622,780.00
FHLB	313379SK6	08/31/12	07/02/14	0.40%	50.00	4,500,000.00	$4,510,080.00
FNMA	31398A3G5	08/31/11	09/08/14	1.50%	1,264.95	3,000,000.00	$3,063,420.00
FNMA	3136FPEW3	03/30/12	12/16/14	1.50%	450.89	1,000,000.00	$1,018,530.00
FFCB	3133EANJ3	05/31/12	05/01/15	0.50%	2,246.84	5,500,000.00	$5,518,920.00
FHLB	3133XWNB1	08/30/12	06/12/15	2.70%	506.32	3,170,000.00	$3,387,176.70
FNMA	3135G0LN1	05/31/12	07/02/15	0.50%	2,519.75	5,500,000.00	$5,518,535.00
FNMA	3136FPAB3	11/30/11	08/18/15	0.96%	2,007.86	2,500,000.00	$2,615,325.00
FNMA	31398A3T7	11/30/11	09/21/15	1.00%	1,675.69	2,000,000.00	$2,096,760.00
FHLB	3133796P9	04/30/12	10/30/15	0.60%	1,822.92	3,500,000.00	$3,520,370.00
FFCB	3133KS92	11/30/11	11/16/15	1.17%	2,440.45	2,500,000.00	$2,503,925.00
FHLB	3133724Y7	04/27/12	12/23/15	1.90%	1,633.99	3,000,000.00	$3,150,660.00
FNMA	3135G0ES8	05/31/12	11/15/16	1.30%	2,952.99	4,250,000.00	$4,384,895.00
**Subtotal					39,672.27	74,020,000.00	$75,259,371.70
TOTAL					51,217.50	138,504,038.32	$139,743,410.02

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: RPT-1213-13

File ID:	RPT-1213-13	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 10	**In Control:**	City Council
Department:	City Manager Department	**Cost:**		**File Created:**	09/07/2012
File Name:	Monthly Dept Report August 2012			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF AUGUST, 2012, AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 10

Attachments:

Project Manager: Carol Coles, Administrative Assistant

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-13

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: RPT-1213-14

File ID:	RPT-1213-14	**Type:**	Communication or Report	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 11	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	09/10/2012
File Name:	Wastewater Oversight Annual Report			**Final Action:**	

Title: SUBMISSION AND ACKNOWLEDGMENT OF RECEIPT OF THE WASTEWATER OVERSIGHT COMMITTEE ANNUAL REPORT AS OF JUNE 30, 2012.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 11

Attachments: Text File Wastewater Oversight Report, Wastewater Oversight Committee Annual Report, July 17 Wastewater Oversight Committee Minutes

Project Manager: Suzanne Krohmer, Budget Manager

Entered by: suzanne.krohmer@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File RPT-1213-14

Body

BACKGROUND: On November 13, 2001, the City Council and the Norman Utilities Authority (Council, NUA) approved Resolution No. R-0102-55, establishing a Citizen's Oversight Committee. The purpose of this "Wastewater Oversight Committee" is to ensure that "the voter-approved sales tax, excise tax and maintenance fee are spent in accordance with the ordinances approved in the August 14, 2001 election." The makeup of the Committee was amended by Resolution No. R-0102-55 to establish a Chair elected by the membership of the Committee. The enabling resolutions direct the Committee to prepare an annual report for the Council/NUA and the public to discuss the expenditure of the funds authorized by the August, 2001 wastewater referenda over the previous fiscal year.

DISCUSSION: The Wastewater Oversight Committee met periodically throughout fiscal year 2011-2012 (FYE 12) and reviewed the Council/NUA actions related to the expenditure of the authorized funds. The FYE 12 Annual Report focuses on the progress of projects in the City's Wastewater Master Plan.

RECOMMENDATION: It is recommended that the Council/NUA accept the Wastewater Oversight Committee's Annual Report for fiscal year 2011-2012.

THE CITY OF NORMAN
WASTEWATER OVERSIGHT COMMITTEE
ANNUAL REPORT, AS OF JUNE 30, 2012

On August 22, 2000 the Norman City Council passed a resolution to implement an immediate freeze on the approval of any additional final plats that would be served by the City of Norman Wastewater system due to ordinance conformance concerns. The Citizen's Oversight Committee was established a year later by the City Council on November 13, 2001 "for the purpose of insuring the voter approved sales tax, excise tax and maintenance fee are spent in accordance with the ordinances approved in the August 14, 2001, election." There are nine Committee members (two vacant currently):

Jayna Andrews, Ward 2
Dr. James Wilbanks, Ward 8
Jim Burleson, Ward 6
L. Merrill Snider, Ward 5
Chair Judith Wilkins, Ward 4
Delmar Burk, Ward 3
Council Member Tom Kovach, Ward 2 (annual appointment)

The Oversight Committee will continue in existence until the last of the projects financed by the Sewer Sales Tax (discussed below) has been completed. In relevant part, revenues from the three ordinances are to be spent as follows:

Sewer Maintenance Rate (Ordinance 0001-56) – "used and dedicated by the City exclusively for an upgraded sanitary sewer maintenance program to be established by the City and shall not be used to pay debt service on indebtedness. Funds collected shall be paid into a sewer maintenance fund and accounted for separately therein; such funds and the interest accruing thereon shall be used exclusively for an upgraded sanitary sewer maintenance program on a pay-as-you-go basis."

Sewer Sales Tax (Ordinance 0001-57, as amended by Ordinance 0203-42) – "to provide revenues for the financing of current capital needs in the City's wastewater system with said tax being in effect for a period of five years. Funds generated by the sales tax increase and interest thereon shall be dedicated and used by the city exclusively to finance current capital needs of the City's wastewater collection system on a pay-as-you-go basis; such funds shall not be used for future expansion of the wastewater system. It is further specifically directed that the City direct an amount not to exceed $8,169,333 for funding of 1,500,000 million gallons per day of capacity to be built at the new wastewater treatment plant. In addition, an amount not to exceed $3,500,000 shall be used for sludge handling at the existing south wastewater treatment plant."

Sewer New Development Excise Tax (Ordinance 0001-58) – "shall be used for the future expansion and improvement of the City's wastewater system. Funds collected shall be paid into the Wastewater Capital Account and accounted separately therein; such funds and the interest accruing thereon shall be used exclusively for wastewater expansion,

improvements and to pay debt service on obligations issued to finance said future improvements and expansion of said wastewater system."

The Oversight Committee has been reviewing documents and meeting since November 2001. In addition to the Ordinances cited above, the Committee has reviewed the report of the Citizen's Coalition on the Future of Wastewater, Norman's Wastewater Master Plan, and all of the contracts, resolutions and ordinances that have been considered by the City Council (Norman Utilities Authority Board of Trustees, or "NUA") relating to capital improvements to the wastewater system. Major ordinance, resolution or project discussions that have been held by the Committee during the period of July 1, 2011 through June 30, 2012 are discussed below.

Interceptor, Treatment and Sewer Maintenance Project Progress

During fiscal year 2011-2012, the Committee reviewed and endorsed Council/NUA actions authorizing the progress of several of the projects included in the Interceptor Improvement Plan and Sewer Maintenance Plan. The Interceptor Improvement Plan projects are funded in whole or in part by the Sewer Sales Tax (SST) and the Sewer Excise Tax (SET). The Sewer Maintenance program is funded by the monthly $5 Sewer Maintenance fee billed to sewer customers. This fee is used toward an upgraded sanitary sewer maintenance program to fix "worst things first". The sewer maintenance program has been a great success. Approximately 23.7 miles of interceptors and 55.3 miles of sewer lines have been replaced through the fiscal year 2010 program. All relevant Council/NUA actions were forwarded to the Committee for review and discussion, including design and construction contract awards, change orders and amendments. Among these were the following major actions:

Contract 0910-27, Change Order #2 – increase contract amount, acceptance and final payment for the Little River Interceptor, Phase III and Northwest Interceptor Projects

Contract 0910-34, Change Order #2 – increase contract amount and extend contract time for Lift Station D rehabilitation project

Contract 0910-185, Amendment #1 – extend contract for Phase II of the 2008 Canadian River Wasteload Allocation Study

Contract 1011-2, Change Order #2 - Phase 2 of the Sewer Maintenance Project FYE 2010

Contract 1011-131 – Roof replacements at the North and South Digester Control Buildings at the Wastewater Treatment Plant, final acceptance and payment

Contract 1011-148, Amendment #1 – increase contract amount and provide Preliminary and Final Engineering Design Services for the Phase 2 Water Reclamation Facility Improvements Project

Contract 1112-03 – Mustang Road and Interstate 35 River Gauging Stations along the South Canadian River

Contract 1112-52 – Roof replacements at the Wastewater Treatment Plant North Primary Clarifier Pump Stations and Storm Water Holding Ponds Blower Building and final acceptance and payment

Resolution 1112-82 – Appropriation from Wastewater Fund Balance to allow for the return of collected payback fees to the investors for the 36th Avenue Interceptor and Force Main Projects

Resolution 1112-97 – Adopting location map and ownership list associated with the 36th Avenue Interceptor payback project and authorizing release of certain properties no longer subject to payback

Resolution 1112-98 – Adopting location map and ownership list associated with the 36th Avenue Force Main payback project and authorizing release of certain properties no longer subject to payback

Contract 1112-108 – Removal and land application of liquid biosolids at the WRF

Easements 1112-14 & 1112-15 – Acceptance of permanent sewer and drainage easement for Tecumseh Interceptor project

Through the review of the documents that have been considered by the City Council/NUA, the Committee is performing its oversight role. The Committee has endorsed the actions of the Council/NUA in approving the preliminary and final design and construction of various projects funded by the Sewer Maintenance Rate, the Sewer Sales Tax and the Sewer Excise Tax.

Sewer Sales and Use Tax Collection and Review

The ½ percent (0.5%) Sewer Sales and Use Tax was effective from October 1, 2001 through September 30, 2006. During this period, the two tax sources generated a total of $32,099,157. Since the collection of the tax began, over $3.8 million has been earned in interest from the Sewer Sales Tax. Originally, it was estimated that $26,000,000 would be generated from the Sewer Sales Tax, to be used for sewer interceptor main projects ($19,300,000), treatment plant sludge handling process improvements ($3,500,000), and treatment capacity expansion ($3,200,000, to supply an additional 1.9 million gallons per day of capacity needed to serve existing and obligated sewer customers). The increase in revenues over the original projections is being used to offset the increase of the originally projected construction costs and to fund additional capital improvements to the Norman sewer system.

The Sludge Handling improvements at the existing water reclamation facility are complete. Improvements included installation of centrifuges for thickening and dewatering, primary digester mixing and cover improvements, construction of dewatered

sludge storage area, purchase of dewatered sludge transport and land application equipment and installation of automatic controls for the improvements. The project reduces our dependence on outside contract work for sludge disposal, frees up equalization basin holding capacity previously used for liquid sludge storage, and allows for the hauling and disposal of dewatered, rather than liquid, sludge. The project expenditures included $3,499,997 from the Sewer Sales Tax, $118,725 from the Water Reclamation Fund and $1,493,900 from an EPA grant. Total cost of the project was $5,112,622.

Progress on sewer interceptor/conveyance improvement projects is summarized below:

No.	Location	Status	Fund Source	Paid to Date	Remaining Budget
1	Normandy	Complete 12/02	100 % Sewer Excise	$ 645,307	$ 0
2	Lower Bishop	Complete 10/07	100 % Sewer Sales Tax	3,402,871	0
3	Upper Westside	Complete 6/06	100% Sewer Sales Tax	3,330,517	0
4	Brookhaven	Complete 10/06	100 % Sewer Sales Tax	2,324,746	0
5	Imhoff/Bishop	Complete 3/05	91% Sewer Sales Tax, 9% Sewer Excise	1,050,542	0
6	North Interceptor	Cancelled*	(see Little River 1 Project below)		
7	SE Bishop 1	Complete 1/04	28% Sewer Sales Tax, 72% Sewer Excise	413,041	0
7A	SE Bishop 2A	Complete 1/07	46% Sewer Sales Tax,	1,182,666	2,517,971
7B	SE Bishop 2B	Design	54% Sewer Excise		
8	Upper Bishop	Complete 2/08	98% Sewer Sales Tax, 2% Sewer Excise	2,248,490	0
9	Lower Westside	Complete 12/07	100% Sewer Sales Tax	5,270,491	92,264
10	Little River Lift Station, Little River 1 and Force Main	Cancelled*	48% Sewer Sales Tax 52% Sewer Excise	573,299	0
10	Lift Station D Rehabilitation	Construction	39% Sewer Sales Tax, 61% Sewer Excise	7,674,080	683,896
10	Lift Station D Force Main	Complete 8/09	67% Sewer Sales Tax, 33% Sewer Excise	533,132	0
10	Northeast Bishop	Complete 7/08	Sewer Excise	705,366	0
11A	Little River 2	Complete 02/09	54% Sewer Sales Tax,	2,968,182	0
11A	Little River 3	Complete 01/11	46% Sewer Excise		
11A	Northwest	Complete 02/11	68% Sewer Sales Tax, 32% Sewer Excise	823,622	0
11B	Industrial	Complete 06/09	28% Sewer Sales Tax, 72% Sewer Excise	1,147,461	71,285
11B	Tecumseh	Design	79% Sewer Sales Tax, 21% Sewer Excise	131,943	726,954
11B	Vo-Tech	Cancelled*	100% Sewer Sales Tax	23,235	5,748
12	Woodcrest	Design	100% Sewer Excise	129,258	1,730,743
	Total			$34,578,249	$5,828,861

* The cancelled Projects would have required aerial crossings of Little River, for which the Oklahoma Department of Environmental Quality denied a preliminary permit. These projects were replaced by the Lift Station D expansion projects (#10).

Monthly Financial Statements

The Committee continued to review monthly statements of revenues, expenditures and encumbrances for the various Wastewater Utility funds under the Committee's purview. These reports are received from the Committee's staff and are reviewed on a monthly basis and discussed at the quarterly or periodic meetings of the Committee.

Wastewater Treatment Plant Expansion and Improvements

The City's Wastewater Master Plan (WWMP) was adopted on November 13, 2001 by the NUA. The WWMP proposed construction of new interceptors to meet obligated and future capacity demands assuming implementation of a two-wastewater treatment plant (WWTP) scenario where sewage generated in northern areas of Norman would be conveyed to a WWTP within the Little River drainage basin. By its action in Resolution R-0506-151 (adopted June 13, 2006) and Contracts K-0405-164 and K-0607-147, the City Council/Norman Utilities Authority directed a "North Side Sewer Solution", whereby sewage would be transmitted to a large lift station to be built on the site of the future north side wastewater treatment plant, and conveyed to the existing South Canadian Treatment Plant for treatment. NUA's action in 2006 changed the phasing of the implementation of the sewage treatment capacity expansions included in the Wastewater Master Plan, by expanding at the existing WWTP before constructing the treatment facility in the Little River basin. Resolution R-0506-151 also noted that the North Side Sewer Solution would provide "the most economical solution" for serving the sewage treatment needs for the full build-out of the WWMP. The Committee discussed and endorsed this change to the original WWMP in 2005 and 2006.

By its further actions in Resolutions R-0708-78 (adopted January 22, 2008) and R-0708-92 (adopted February 26, 2008), the Council/NUA further delayed construction of a north side wastewater treatment plant by adopting a policy of reconstructing and expanding the existing Lift Station D and adjacent sewage holding facilities. The Committee had extensive discussion of the legal, financial and practical impacts of this decision. City of Norman Legal Department opinions dated January 8, 2005 and May 9, 2006 discuss the use of sales tax revenue generated from ordinance number O-0001-57, as amended by ordinance number O-0203-42, for current needs and the 1.5 million gallons of sewage capacity for current needs be provided by a new north side wastewater treatment plant. "To the extent improvements to Lift Station D are in furtherance of providing such capacity at a north side plant, we are advised that this is a legal expenditure of sales tax revenue generated from ordinance number O-0001-57, as amended." The Committee understood the underlying rationale for this further delay – the denial by the Oklahoma Department of Environmental Quality of a water quality certification for the construction of an aerial interceptor crossing the Little River. The Committee discussion resulted in an endorsement of the Council/NUA's action in 2008.

During periodic meetings, City staff informed the Committee that the expansion of Lift Station D enables 3.75 mgd to be moved out of the northern tier. Currently Lift Station D is handling 1 mgd of that 3.75 mgd capacity. Additionally, the new equalization basins allow for higher amounts during rain events. With an approximation of increasing by 400 households per year in the northern tier, the expansion will support capacity for an estimated 15 to 20 years.

The City of Norman Wastewater Master Plan (WWMP) completed in 2001, recommended expansion of the existing Water Reclamation Facility (WRF) from an average daily flow of 12 to 17 million gallons per day (MG/D). As a result of continued delays in expanding sewage treatment capacity, wherever the expansion is accomplished, as recommended by the 2001 WWMP, the Norman sewer system is nearing its treatment capacity. The system is currently at an annual average daily sewage in-flow to the Wastewater Treatment Plant (WWTP, Water Reclamation Facility, or WRF) of approximately 11 MG/D (91.7% of capacity). Wastewater treatment industry standards recommend that wastewater utilities begin planning and design of expanded treatment facilities when average daily inflow reaches 90 percent of current capacity, to meet the multi-year construction schedules for WRF expansions. If average daily sewage in-flow exceeds the system's treatment capacity, substantial enforcement actions can result.

The Norman Wastewater Utility has been planning and preparing for the implementation of the treatment capacity expansion directed by the 2001 Wastewater Master Plan for many years. The FYE 2012 budget assumed final design of the Norman WRF would be accomplished in 2012, followed by construction in FYE 2013 and 2014. This expansion will satisfy the original demand for 1.9 MG/D of additional treatment capacity to serve currently obligated customers (as of August 2000). The Phase 2 WRF improvements will likely include new influent flow metering, rehabilitation of four primary clarifiers, three new activated sludge treatment basins, two new final clarifiers, new ultra violet light disinfection and effluent aeration processes, expansion of the Recycle Activated Sludge/Waste Activated Sludge pump station, sludge blending, digester cover improvements, two sludge thickening centrifuges as well as associated yard piping, electrical and instrumentation improvements. Project design and construction costs are currently estimated to total $53 million. Funding of the WRF expansion project will require a sewer rate increase, dedication of sewer system and Sewer Excise Tax revenues, and the issuance of sewer system revenue bonds.

On June 12, 2012, the NUA/Council approved Amendment Number One to Contract K-1011-148 with Garver Engineering Company, increasing the contract amount by $3,687,000 to provide for final design and construction bid preparation for the expansion of and improvements to the Norman Water Reclamation Facility. Prior to the Oversight Committee's July 17, 2012 meeting, the Committee reviewed voluminous documentation (minutes of public hearings, Council Committee meetings and presentations) of the discussions that led to the NUA's decisions regarding Contract K-1011-148. In summary, the NUA/Council's action to proceed with the WRF expansion was made with the replacement of over $2 million of Sewer Sales Tax funding with Sewer ratepayer funding for the design contract. While the Committee is encouraged that the WRF expansion is going forward, the Committee is concerned with the decision to "set aside"

Sewer Sales Tax funds previously budgeted for the WRF expansion. Since the current rate of inflation in construction costs far outweighs the rate of return on the investment of the Sewer Sales Tax funds, the set-aside of Sewer Sales Tax funds is not a good use of the funds that are dedicated for improvements to the sewer system to meet demands on the system as of August, 2000. The Committee recommends that these funds be used for their intended purpose sooner rather than later.

The current schedule for the Phase 2 WRF improvements is below.

Task	Actual Date
• Select Design Consultant for Phase 2 Improvements	March 2011
• Submit Engineering Report for Phase 2 Improvements	November 2011
• Initiate Final Design of Improvements	June 2012
	Estimated Date
• ODEQ Approval of Engineering Report	September 2012
• Phase 2A Improvements Design to ODEQ/OWRB	May 2013
• ODEQ/OWRB Approval of Phase 2A Improvements	July 2013
• Bid Opening for Phase 2A Improvements	August 2013
• Start Construction Phase 2A Improvements	October 2013
• Complete Construction of Disinfection Improvements	October 2014
• Complete Construction of Phase 2A Improvements	October 2015

Summary

The Oversight Committee is encouraged by the progress on the capital projects related to the wastewater system improvements planned since 2001. The Committee concurs with City staff that with the increase in capacity at Lift Station D, the sanitary sewer needs of development in the northern tier of Norman will be met for the next 15 to 20 years. The expansion of sewage treatment capacity at the Norman Water Reclamation Facility from 12 to 17 million gallons per day is the last major component of the improvements required to meet the current system demands contemplated in the voter referenda of August, 2001. City staff and private contractors have performed well in constructing the improvements on budget and on time, with as little disruption and inconvenience to the public as can be reasonably expected. The Committee will follow the progress of the treatment improvements through the expenditure of the last of the temporary sales and use tax funds which were approved in 2001. We look forward to the further progress and ultimate completion of these projects for the improvement of the Norman sewer system and for the quality of life in our city.

Citizen's Wastewater Oversight Committee Meeting
Council Study Session Room
201 West Gray
Norman, Oklahoma
Tuesday, July 17, 2012
8:15 AM

Members Present: Jayna Andrews, Delmar Burk, Greg Jungman, Merrill Snider, James Wilbanks, and Judith Wilkins

Members Absent: Jim Burleson

Others Present: Anthony Francisco, Suzanne Krohmer, and Jeff Bryant

Chair Wilkins called the meeting to order.

James Wilbanks moved and Jayne Andrews seconded to approve the minutes of the April 17, 2012 meeting. Motions passed unanimously.

Greg Jungman, newly appointed Council member, was welcomed to the Committee.

Utilities Department staff was not available to update the Committee on the various projects and the FYE 13 budget for projects.

Anthony Francisco presented update on FYE 13 budget. He reviewed the materials mailed to the Committee members that contained the minutes of the Council Study Session held previous to the Council meeting; and the minutes of the action items from the Council meeting held on June 12, 2012.

- Before final design contract was awarded, the Developers Association wanted to use excise sales tax programmed for North plant instead of South plant expansion.
- Remaining sales tax taken out of South plant project and put into Sewer Sales Tax Fund balance.
- Reserve/fund balance to be used for current needs.
- Awarded final South plant design funded by wastewater fees and excise tax – approximately $50 million dollar project.

Jeff Bryant – wastewater fee increase election to be set during the coming year.

Jayna Andrews – attended a study where developers and builders were concerned about why funds 321, 322, and 323 were established and legality of project fund.

Jeff Bryant – as long as current needs are addressed, funding is legal – sewer sales tax.

Merrill Snider – what does "current" mean in these discussions – needs now or anticipated needs.

Jeff Bryant – temporary sales tax for current needs.

- City is obligated to provide sewer service when land is platted – preliminary plat whether land is developed.
- Of the $32 million dollar sewer sales tax, City spent approximately $27 million dollars on current needs projects.
- Look at Wastewater Master Plan in 2007 and see if it is what we still want to do.
- Everyone is in agreement that the City needs expansion at South plant.
- Fee increase is supposed to make up difference between what we have versus what is needed – approximately $46 million dollars short.
- When sales tax is spent, Committee will be dissolved.
- Funding for South plant is combination of Wastewater Fund balance, bonding capacity (Revenue Bonds), and excise tax.
- Twenty-four to twenty-six percent increase in sewer fee rate if reserve fund balance is not used.

Jayne Andrews – on items 4 and 5, has questions (handout)

- Discussed Committee's role in promoting rate increase – make "recommendations" to Council. Has not been a rate increase since 1996.
- Time/deadline for South plant improvements? Department of Environment Quality can take punitive actions, if actions to make improvements to plant not made.
- We are at 90% capacity at South plant, so we are past the DEQ deadline.
- Design will take approximately one year which will give a more accurate cost to determine needed rate increase.
- Can interest on current sales tax be spent? Yes, interest is being accrued into that fund (.08% percent interest).

James Wilbanks – "We are losing money" in the reserves because of construction and commodity cost increases.

Jayna Andrews – Increases should be on wastewater rates, sales tax, and excise fee increase.

Difference between Excise taxes vs. Impact fee – Excise tax does not have to be tied to specific projects - Impact fee has to be applied to specific project. Norman's excise fee is very high for this region, but low nationally.

Do we have adequate capacity to serve the developments in north and west Norman if we expand South plant from 12 to 17 MGD? Yes, it will be sufficient for 20 years. Lift Station D renovations would satisfy the headworks for North plant.

Why are builders so adamant about North plant, if capacity is being met? They said they were "promised north plant" and developers want that.

If Lift Station D capacity is raised from the current 1.5 MGD to 4.5 MGD would take 7 to 8 years to reach capacity.

James Wilbanks - argument is capacity versus promise. Is it time to re-visit 2025 Wastewater Master Plan – originally it was 21.5 MGD for North and South plants in the 2001 Wastewater Master Plan. Council changed sequencing of meeting capacity needs. There is a limit to amount of raw waste that can be discharged in a river.

Let citizens know what is coming – August vote for "transportation needs" and during the coming year will be election for a wastewater fee increase – citizens need big picture of what increases are coming.

Resolution from Committee stating purpose of Committee – "ensure voter approval and that all three wastewater funds are spent in accordance with ....." Committee wants to word a recommendation after getting the minutes from this meeting.

Annual Report to Council – Committee wants staff to write. Committee can approve draft report and recommendation at a special meeting. Annual Report contains just past year's actions and progress.

The next scheduled meeting of the Wastewater Oversight Committee will be October 16, 2012, at 8:15 a.m. in the Council Executive Study Session Room. There will be a PowerPoint presentation of projects.

There being no further discussion, motion was made by Jayna Andrews and seconded by Judith Wilkins to adjourn the meeting. Motion passed unanimously and meeting adjourned at 9:37 am.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: BID-1213-17

File ID:	BID-1213-17	**Type:**	Bid	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 12	**In Control:**	City Council
Department:	Finance Department	**Cost:**	$109,350.00	**File Created:**	09/07/2012
File Name:	Bid No. 1213-17			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1213-17 FOR THE PURCHASE OF BUILDINGS AND CONTENTS INSURANCE AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of $109,350 to Affiliated FM as the lowest and best bidder meeting specifications and appropriate $5,350 from the Risk Management Fund Balance (043-0000-253.20-00) to Self Insurance/Liability & Property (043-3004-415.44-03).

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 12

Attachments: Text File Bid 1213-17, Listing of Vendors.PDF, Buildings and Contents Proposal

Project Manager: Clint Mercer, Chief Accountant

Entered by: clint.mercer@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File BID-1213-17

Body

BACKGROUND: The City of Norman self-insures against most risks (i.e., workers compensation, vehicle/equipment damage, employee health benefits, tort claims, etc.) but historically has purchased insurance to cover casualty losses to City buildings and contents. This insurance is purchased in a blanket amount but is limited to agreed-upon values of independent buildings and contents and subject to a deductible. It is important to note that contents include electronic data processing equipment.

The City of Norman has bid out its buildings and contents insurance through the competitive bid process. This year invitations to bid were extended to nine vendors. Last year's premium for this insurance was $98,591. The blanket amount requested in the current bid increased from $85,562,993 to $90,303,993 in the current year. This increase was due to the addition of several properties. We requested quotes that are based on a $5,000 deductible, $10,000 deductible and a $50,000 deductible.

The Oklahoma City area was hit with several weather disasters these past few years including a couple of tornadoes, a severe hailstorm, and a flood. In addition, this region of the country has experienced several severe natural disasters. Insurance payouts on these disasters reached in the billions.

DISCUSSION: Bids were mailed to nine different brokers/agents (see attachment). Bids were opened on September 6, 2012. One agent, Arthur J. Gallagher Risk Management Services, submitted a bid. Bid documents were returned for three of the nine agents as they had moved without a forwarding address. We obtained new addresses for two of the vendors and mailed a second bid request document to them. It is important to note that Arthur J. Gallagher is recognized as a large company in the insurance industry with access to many underwriters of a size that can quote on the coverage requested by the City of Norman.

Arthur J. Gallagher received responses from one underwriter, Affiliated FM. Affiliated FM is the underwriter that provides the City's current coverage. Their proposal is a premium of $109,350 on a $10,000 general deductible and a $100,000 deductible for wind and hail, flood and earthquake. We have had no issues with Affiliated FM's service in the previous year.

Arthur J. Gallagher noted that they contacted at least four other underwriters requesting coverage for the City in addition to Affiliated FM. Reasons for the lack of response from other underwriters included a decision to not add any additional exposure in this area at this time, or the other underwriters did not feel they could compete with Affiliated FM on price (see page 8 of Arthur J. Gallagher's bid proposal).

We solicited a three-year policy in our bid packet; however; in addition to having only one bid, Affiliated FM only offers to provide the policy for one year.

The City budgeted $104,000 in Fiscal Year 2013 to pay for building and contents insurance. An additional $5,350 is needed to cover the proposed Affiliated FM premium of $109,350.

RECOMMENDATION: Staff recommends awarding the bid to Affiliated FM with a premium amount of $109,350 for one year as it provides the lowest premium for coverage within acceptable deductible limits. Affiliated FM is the incumbent insurance carrier for the City. As noted above, an additional $5,350 is needed to fund this premium. We recommend $5,350 be appropriated from the Risk Management Fund Balance (043-0000-253.20-00) to the Liability and Property Account (043-3004-415.44-03).

Listing of Vendors:

Arthur J. Gallagher
Attn: Mitchell C. Robinson
1300 South Main
Tulsa, OK 74119

Hilb, Rogal and Hamilton Company
Attn: Gail Harris
One Leadership Square
211 N. Robinson, Suite 1100
Oklahoma City, OK 73102-7105

Liberty Mutual Insurance Company
Attn:
3503 NW 63rd Street, Suite 101
Oklahoma City, OK 73116

Hub International Rigg
Attn: Paul Stabler
5801 N. Broadway, Ste. 201
Oklahoma City, OK 73118

Agar, Ford, Jarmon, and Muldrow
Attn: Debbie Smith
3101 West Tecumseh road, Suite #202
Norman, OK 73072

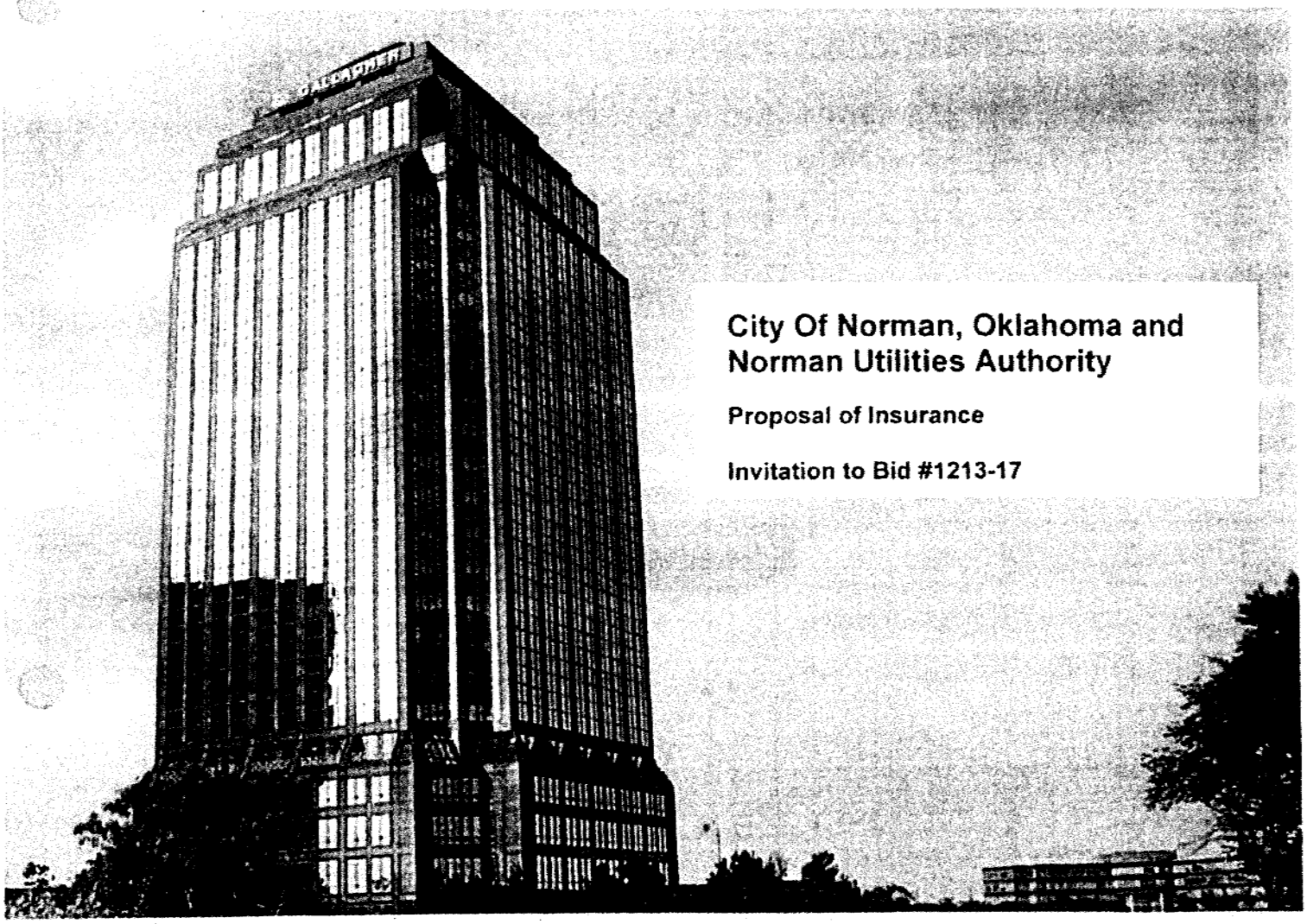
Holiday & Associates
Attn: Brent Holiday
6636 NW 39th Expressway
Bethany, OK 73008

Glenn Harris & Associates
Attn: Dan Cramer
P. O. Box 14790
Oklahoma City, OK 73113

Wausau Signature Agency
Attn: Lin Harvey
5100 N. Brookline, Suite 1055
Oklahoma City, OK 73112

Trident
Attn: Charles Tucker
10101 Reunion Place Suite 450
San Antonio, TX 78216

Arthur J. Gallagher Risk Management Services



City Of Norman, Oklahoma and Norman Utilities Authority

Proposal of Insurance

Invitation to Bid #1213-17

PROPOSAL OF INSURANCE
Property &
Equipment Breakdown

PRESENTED BY

Mitch Robinson, Producer
Arthur J. Gallagher Risk Management Services, Inc.
1300 South Main Street
Tulsa, OK 74119
Main- 918-584-1433 Direct 918-764-1665
Mitch_robinson@ajg.com

www.ajg.com

September 4, 2012

Table of Contents

City of Norman- Invitation to Bid #1213-17	
Our Commitment Service Team	3
Insurance Program Named Insureds	4
Premium Summary	5
Payment Plans	6
Bindable Quotations, Marketing Highlights & Compensation Disclosure Schedule	7
Market Review	8
Insurance Carrier Ratings and Admitted Status	9
Coverage Highlights- Property & Equipment Breakdown	11
Claims Reporting By Policy	15
Changes/Developments	16
Proposal Disclosures	17
Contingent and Supplemental Commission Disclosure	19
Client Authorization To Bind Coverage	20
Appendix	21
Client Commitment	22
The Gallagher Way	23
Arthur J. Gallagher & Co.	24
Gallagher Bassett Services, Inc.	25
Gallagher Benefit Insurance Services	26
Attachments	
Affiliated FM Quotation Effective 10/1/12-10/1/13	
Policyholder Disclosure Notice of Terrorism Insurance Coverage	
Statement of Values	

City of Norman
Office of the Purchasing Division
Norman, Oklahoma

INVITATION TO BID #1213-17

The City of Norman, Oklahoma, will open bids in the Conference Room of City of Norman, 201 West Gray, Building "C", on the below listed item at 2:00 P.M. on Thursday, September 6, 2012.

PROPERTY DAMAGE AND CONTENTS VALUE INSURANCE

All bids must be in the Office of the Purchasing Division, 201-C West Gray Street, Norman, Oklahoma, 73069, BEFORE THE FINAL CLOSING HOUR as shown on the Invitation to Bid. If bid is mailed, to be considered it should be addressed as follows:

Attention: Purchasing Division, Opening of Bids, City of Norman, P.O. Box 370, Norman, Oklahoma, 73070

In addition, the bid envelope should be plainly marked on both sides indicating the bid number.

The unit price must be stated on all items and totals extended, if required. BIDDER GUARANTEES UNIT PRICES TO BE CORRECT. To receive consideration, bids must be submitted on the City of Norman "Forms for Bidders" and "Bidders Proposal" (if applicable), which are hereby made part of this Invitation to Bid.

Alternate bids may be considered. If bidding an alternate, so state on the face of the Form for Bidders and fully describe the merchandise and include Manufacturer's literature. Unless the bidder identifies on the Form for Bidders that an alternate is being bid, the vendor will be expected to deliver merchandise as specified. Alternate bids shall not be submitted to circumvent the specifications.

The affairs of the City of Norman, whether in the conduct of its governmental or proprietary functions, involve the health, safety, and welfare of the public; and, because the item(s) specified are necessary and proper for the conduct of said affairs, any delay in the delivery of the item(s) being bid can jeopardize the health, safety, and welfare of the public, and can result in the incurring of additional expenses to the City. For these reasons, it is understood by the bidder; the date of delivery of the item(s) being bid herein is considered to be an integral part of this bid and may be considered in awarding the contract.

Discount and delivery date must be plainly stated on the Form for Bidders and Bidder's Proposal. Use ink, pen or typewriter in filling in quotation and initial any corrections. Bid and Affidavit must be signed in ink by an authorized representative of the company making the bid. Bidders should submit one original and one duplicate Form for Bidders and Proposals. All bids will be awarded by Section or Sections whichever is in the best interest of the City. Any bidders who fail to return the third consecutive invitation will be removed from the bid list. If the above procedures are not followed, bids may be disqualified. The right is reserved by the City to reject any or all bids or parts of bids. All bids are public records and are available during regular office hours.

CITY OF NORMAN
Office of the Purchasing Agent
Norman, Oklahoma

FORM FOR BIDDERS NO. #1213-17

City Controller's Office
Opening of Bids
City of Norman
Purchasing
P.O. Box 370
Norman, Oklahoma 73070

Bid Opening:
2:00 P.M.
September 6, 2012

Dear Sir:

The undersigned bidder declares that before preparing this bid, (s)he read carefully the detailed specifications and that his/her bid is made with full knowledge of the kind, quality, and quantity of the materials or services to be furnished.

The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the Office of the Purchasing Agent, at the following prices:

SECTION 1:			ANNUAL PREMIUM
Option 1:	PROP & CONTENTS INSURANCE-$5,000 deductible	$	No Bid
Option 2:	PROP & CONTENTS INSURANCE-$10,000 deductible	$	See Premium Summary for Details and Deductibles
Option 3:	PROP & CONTENTS INSURANCE-$50,000 deductible	$	No Bid

AFFIDAVIT OF NON-COLLUSION

STATE OF **Oklahoma**
COUNTY OF **Wagoner**)ss

Mitchell C. Robinson , of lawful age being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Bidder: Mitchell C. Robinson
By: **Mitchell C. Robinson**

Subscribed and sworn to before me this 4th day of September, 2012.

My Commission expires: 10/3/2013

Notary Public -- State of Oklahoma
MICHELLE C PRUITT
COMMISSION # 08010296
WAGONER COUNTY
Comm. Exp. 10-03-2012

Michelle C Pruitt
Notary Public

SECTION I: PROPERTY DAMAGE AND CONTENTS VALUE INSURANCE

A. INVITATION

Sealed bids will be received by the City of Norman, Oklahoma, until 2:00 p.m. on Thursday, September 6, 2012, then opened publicly at the Office of the Purchasing Agent, 201"C" West Gray Street, Norman, Oklahoma, 73069.

B. GENERAL BID REQUIREMENTS

All bids must:

1. Be presented in accordance with detail specifications attached hereto, and on file in the Office of the Purchasing Agent, 201 "C" West Gray Street, Norman, 73069.

2. Be submitted on the forms provided, and accompanied by a properly completed Non-Collusion Affidavit on the required specimen forms.

3. Be sealed in an envelope plainly marked "Bid for City of Norman Insurance Policies."

4. Be submitted on or before the time so set for the opening of bids in order to be considered.

5. Comply with the requirement that the insurance company to provide the coverage be authorized to do business in the State of Oklahoma by being an "admitted" carrier. If the company to provide insurance is a mutual company, policies must be non-assessable and an endorsement to this effect shall be submitted with the bid.

6. Requirements of OS Title 51, Chapter 5-151-170 – Political Subdivision Tort Claims Act will apply to these policies.

7. The City of Norman expressly reserves the right to reject any or all proposals, or to waive any informality in any proposal, in its own best interest. Proposals will be evaluated on insuring firms experience and capabilities, claims handling, as well as premium amount.

C. SUPPLEMENTAL REQUIREMENTS

1. Company Rating:

Financially rated by Best's Insurance Ratings A- or higher.

or

Any organization not rated by Best's may be approved with submission of an audited financial statement by a Certified Public Accountant. Additionally, any such proposer shall provide financial and program specifics of any reinsurance that make use of in discharging obligations of the type proposed with the bid proposal.

2. Service:

All bidders shall include in their proposal, statements relative to personnel and service available, including name of firm, if other than bidder who will provide:

a) Policy Writing Service – including endorsements. Include date when formal contract solicited will be available for City Legal Counsel to review.

b) Loss Prevention and Control – Resident Safety Engineer. Include details on scope of loss protection and loss prevention program proposed and qualifications for above.

c) Claims – Bidders shall detail qualifications of staff or service to provide claims investigation, adjustment, and defense.

d) Underwriting Service – Qualifications including years of service in field or area of protection offered by staff that will be available for consultation and general assistance should be provided.

3. Contract:

To assure maximum consideration – All bidders proposing coverage shall accompany proposals with documents to be used in the risk transfer transaction, including insuring agreements, limits, terms, conditions and exclusions. Additionally, any other documents that must be signed in connection with the proposed transaction shall be included for review.

4. Cancellation or Non-Renewable:

The proposer shall further certify no cancellation or non-renewal of the proposed protection shall take place unless the City of Norman shall have first been given sixty (60) days advance notice by registered mail.

5. Loss Data

Proposer shall provide within thirty (30) days following the expiration of each 180 day period of proposed protection of insurance, specific loss data (Claim Form) on all claims reported, to include but limited to:

a) Date of Loss
b) Claimant Name
c) Amount Paid and/or Reserved

d) Claim Status -	(1)	Open	0
	(2)	Closed	0
	(3)	Denied	0
	(4)	In Subrogation	0

6. Specifications Special Notes

The attached specifications are to be considered as minimum relative to coverage. In order to facilitate comparison, bidders are required to quote on the protection as outlined and on the bid forms provided in the specifications.

Any plan of insurance, additional information, different methods of handling coverage, increased protection, etc., not in specifications will be welcomed, but must be submitted separately as a voluntary alternate bid for the City of Norman's consideration. Bids must fully explain all terms and conditions of the offer being made.

Any exclusion of operations or exposure or proposed limitation of coverage endorsements shall be noted in proposal or restrictive endorsements proposed attached to the proposal.

The bidder is required to examine carefully the specifications and risks to be covered. It will be assumed that the bidder has made such investigation as to be fully informed as to the extent and character of the hazards and of the requirements of the specifications.

No warranty is made or implied as to information contained in these specifications.

Questions concerning bids or need of additional data should be directed to:

Clint Mercer, Chief Accountant, City of Norman, P.O. Box 370, Norman, Oklahoma, 73070 – telephone (405) 217-7720.

7. Policy Period:

October 1, 2012 through September 30, 2015, payable in annual installments. The first premium will cover the period of October 1, 2012 through September 30, 2013. Sixty (60) day minimum cancellation notification required.

8. Bid Guarantee:

All bids are guaranteed for six (60) days after bid opening.

9. Experience

Type	Date of Loss	Cause	Paid	Expense
Roof damage	Dec. 3, 1999	Wind	$4,978.50	$9,978.50
Roof damage	May 10, 2010	Tornado	$137,083.56	$142,083.56

10. Coverage: Real and Personal Property

a) Perils insured against: wind, extended coverage, vandalism, malicious mischief, and lightning.

b) Option 1 - $5,000 deductible per occurrence.

c) Option 2 - $10,000 deductible per occurrence.

d) Option 3 - $50,000 deductible per occurrence.

e) Items insured – See Addendum No. 1: Valuation Schedule

f) All coverage is to be provided on replacement cost basis.

g) Amount of insurance - $90,303,993 Blanket Insurance on Buildings, Contents, and Property in the Depreciation Recovery Cost.

Our Commitment
Service Team

Mitch Robinson has primary servicing responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME/TITLE	PHONE/FAX/MOBILE	EMAIL
Mitch Robinson Producer	918-764-1665(p) 918-289-2252(f) 918-230-4582(c)	Mitch_robinson@ajg.com
Michelle Pruitt Account Executive	918-764-1635(p) 918-289-2252(f) 918-740-2997(c)	Michelle_pruitt@ajg.com
Jennifer McKenzie Sr. Account Manager	918-764-7137(p) 918-289-2252(f)	Jennifer_mckenzie@ajg.com
Michelle Pruitt Certificate and Endorsement Requests	918-764-1635(p) 918-289-2252(f) 918-740-2997(c)	Michelle_pruitt@ajg.com
Roxanne Weber Claims Representative	918-764-1648(p) 918-582-1329(f)	Roxanne_weber@ajg.co m

Arthur J. Gallagher Risk Management Services, Inc.
Phone Number: 918-584-1433

Insurance Program
Named Insureds

Note: Any entity not named in this proposal, may not be an insured entity. This may include partnerships and joint ventures.

NAMED INSUREDS	LINE OF COVERAGE (LOC)
City of Norman, Oklahoma	Property and Equipment Breakdown
Norman Utilities Authority	Property and Equipment Breakdown

Premium Summary

LINE OF COVERAGE	EXPIRING PROGRAM CARRIER (EXPIRING)	ACTUAL COST (EXPIRING)		PROPOSED PROGRAM CARRIER	ESTIMATED COST	
Property & Equipment Breakdown	Affiliated FM Insurance Company	Premium	$96,153.00	**Affiliated FM Insurance Company**	**Premium**	**$106,725.00**
		Taxes	0.00		**Taxes**	**0.00**
		Engineering Fees	2,500.00		**Engineering Fees**	**2,625.00**
		Total	$98,653.00		**Total**	**$109,350.00**
		Optional Terrorism (Rejected for 11/12)	5,000.00		**Optional Terrorism**	**$5,000.00**
			$103,653.00			**$114,350.00**

Quote from **Affiliated FM Insurance Co.** is valid until 09/30/2012.

NOTE: Total Insured Values Increased By $2,891,000 for 10/1/12 Renewal

Premium for the above policies are due and payable as billing in full or as insurance company installments. Premiums may be financed subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required.

Gallagher is responsible for the placement of the following lines of coverage:
Property & Equipment Breakdown, Crime

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallaher representative.

This proposal applies to Property & Equipment Breakdown Only

12-12

Payment Plans

Carrier Payment Plan

LINE OF COVERAGE	CARRIER	GROUP	PAYMENT SCHEDULE	PAYMENT METHOD
Property & Equipment Breakdown	Affilited FM Insurance Company	Factory Mutual Insurance Company	In Full	Prepaid

Bindable Quotations, Marketing Highlights & Compensation Disclosure Schedule

Client Name: City Of Norman, OK and Norman Utilities Authority

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Marketing Highlights & Quotation Comments	Estimated Annual Premium 2	Comm % or Fee 3	Wholesaler, MGA or Intermediary 4	AJG Owned? Yes or No
Property & Equipment Breakdown	Affiliated FM Insurance Co	NA	Quoted	$106,725	15%	NA	NA

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10 % of the policy premium. Please refer to the Contingent and Supplemental Commission Disclosure or contact your Gallagher representative for additional information.

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
   * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
   * Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
4. * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

12-14

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

CARRIER	LINE OF COVERAGE	CARRIER POSITION
Affiliated FM	Property & Equipment Breakdown	Quoted
Travelers Insurance Company	Property & Equipment Breakdown	Declined- does not wish to insure any additional exposure in the zip code- would need a % deductible for wind/hail
Lexington Insurance Company	Property & Equipment Breakdown	Declined- premium would not be competitive with Affiliated FM and OK Surplus Lines Tax would apply (6%)
Chubb Insurance Company	Property & Equipment Breakdown	Declined- does not wish to add any additional exposure in the area at this time
Zurich Insurance Company	Property & Equipment Breakdown	Declined- unable to compete with Affiliated FM pricing at this time, also prefers not to quote bid accounts

Insurance Carrier Ratings and Admitted Status

PROPOSED CARRIERS	A.M. BEST'S RATING	ADMITTED/NON-ADMITTED
Affiliated FM Insurance Company	A + XV	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings
Rating and Levels and Categories

LEVEL	CATEGORY	
A++, A+	Superior	
A, A-	Excellent	
B++, B+	Good	
B, B-	Fair	
C++, C+	Marginal	
C, C-	Weak	
D	Poor	
E	Under Regulatory Supervision	
F	In Liquidation	
S	Suspended	

Financial Size Categories

FSC I	Up to 1,000	FSC IX	250,000 TO 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VII	100,000 to 250,000		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages. A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at http://www.ambest.com/ratings/notice.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best's Ratings), visit the A.M. Best website at http://www.ambest.com. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

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Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – INSURER

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Ratings – Insurer

	Rating	Descriptor	Definition
Secure	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B, B-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events affect their balance sheet strength or operating performance and rating implications cannot be evaluated due to a lack of timely or adequate information.

Rating Outlooks

Assigned to an Interactive Financial Strength Rating to indicate its potential direction over an intermediate term, generally defined as 12 to 36 months.

Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

Rating Modifiers

Modifier	Descriptor	Definition
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process.
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.

Affiliation Codes

Indicates rating is based on a type of affiliation with other insurers.	g	Group	p	Pooled	r	Reinsured

Not Rated Categories

Assigned to companies reported on by A.M. Best, but not assigned a Best's Rating.

NR-1: Insufficient Data.	NR-2: Insufficient Size and/or Operating Experience.	NR-3: Rating Procedure Inapplicable.
NR-4: Company Request.	NR-5: Not Formally Followed.	

Rating Disclosure

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's *Terms of Use* at *www.ambest.com*.

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Version 041410

Coverage Highlights

Coverage: Property
Carrier: Affiliated FM Insurance Company CAB
Policy Period: 10/1/2012 to 10/1/2013

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Loc #	Bldg #	Location Address	Bldg Description	Subject of Insurance/ Cause of Loss	Amount of Insurance	Coins %	Valuation Basis
		Per Statement of Values- See Attachment Section	Per Statement of Values	Blanket	$90,303,993	NA	Replacement Cost

12-18

Deductibles/SIR: See Affiliated FM Quotation (Attachment Section)

TYPE	COVERAGE	AMOUNT	AMOUNT BASIS
Deductible	All Other Losses	$10,000	Per Occurrence
Deductible	Boiler & Machinery	$10,000	Per Occurrence
Deductible	Boiler & Machinery- Bus Int	24 Hrs	Per Occurrence
Deductible	EDP	$10,000	Per Occurrence
Deductible	EDP – Malicious Code/Inst	48 Hrs	Per Occurrence
Deductible	Earthquake	$100,000	Per Occurrence
Deductible	Flood	$100,000	Per Occurrence
Dedutible	Wind/Hail	$100,000	Per Occurrence

Coverage Includes: See Affiliated FM Quotation (Attachment Section) for Extension of Coverage Sublimits

DESCRIPTION
Accounts Receivable
Boiler & Machinery
Business Income
Debris Removal
Demolition Cost
Fire Department Service Charge
Newly Acquired or Constructed Property
Newly Acquired Personal Property
Off-premises Power Failure Endorsement
Valuable Papers and Records

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	All perils are covered except those specifically excluded. Please note specific flood exclusions included in Affiliated FM Quotation (attachment section)

Exclusions Include, but are not limited to:

DESCRIPTION
Transmission and Distributions Systems Exclusion
Flood Exclusion- Specific Locations
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Date-related Losses (Y2K) Exclusion

Policy or Coverage Warranties:

DESCRIPTION
None at time of quotation

Binding Requirements:

DESCRIPTION
Signed Client Authorization to Bind Coverage Form (page 20)
Signed Policyholder Disclosure Notice of Terrorism Insurance Coverage Form (attachment section)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
See Affiliated FM Quotation (attachment Section)

Premium:

DESCRIPTION	TOTAL
Annual Premium	$106,725.00
Minimum Premium (Indicate if Minimum, Minimum Earned, or Minimum & Deposit):	NA
Taxes	$0.00
Engineering Fees	$2,625.00
Optional Terrorism Premium	$5,000.00
ESTIMATED PROGRAM COST	**$114,350.00**

Coverage Highlights
Coinsurance Illustration

Coinsurance Formula:
Insurance Carried + Insurance Required x Loss – Deductible = **Settlement**

Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	$1,000,000
Coinsurance Amount	=	80%
Deductible	=	$500
Insurance Required	=	$800,000 (80% of $1,000,000)
Insurance Carried	=	$400,000
Loss Incurred	=	$200,000

Settlement determined by applying the coinsurance formula:

$400,000
(Insurance carried) x 200,000 (Loss) – 500 (Deductible) = $99,500 Settlement
$800,000
(Insurance required)

Note: If the property in the above example is insured for the full insurance required ($800,000), the insured will recover $199,500. In the above example, the insured will suffer a $100,000 penalty for not being insured to the proper limit.

Claims Reporting By Policy

Reporting to Gallagher – Claims should be reported immediately:
All claims for the following primary and excess lines of business will be reported to the Gallagher claims representative designated in the service team commitment.

List Policy Types- Property & Equipment Breakdown

Claims Contacts:
Roxanne Weber Direct # 918-764-1648
Roxanne_weber@ajg.com

Claims should be reported immediately.

Changes/Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any new assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises, including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. For more information on Gallagher's compensation arrangements, please visit http://www.ajg.com/compdisclosure. In general, Gallagher may be compensated as follows:

Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which such commissions and fees may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent commission arrangements with intermediaries and insurance companies that provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace.

Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.

Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details. In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

AVC Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143

Terrorism Act Disclaimer	TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the most recent legislation eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the TRIEA legislation passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations.
Confidentiality Statement	We consider as confidential any information presented by **Arthur J Gallagher Risk Management Services, Inc.** in response to your "request for proposal," as well as subsequent verbal and written communications between our organizations. We ask that other brokers not have access to our material and that information presented in this proposal be shared only with those who have a need to know within your company. We make our commitment to you that information already received from you, and additional to follow, will be treated with the same high level of respect and confidentiality.
Actuarial Disclaimer	The information contained in this proposal is based on the historical loss experience and exposures provided to **Arthur J Gallagher Risk Management Services, Inc.**. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.
Pro-Rata/Undecided State Surplus Lines Billing Disclaimer	If you elect to bind coverage with a non-admitted carrier. Surplus lines taxes must be collected and remitted to your Home State, as defined in The Non-admitted and Reinsurance Reform Act. Your Home State has not yet established a process for the remittance of the non-Home State portion of the tax. We intend to bill the surplus lines taxes for the non-Home States, and hold these taxes until a process for remittance is established and payment to the non-Home State may be made. If no such process is established by the Home State, and the risk of future claim by the non-Home Sate is determined to no longer exist, then the taxes will be returned to you.

Contingent and Supplemental Commission Disclosure

Effective October 1, 2009, Arthur J. Gallagher & Co., and its subsidiaries operating as insurance agents/brokers under the corporate holding company known as Arthur J. Gallagher Brokerage & Risk Management Services, LLC, resumed participating in contingent commission arrangements which are routinely offered by insurance companies and intermediaries to agents and brokers, after voluntarily foregoing the benefit of this type of compensation since January 1, 2005. Contingent commission arrangements provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

During the time Gallagher's retail operations did not accept contingent commissions, some insurance markets and intermediaries, including Gallagher owned intermediaries, modified their commission schedule with Gallagher, resulting in an increase in some commission rates. The additional commissions, commonly referred to as "supplemental commissions," are known at the effective date of the policy, but some intermediaries and insurance companies are paying the commission increase apart and later from when the commission is normally paid at policy issuance.

Unlike contingent commissions, supplemental commission payments are determined **without** regard to any performance factors which are contingent on future growth, retention, profitability, etc.

Contingent and supplemental commission ranges from less than 1% up to 10% of written or earned premium on eligible lines of business (not all lines of business qualify).

NOTE: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated September 4, 2012, we accept the following coverage(s)..
Please check the desired coverage(s):

		LINE OF COVERAGE	CARRIER
☐ Accept	☐ Reject	Property & Equipment Breakdown	Affiliate FM Insurance Company

TRIA/TERRORISM COVERAGE		LINE OF COVERAGE	CARRIER
☐ Accept	☐ Reject	Bind TRIA Terrorism Coverage Act as quoted	Affiliated FM Insurance Company

PROVIDE QUOTATIONS OR ADDITIONAL INFORMATION ON THE FOLLOWING COVERAGE CONSIDERATIONS

Provide Quotations or Additional Information on the Following Coverage Considerations:

☐ Yes ☐ No	
☐ Yes ☐ No	
☐ Yes ☐ No	

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

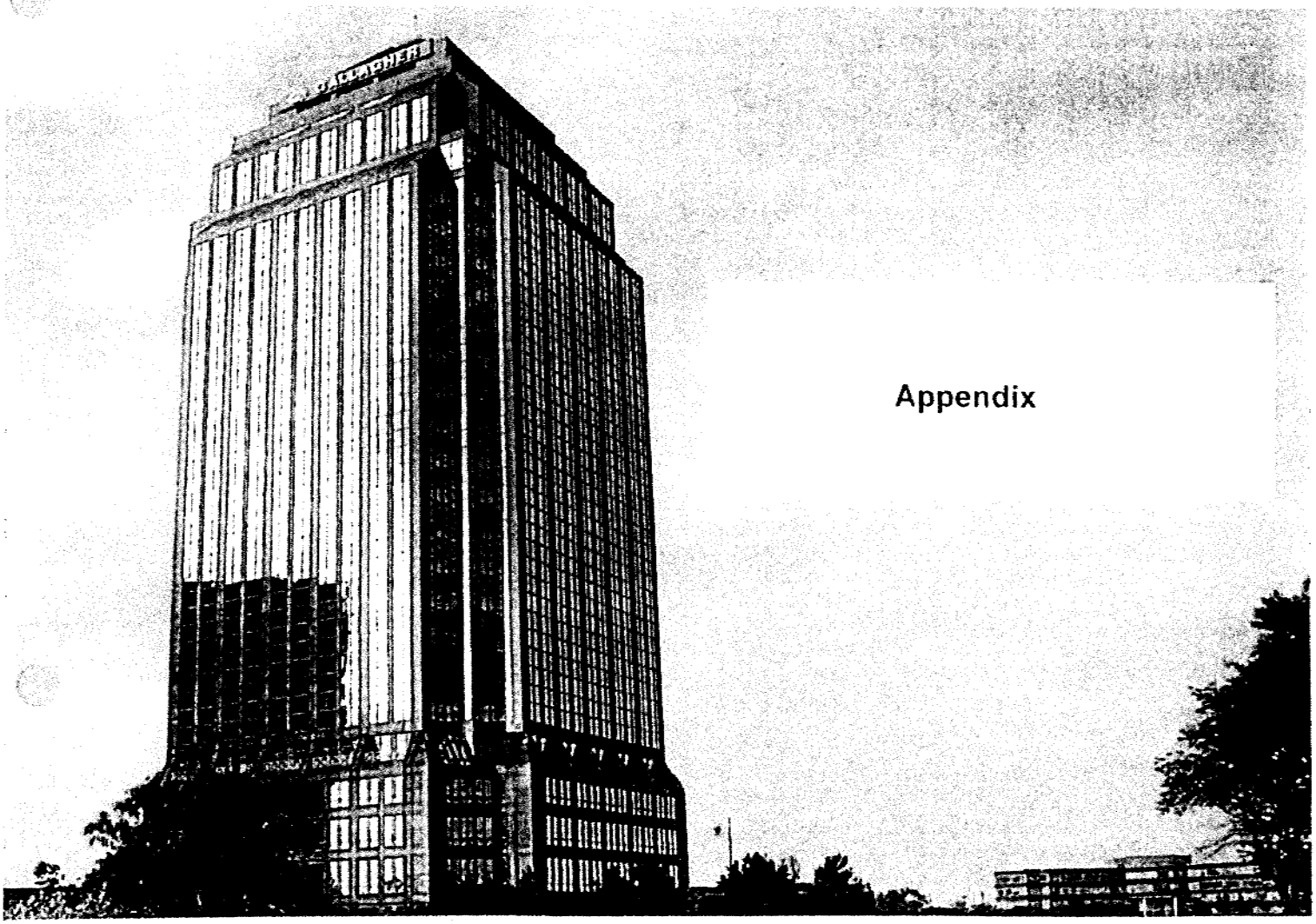
We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance placed pursuant to these binding instructions or not, shall not exceed $20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: _____
Signature — Specify: owner, partner or corporate officer

_____
Print Name

Date: _____



Appendix

Client Commitment

Our clients are our top priority, and we use every tool at our disposal to ensure that we honor that commitment.

Managing our client's risks is our highest commitment.

We try to anticipate our client's needs in advance.

We seek to understand the client's business, not just our own.

We always recommend that which is in the client's best interest, even if it diminishes our revenues.

We lead our clients to more effective risk management techniques.

We seek long-term relationships, not quick profits.

Getting the order is only the beginning of our commitment, not the end.

We never promise what we cannot produce.

Honesty and integrity are paramount. If we make a mistake, we admit it, and we make it right.

Every client, large or small, has full access to all of our expertise and capability.

The Gallagher Way

Shared values at Arthur J Gallagher & Co. are the rock foundation of the Company and our Culture. What is a Shared Value? These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. What are some of Arthur J Gallagher & Co.'s Shared Values?

1. We are a **Sales and Marketing Company** dedicated to providing excellence in **Risk Management Services** to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens – everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our Sales and Marketing. We can't make things happen without each other. **We are a team.**
16. Loyalty and respect are earned – not dictated.
17. Fear is a turn-off.
18. People skills are very important at Arthur J Gallagher & Co.
19. We're a very competitive and aggressive Company.
20. We run to problems – not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on – not turned off.
23. We are a warm, close Company. This is a strength – not a weakness.
24. We must continue building a professional Company – together as a team.
25. Shared values can be altered with circumstances but carefully and with tact and consideration for one another's needs.
26. When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

- Robert E. Gallagher – May 1984

Arthur J. Gallagher & Co.

Arthur J Gallagher & Co is one of the largest and fastest growing brokers and risk management service providers in the insurance industry. Since 1927, our company has been helping businesses and industries manage risk by performing the traditional insurance broker's function of planning and placing insurance.

Basic to our success is a commitment to meeting each client's particular needs. This commitment has enabled the company to grow from a two-person organization to our present ranking as one of the largest insurance brokers in the world.

The expansion of our company into a nationwide organization has been dramatic. We were true pioneers in the concept of risk management. We created the first self-insurance service organization, which was set up to administer all lines of coverage – Property, Workers Compensation, Auto, General and Professional Liability. This followed our early recognition of the changing needs of Risk Managers and has been accelerated by a rapidly changing environment.

Today Arthur J Gallagher & Co. has over 250 production offices throughout the U.S. and the world. Additionally, we have access to the important London Market through Arthur J Gallagher – UK and the third market in Bermuda via Arthur J Gallagher Bermuda, Ltd.

Gallagher Bassett Services, Inc.

Gallagher Bassett Services, Inc. is a division of Arthur J. Gallagher & Co. Whether your insurance program is a traditional first-dollar approach or a self-insured program, Gallagher Bassett Services, Inc. can assist you in your risk management program. Under a self-insured program, the benefits of Gallagher Bassett Services, Inc. are highlighted.

If your program is a more traditional approach, Arthur J. Gallagher & Co. as your broker, will work with you and the insurance carrier to use, the claims servicing and loss prevention services of the insuring company as effectively as possible. There may be problems that need special attention, in either loss prevention or claims, and Gallagher Bassett Services, Inc. can be used.

Areas of specialization of Gallagher Bassett Services, Inc. are:

- Claims servicing
- Loss prevention
- Property appraisals
- Special services:
  - Safety program development
  - Hazardous communication program
  - Supplement insurance carriers for special loss prevention problems, such as carpal tunnel syndrome.
  - Assist in adjustment of catastrophic losses under conventional insurance programs.

Fees for each will be quoted on a per project basis.

Gallagher Benefit Insurance Services

A Subsidiary of Arthur J Gallagher & Co.

Gallagher Benefit Services, a subsidiary of Arthur J. Gallagher & Co. provides complete brokerage and consulting services to clients. Our focus is on creating unique solutions to each client's program goals by finding the best alternatives to meet clients' needs.

We provide services in three areas:

Our brokerage capabilities extend from traditional coverage to specialty programs in the excess marketplace, including London. Gallagher Benefit Services is a leader in the development managed care reinsurance and other programs.

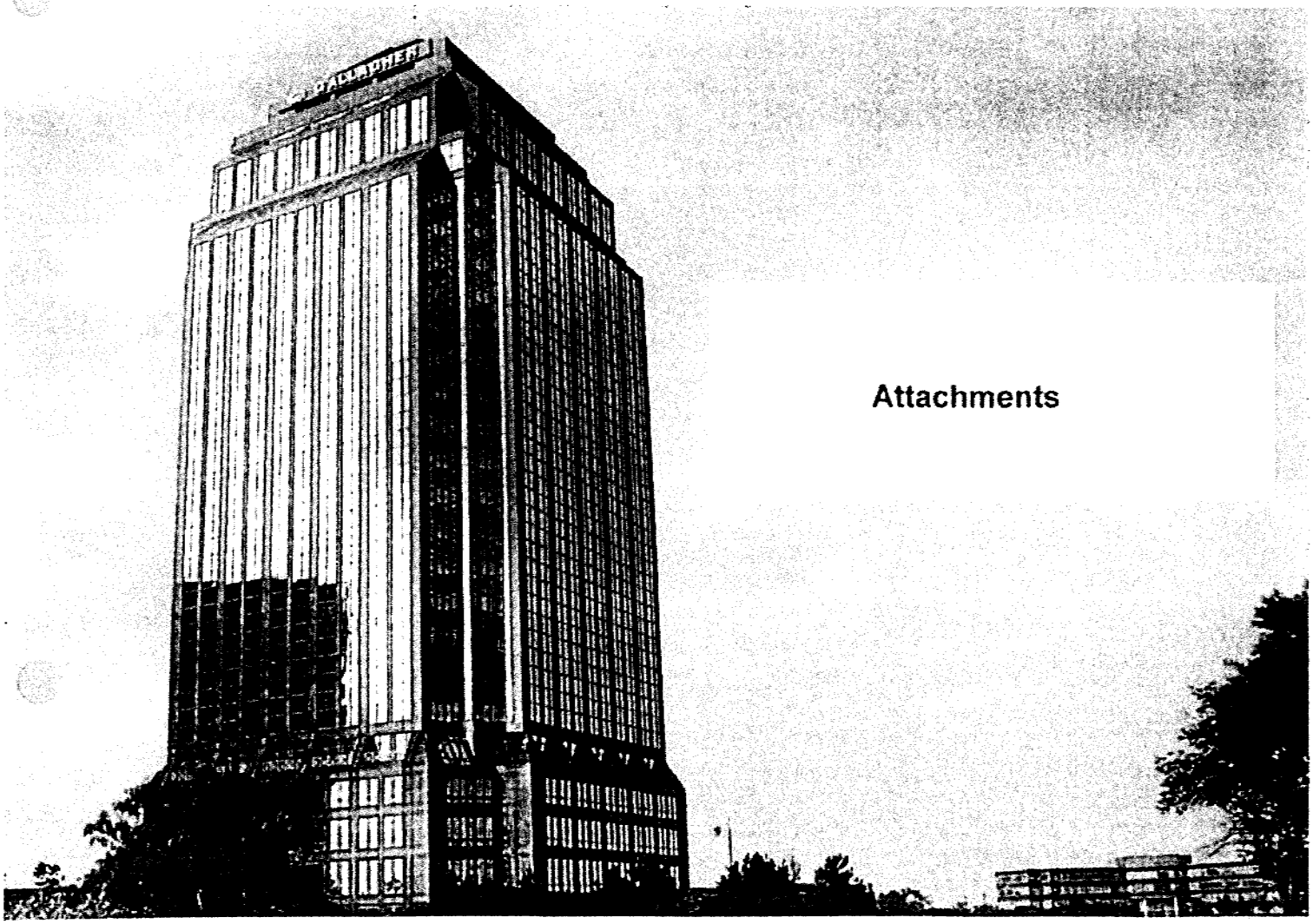
Our consulting services focus on helping clients identify and structure the best combination of alternatives, using both traditional marketplace solutions, and creating new programs. Gallagher Benefit Services is a leader in managed care consulting, focusing on provider arrangements and cost management potential.

We utilize the capacity of Gallagher Benefit Services, Inc., our wholly-owned third-party administrator, to deliver administrative services to both businesses and the provider community.

Our account executives form teams to service accounts, calling on our international expertise in the employee benefit arena. Each account executive is solely responsible for the long-term success of each client relationship. We believe in partnership, and deliver results.

National practice areas:

Retirement plan administration
Tax-sheltered annuity plans
Executive compensation programs



Attachments

Affiliated FM

INSURANCE PROPOSAL for City of Norman and Norman Utilities Authority

To: Mitch Robinson	At: Arthur J. Gallagher Risk Management Services, Inc.	Fax No.:
From: Emily Lochhead	Date: 30 Aug 2012	Pages:

A. POLICY TERM:

01-October-2012 to 01-October-2013

B. NAMED INSURED:

City of Norman and Norman Utilities Authority

C. POLICY LIMIT:

This company's liability will not exceed the respective Sub-Limits of Liability shown elsewhere for the coverages involved. However, in no event will the company's total Limit of Liability exceed $90,403,993 as a result of any one occurrence, regardless of the number of perils, coverages or locations involved.

D. INSURANCE PROVIDED:

All risks of direct physical loss or damage, as defined and limited herein, on Real Property, Personal Property, Extra Expense, including the Extensions of Coverage applying at the following described locations:

See Attached Location Schedule.

E. SUB-LIMITS:

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

1.	$50,000,000	Earth Movement (Annual Aggregate, for all coverages provided)
2.	$50,000,000	Flood (Annual Aggregate, for all coverages provided)
3.	$100,000	Extra Expense

F. EXTENSIONS OF COVERAGE (EOC) SUB-LIMITS:

The following sub-limits of liability will apply on a per occurrence basis for all coverages provided, unless otherwise stated below, and are part of, not in addition to the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

All Risk - Extensions of Coverage Sub-Limits:

1.	$100,000	Fire Fighting Materials and Expenses
2.	$100,000	Professional Fees
3.	$250,000	Expediting Expenses
4.	$100,000	Trees, Shrubs, Plants and Lawns not to exceed a limit of $1,000 per item
5.	$250,000	Pavements and Roadways
6.	$50,000	Land and Water Clean Up Expense (Annual Aggregate, for all coverages provided)

7.	$250,000	Installation Floater
8.	$2,500,000	Newly Acquired Property
9.	$1,000,000	Unnamed Locations Coverage
10.	$250,000	Fine Arts
11.	$500,000	Accounts Receivable
12.	$500,000	Valuable Papers and Records
13.	$500,000	Electronic Data Processing, Data and Media
14. Demolition and Increased Cost of Construction		
	Policy Limit	Item A: Undamaged Portion
	$1,000,000	Item B: Demolition
	$1,000,000	Item C: Compliance with the Law
	$1,000,000	Item D: Business Interruption
15.	$1,000,000	Errors and Omissions
16.	$250,000	Transit
17. Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement		
	$100,000	A. United States Certified Act of Terrorism coverage
	$100,000	B. Terrorism Coverage for Locations Outside of the United States (Annual Aggregate, for all coverages provided)
18.	$1,000,000	Fungus, Mold or Mildew
19.	$100,000	Deferred Payment
20.	$250,000	Off-Premises Service Interruption - Property Damage
21.	$100,000	Arson or Theft Reward
22.	$100,000	Money and Securities
23.	$100,000	Locks and Keys
24.	$100,000	Tenants Legal Liability and Expense
25.	$100,000	Soft Costs

Business Interruption - Extensions of Coverage Sub-Limits:

A.	30	Days of Civil or Military Authority
B.	Included in 20 above	Off-Premises Service Interruption

The above Extensions of Coverage sub-limits of liability will be the maximum payable for property damage and business interruption (if applicable) resulting from such property damage, or any combination thereof.

With respect to item A. the number of days is part of and not in excess to any other outstanding sub-limits of liability.

As respects the United States of America, its territories and possessions, the District of Columbia, the Commonwealth of Puerto Rico, the U. S. Virgin Islands; and Canada, Section D. Extensions of Coverage Item 9. Unnamed Locations and Section C. Additional Coverage Item 4. Property Removed from Described Locations are extended to Section D. Extension of Coverage Item 17. Terrorism with a sub-limit of liability of $100,000 (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined. Also a $100,000 Flood sub-limit of liability (if provided) (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined applies to Section D. Extension of Coverage Item 17. Terrorism.

Both of these sub-limits of liability applying to the Extension of Coverage Item 17. Terrorism do not apply to the Supplemental United States Certified Acts of Terrorism Endorsement.

These limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

G. DEDUCTIBLE AMOUNT:

The following deductible amounts shall apply per occurrence for loss or damage under this policy in the respective loss categories indicated:

1.	$100,000	Earth Movement (per occurrence for each location for all coverages provided).

2. $100,000 Flood (per occurrence for each location for all coverages provided).

3. $100,000 Wind and/or Hail (per occurrence for all coverages provided in this policy).

4. Boiler and Machinery:

A.Property Damage: $10,000

B.Business Interruption Waiting Period:

In the event of loss or damage insured by this policy, no coverage is provided for business interruption unless and until the period of interruption exceeds 24 hours beginning from the time of loss. The company's liability commences only after, and does not include, the waiting period.

5. Electronic Data Processing Equipment, Data and Media Deductible:

In the event of loss or damage to Electronic Data Processing (EDP) Equipment, Data and Media insured by this policy caused by the malicious introduction of a machine code or instruction, no coverage is provided unless the period of interruption exceeds 48 hours beginning from the time of insured loss. The company's liability commences only after, and does not include, the Waiting Period specified.

If the period of interruption exceeds 48 hours, the insured loss will be calculated based upon the amount of insured loss in excess of the Waiting Period and subject to a combined deductible for all coverages of $10,000 per location.

Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any Waiting Period.

6. $10,000 All Other Losses.

H. SPECIAL TERMS AND CONDITIONS:

1. **Extended Terrorism Coverage Endorsement**

Section F. Perils Excluded, Group I. Item 2. f) is amended to:

f. Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in Section D, Extensions of Coverage, 17. Terrorism. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the insured), then this Policy covers only to the extent the Actual Cash Value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any coverage provided in any Business Interruption Endorsement, if any, which may be a part of this Policy, or any extension of such coverage, or to any other coverages provided by this Policy.

Any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage which may be covered elsewhere in this Policy.

If any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, also comes within the terms of the hostile or warlike action exclusion of this Policy in Section F, Group I, 2.a), the hostile or warlike action exclusion applies in place of this exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this exclusion applies in place of the nuclear hazard exclusion of this Policy, Section F, Group I, 1.

2. **United States Certified Act of Terrorism 2008**

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **Terrorism** contained in Section H. DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy shall be considered **Terrorism** within the terms of this policy. Notwithstanding anything contained in this policy to the contrary, this policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this policy is not recoverable under this policy.

3. **Transmission and Distribution Systems Exclusion**

Section E., Property Excluded, is amended to include:

Transmission and distribution systems, including poles, towers and fixtures, overhead conductors and devices, underground or underwater conduit, underground or underwater conductors and devices, line transformers, service meters, street lighting and signal systems.

4. **Specific Flood Exclusion**

Coverage provided by Section C., Additional Coverage, Item 2. Flood: does not apply to any property situated at the following location(s):

10. Lift Station "D", West End, Little River Road, Norman, OK, 73071
15. Firing Range, 3942 Jenkins Avenue, Norman, OK, 73072
31. Firehouse Art Gallery, 444 South Flood Avenue, Norman, OK, 73069
88. Reeves Park Shop Bldg/Office, Reeves Park, Norman, OK, 73072
92. Community Intervention Center, 1900 West Robinson Street, Norman, OK, 73069

5. **Notice of Cancellation:**

Section G. General Conditions Item 17. Cancellation is replaced by the following wording:

17. **Cancellation:**

a) The first named Insured may cancel this policy at any time by surrendering the policy to this company or by mailing or delivering advance written notice of cancellation to this company.

b) This company may cancel this policy by mailing or delivering written notice of cancellation to the first named insured at the address as stated in the declarations section, not less than:

1) Sixty (60) days before the effective date of cancellation; or
2) Ten (10) days before the effective date of cancellation for non-payment of premium.

c) If this policy is cancelled, written notice of cancellation also will be mailed or delivered to Lenders Loss Payables and Mortgagees as their interests may appear in this policy or as shown on Certificates of Insurance issued on behalf of the first named Insured and on file with this company, not less than:

1) Sixty (60) days before the effective date of cancellation; or
2) Ten (10) days before the effective date of cancellation for non-payment of premium; or
3) Ten (10) days after the first named Insured cancels this policy.

Proof of mailing or delivery will be sufficient proof of notice.

d) This company will return unearned premium to the first named Insured:

1) On a pro-rata basis if this company cancels this policy.
2) At 90% of the pro-rata basis if the first named Insured cancels this policy.

6. **Mortgagee and Lenders Loss Payable Interests and Obligations**

The following is added to section G. General Conditions.

Mortgagee/Lenders Loss Payable:

a) Loss or damage, if any, to specified property insured under this policy shall be payable to each specified Mortgagee and Lenders Loss Payable (hereinafter collectively called Lender) as its interest may appear, in addition to the first named Insured or as the first named Insured directs.

b) This insurance as to the interest of the Lender shall not be invalidated by:

1) Any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
2) Foreclosure, notice of sale, or similar proceedings with respect to the property.
3) Change in the title or ownership of the property.
4) Change to a more hazardous occupancy.

The Lender will notify this company of any known change in ownership, occupancy, or hazard and, within 10 days of written request by this company, may pay the increased premium associated with such known change. If the Lender fails to pay the increased premium, all coverage under this policy will cease.

c) If the first named Insured fails to render proof of loss within the time provided in this policy, the Lender shall render proof of loss within sixty days after having knowledge of the first named Insured's failure in the form and manner provided by this policy, and, further, shall be subject to the provisions of this policy relating to Appraisal, Legal Action Against this Company, When Loss Payable and the time of payment and bringing suit.

d) Whenever this company shall pay the Lender for loss or damage under this policy and shall deny payment to the debtor, mortgagor or owner, this company shall, to the extent of such payment, be subrogated to the rights of the Lender under all collateral held to secure the debt or mortgage. No subrogation shall impair the right of the Lender to recover the full amount due. At its option, this company may pay to the Lender the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender to this company, and the remaining debt or mortgage will be paid to this company.

e) This company may invoke this policy's Suspension clause. The suspension of insurance will apply to the interest of the Lender in any machine, vessel, or part of any machine or vessel subject to the suspension. This company will provide the Lender at the last reported address a copy of the suspension notice.

f) All notices sent to the Lender shall be sent to its last reported address below.

Subject to this provision, loss, if any, under this policy will be adjusted with the first named Insured and made payable to or as the first named Insured directs and to the following:

Lender	Location/Interest

As their interests may appear in this policy or as shown on Certificates of Insurance issued on behalf of the first named Insured and on file with this company.

I. INDEX OF FORMS:

The following forms are made part of this policy:

Title	Form No.	Edition
Standard Fire Insurance Policy	1677-A	(1/00)
Declarations	S-1 PRO 3100	(1/08)
All Risk Property Coverage	PRO AR 3100	(10/09)
Business Interruption Endorsement Extra Expense	PRO EE 3260	(8/11)
Oklahoma Amendatory Endorsement	6242	(5/08)
Supplemental United States Certified Acts of Terrorism Endorsement	7312	(1/08)
Application of Policy to Date and Time Recognition	PRO DTR 2400	(11/00)

Total Premium **including** the United States Certified Act of Terrorism coverage: $111,725 at 15.00% commission

Total Premium **excluding** the United States Certified Act of Terrorism coverage: $106,725 at 15.00% commission

Total Premium for the United States Certified Act of Terrorism: $5,000 at 15.00% commission

If the option to purchase coverage for the United States Certified Act of Terrorism is elected, the Extension of Coverage Sub-Limit 17.A. will be amended to 17.A. $90,403,993

Engineering Fees: $2,625 at no commission.

Applicable state taxes, surcharges and fees are not included in this proposal. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this proposal letter and Affiliated FM forms versus your application are not provided.

This proposal expires <DATE>.

Location Schedule

1. Animal Control (New Facility), 3428 South Jenkins Avenue, Norman, OK, 73019
2. Reeves Garden Center, 405 East Constitution Street, Norman, OK, 73072
3. Concession/Restroom, 515 East Constitution Street, Norman, OK, 73072
4. Irving Recreation Center, 1920 Alameda Street, Norman, OK, 73071
5. Whittier Recreation Center, 2000 West Brooks Street, Norman, OK, 73069
6. Senior Citizens Center, 329 South Peters Avenue, Norman, OK, 73069
7. 12th Ave Recreation Center, 1701 12th Avenue Northeast, Norman, OK, 73071
8. Fire Station #4, 4145 West Robinson Street, Norman, OK, 73072, Index No. 002188.52
9. 24th Ave Booster Station, SW 24th Avenue, Norman, OK, 73069
10. Lift Station "D", West End, Little River Road, Norman, OK, 73071
11. Bldg Maint., 121 North Peters Avenue, Norman, OK, 73069
12. Fleet/Line Maint., 1301 Da Vinci Street, Norman, OK, 73069, Index No. 002188.53
13. Fire Training Tower, 1472 Da Vinci Street, Norman, OK, 73069
14. Lindsey Street Yard - Office, 676 East Lindsey Street, Norman, OK, 73069
15. Firing Range, 3942 Jenkins Avenue, Norman, OK, 73072
16. Park Maint., 215 East Constitution Street, Norman, OK, 73072
17. Transfer Station, 3901 Chautauqua Avenue, Norman, OK, 73072
18. Fire Station #1, 411 East Main Street, Norman, OK, 73071
19. Fire Station #2, 2211 West Boyd Street, Norman, OK, 73069
20. Fire Station #3 (New), 500 East Constitution Street, Norman, OK, 73072
21. Fire Station #5 and Little Axe Center, 1000 168th Avenue Northeast, Norman, OK, 73026
22. Fire Station #6, 7405 Alameda Drive, Norman, OK, 73026
23. Fire Station #7 & Training Center, 2207 Goddard Avenue, Norman, OK, 73069
24. Police/Court Building B, 201B West Gray Street, Norman, OK, 73069, Index No. 002188.61
25. Special Ops Facility, 4323 Country Club Terrace, Norman, OK, 73072
26. Municipal Building A, 201A West Gray Street, Norman, OK, 73069, Index No. 002188.61
27. Municipal Building 201, 201 West Gray Street, Norman, OK, 73069, Index No. 002188.61
28. Municipal Building C, 201C West Gray Street, Norman, OK, 73069, Index No. 002188.61
29. Sooner Theatre, 101 East Main Street, Norman, OK, 73069
30. Juvenile Services, 1 West Gray Street, Norman, OK, 73069
31. Firehouse Art Gallery, 444 South Flood Avenue, Norman, OK, 73069
32. Museum, 508 North Peters Avenue, Norman, OK, 73069
33. Carriage House, 123 Beal Street, Norman, OK, 73069
34. Griffin Park, 1001 East Robinson Street, Norman, OK, 73071
35. Falls-Lakeview Bathroom, 3280 108th Avenue Northeast, Norman, OK, 73026
36. Santa Fe Railroad Depot Museum, 200 South Jones Avenue, Norman, OK, 73069
37. Andrews Park, 200 West Daws Street, Norman, OK, 73069
38. Lions Park, 444 South Flood Avenue, Norman, OK, 73069
39. Cascade Water tower, 3199 36th Avenue Northwest, Norman, OK, 73072, Index No. 002188.57
40. Rotary Park, Boyd & Wyle, Norman, OK, 73072
41. Lindsey Water tower, 600 East Lindsey Street, Norman, OK, 73069
42. Wellhouse #1, 2498 36th Ave NE, Norman, OK, 73026
43. Wellhouse #2, 1898 36th Avenue Northeast, Norman, OK, 73026
44. Wellhouse #3, 3098 36th Avenue Northeast, Norman, OK, 73026
45. Wellhouse #4A, 2598 9th Avenue Northeast, Norman, OK, 73071
46. Wellhouse #5, 1398 36th Avenue Northeast, Norman, OK, 73026
47. Wellhouse #6, 2498 East Robinson Street, Norman, OK, 73071
48. Wellhouse #7, 2799 36th Avenue Northwest, Norman, OK, 73072
49. Wellhouse #8, 1399 East Rock Creek Road, Norman, OK, 73071
50. Wellhouse #11, 3498 North Highway 77, Norman, OK, 73071
51. Wellhouse #12, 3998 North Highway 77, Norman, OK, 73071
52. Wellhouse #13, 4798 North Highway 77, Norman, OK, 73071
53. Wellhouse #14, 4198 North Highway 77, Norman, OK, 73071
54. Wellhouse #15, 4599 North Highway 77, Norman, OK, 73071

55. Wellhouse #16, 5099 North Interstate Drive, Norman, OK, 73069
56. Wellhouse #17, 1/2 mi N. of Franklin Rd, Norman, OK, 73026
57. Wellhouse #18, 5999 North Interstate Drive, Norman, OK, 73069
58. Wellhouse #10, 600 East Lindsey Street, Norman, OK, 73069
59. Wellhouse #19, 6398 North Interstate Drive, Norman, OK, 73072
60. Wellhouse #20, 6798 North Interstate Drive, Norman, OK, 73072
61. Wellhouse #21, 900 Blk of East Apache Street, Norman, OK, 73071
62. Wellhouse #23, NE 12th & Robinson, Norman, OK, 73071
63. Wellhouse #24, Carter & Robinson, Norman, OK, 73071
64. Wellhouse #25, 1/2 mi E. of NE 13th & Robinson, Norman, OK, 73071
65. Wellhouse #31, 3599 North Porter Avenue, Norman, OK, 73071
66. Wellhouse #32, 3298 12th Avenue Northeast, Norman, OK, 73071
67. Wellhouse #33, 1898 East Tecumseh Road, Norman, OK, 73071
68. Wellhouse #34, 3298 24th Avenue Northeast, Norman, OK, 73071
69. Wellhouse #35, 4298 24th Avenue Northeast, Norman, OK, 73071
70. Wellhouse #36, 2498 East Franklin Road, Norman, OK, 73071
71. Wellhouse #37, 3398 East Franklin Road, Norman, OK, 73071
72. Wellhouse #38, 4298 36th Avenue Northeast, Norman, OK, 73026
73. Wellhouse #39, 3798 36th Avenue Northeast, Norman, OK, 73026
74. Wellhouse #40, 4298 East Tecumseh Road, Norman, OK, 73026
75. Wellhouse #41, 5401 East Tecumseh Road, Norman, OK, 73026
76. Wellhouse #42, 5897 East Tecumseh Road, Norman, OK, 73026
77. Wellhouse #43, 5799 North Floyd Cox Drive, Norman, OK, 73026
78. Wellhouse #44, 6000 Corky Drive Northeast, Norman, OK, 73026
79. Wellhouse #45, 6799 Day Drive, Norman, OK, 73026
80. Wellhouse #46, 2198 72nd Avenue Northeast, Norman, OK, 73026
81. Wellhouse #47, 7799 East Rock Creek Road, Norman, OK, 73026
82. Wellhouse #48, 1399 Paso de Vaca Drive, Norman, OK, 73026
83. Wellhouse #49, 1200 72nd Avenue Northeast, Norman, OK, 73026
84. Robinson Water tower, 451 West Robinson Street, Norman, OK, 73069
85. Water Treatment Plant, 3000 East Robinson Street, Norman, OK, 73026, Index No. 002188.58
86. Wastewater Treatment Plant, 3500 Jenkins Avenue, Norman, OK, 73072, Index No. 002188.59
87. Compost Facility, 398 Bratcher-Miner Road, Norman, OK, 73072
88. Reeves Park Shop Bldg/Office, Reeves Park, Norman, OK, 73072
89. Fire Dept Admin, 415 East Main Street, Norman, OK, 73071
90. Westwood Pool/Equipment Maint. Building, 2400 Westport Drive, Norman, OK, 73069, Index No. 002188.60
91. East Tower - Radio, 3180 108th Avenue Northeast, Norman, OK, 73026
92. Community Intervention Center, 1900 West Robinson Street, Norman, OK, 73069
93. Fire Station #8, 3901 36th Avenue Northwest, Norman, OK, 73072
94. Wellhouse #51, 1198 48th Avenue Northeast, Norman, OK, 73026
95. Wellhouse #52, 859 36th Avenue Northeast, Norman, OK, 73026
96. Wellhouse #54, 4698 96th Avenue Northeast, Norman, OK, 73026
97. Wellhouse #55, 4799 72nd Ave NE, Norman, OK, 73069
98. Wellhouse #56, 3998 72nd Avenue Northeast, Norman, OK, 73026
99. Wellhouse #57, 6699 East Tecumseh Road, Norman, OK, 73026
100. Wellhouse #58, 8399 East Rock Creek Road, Norman, OK, 73026
101. Wellhouse #59, 4398 108th Avenue Northeast, Norman, OK, 73026
102. Wellhouse #60, 4303 84th Avenue Northeast, Norman, OK, 73026
103. Wellhouse #61, 4703 91st Avenue Northeast, Norman, OK, 73026
104. 101 West Gray Street, Norman, OK, 73069
105. 113 West Gray Street, Norman, OK, 73069
106. 115 West Gray Street, Norman, OK, 73069
107. CNG Facility, 2390 Goddard, Norman, OK, 73069
108. Smalley Center, 1507 West Lindsey, Norman, OK, 73069
109. Sewer Line Maint Storage Bldg, 1310 DaVinci, Norman, OK

110. Hall Park Maint. Shop, 1800 blk of Creighton Court, Norman, OK

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Insured Name: City of Norman **Date:** 8/30/12

Account Number: 1-57162

Insurer Name: Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A $100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED $100,000,000,000 DURING ANY PROGRAM YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED $100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF 10/1/12, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of $5,000. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

_____ _____

Policyholder/Applicant Signature Date

_____

Print Name

CITY OF NORMAN

PROPERTY SCHEDULE EFFE[illegible]E 10/1/2012

LOCATION	OCCUPANCY	SQ. FOOTAGE	Year Built	CONSTRUCTION	# of STORIES	FIRE SURPRESSION SYSTEMS	BUILDING VALUE	CONTENTS VALUE	COMPUTER & Phone
3428 S. Jenkins	Animal Control (New Facility)	5,254	2003	Concrete Block	1		472,860	20,000	38,700
	Animal Control (Old Facility)	2,654	1973	Concrete Block	1		238,860		
405 E. Constitution	Reeves Garden Center	2,302	1795	Brick/Masonary	1		207,180	10,000	-
	Concession Stand	1,150	2008	Concrete Block	1		103,500	10,000	
	Restroom	462	1978		1		41,580		
	Concession/Maint/Restroom	1,153	1977		1		103,770	10,000	
	Maintenance Shed	416	1982	Concrete Block	1		37,440		
	Maintenance Bldg West	400	2008		1		6,000		
	Indoor Facility	520	2008	Sheet Metal	1		50,000		
515 E. Constitution	Concession/Restroom	2,450	1977		1		162,000		
1920 Alameda	Irving Recreation Center	12,750	1975	Concrete Block	1		1,147,500	16,000	2,650
2000 W. Brooks	Whittier Recreation Center	12,750	1928	Concrete Block	1		1,147,500	16,000	2,650
329 S. Peters	Senior Citizens Center	12,860	1977	Joisted Mas.	1		1,028,800	25,000	4,525
1701 12th Ave NE	12th Ave Recreation Center	15,958	1972	Pre Cast Concrete	1		1,436,220	15,000	2,725
4145 West Robinson	Fire Station #4	4,880	1978	Brick/Masonary	1		390,400	35,000	5,745
	Brookhaven Water Tower		1977	Steel			3,000,000		
SW 24th Ave	24th Ave Booster Station	240			1		21,600	12,000	
West End Little River Rd	Lift Station "D"							1,500,000	
121 N. Peters	Bldg Maint.	10,000		Brick/Masonary	1		800,000	100,000	2,725
1301 DaVinci	Fleet/Line Maint.	28,652	1950	Steel Frame	1	Yes	2,578,680	270,000	56,900
	Fleet Sub Building - Small Brick	400		Brick/Masonary	1		32,000		
	Fleet Sub Building - Small Metal	820		Sheet Metal	1		73,800		
	Traffic	6,980		Brick/Masonary	1		558,400		
	Traffic Storage #1	680		Sheet Metal	1		61,200		
	Traffic Storage #2	680		Sheet Metal	1		61,200		
	Traffic Storage #3	1,050		Sheet Metal	1		94,500		
	Traffic Storage #4	2,424		Sheet Metal	1		218,160		
	Traffic Storage #5	1,200		Sheet Metal	1		108,000		
	Traffic Storage #6	1,200		Sheet Metal	1		108,000		
	Traffic Storage #7	1,440		Sheet Metal	1		129,600		
	Traffic Storage #8	1,500		Sheet Metal	1		135,000		
	Sanitation	3,040		Brick/Masonary	1		243,200		
1310 DaVinci	Sewer Line Maint Storage Bldg	1,200	2012	Sheet Metal	1		108,000		
2390 Goddard	CNG Facility		2012	Sheet Metal	1		15,000	1,100,000	
1472 DaVinci	Fire Training Tower	4,807	2007	Steel Frame	2		432,630	100,000	
676 E. Lindsey	Lindsey Street Yard - Office	6,660		Steel Frame	1		599,400	75,000	123,055
	Storage - Salt Barn	6,384		Sheet Metal	1		127,680		
	Back Building	7,540		Sheet Metal	1		678,600	5,500	9,300
	Chemical Bldg	960		Concrete Block	1		86,400		
	Lindsey Water Tower		1943				49,472		
3942 Jenkins Ave	Firing Range				1				
	Main building office - Classroom A	2,900			1		261,000	41,000	130,185
	Skeet Range Bldg - Range Tower	864		Wood Frame	2		64,800		
	Multi Use Storage/Traing/Maint.	5,000		Sheet Metal	1		450,000		
	Multi Use Storage/Traing/Maint. - Expar	3,550		Sheet Metal	1		319,500		
	Classroom B Office	1,280	1970		1		115,200		
	Range Building - Covered 50	429		Wood Frame	1		32,175		
215 E. Constitution	Park Maint.								
	Office Bldg	3,237	1950	Sheet Metal	1		291,330	3,000	4,800
	Shop	9,600			1		864,000	16,000	
39[illegible] Chatauqua	Transfer Station			Steel Frame	1		258,688		4,400
41[illegible] Main	Fire Station #1	9,665	1963	Concrete Block	1		869,850	110,000	31,235
22[illegible] W. Boyd	Fire Station #2	8,620	1970	Concrete Block	2		775,800	67,000	3,495
	Boyd Street Water Tower		1955	Steel			1,000,000		
500 E. Constitution	Fire Station #3 (New)	8,736	2007	Concrete Block	1		786,240	50,000	7,715
1000 NE 168th Ave	Fire Station #5 and Little Axe Center				1				4,075
	Little Axe Fire Station /C	4,764	1977	Precast Concrete	1		428,760	21,000	-

CITY OF NORMAN

PROPERTY SCHEDULE EFFE[illegible]E 10/1/2012

LOCATION	OCCUPANCY	SQ. FOOTAGE	Year Built	CONSTRUCTION	# of STORIES	FIRE SURPRESSION SYSTEMS	BUILDING VALUE	CONTENTS VALUE	COMPUTER & Phone
	Little Axe Restroom Conce	623		Concrete Block	1		56,070	5,000	
7405 E. Alameda	Fire Station #6	4,880	1982		2		439,200	22,000	7,995
2207 Goddard Ave	Fire Station #7 & Training Center	4,880	2004		1	Yes	439,200	48,000	40,000
	Storage Building	280	2007	Metal/Wood Frame	1		25,200		
201B West Gray	Police/Court Building B	20,540	1982	Fire Resistant	1		2,054,000	671,000	581,350
	Court Add-on	2,400	2009	Modular	1		180,000	38,000	32,500
4323 Country Club Drive	Special Ops Facility	6,100	1985	Concrete Block	1		549,000	90,000	67,455
201A West Gray	Municipal Building A	14,979	1978	Fire Resistant	1		1,497,900	216,000	431,180
201 West Gray	Municipal Building 201	17,000	2002	Fire Resistant	1	Yes	1,700,000	800,000	174,500
201C West Gray	Municipal Building C	18,510	1983	Fire Resistant	1		1,851,000	216,000	1,745,950
	Library	50,114	1985	Fire Resistant	1		5,011,400	175,000	
101 E. Main	Sooner Theatre	8,568	1929	Joisted Mas.	1		685,440	87,923	
1 West Gray	Juvenile Services	5,140	1945		1		385,500		
444 S. Flood	Firehouse Art Gallery	7,714	1983	Frame	1		578,550		
508 N. Peters	Museum	2,794	1899	Wood Frame	1		209,550		
123 Beale	Carriage House	878	1920	Wood Frame	1		65,850		
1001 E. Robinson	Griffin Park								
	Restroom/Concession	1,200	1987	Concrete Block	1		108,000	5,000	
	Concession Stand	960	1987	Concrete Block	1		86,400	5,000	
	Concession Stand	960	1987	Concrete Block	1		86,400	5,000	
	Concession Stand	960	1987	Concrete Block	1		86,400	5,000	
	Concession Stand	960	1987	Concrete Block	1		86,400	5,000	
	Pump House	90	1987	Concrete Block	1		8,100	1,000	
	Maintenance Bldg	5,124		Sheet Metal	1		100,000	200,000	
3280 108th Ave NE	Falls-Lakeview Bathroom	100	2001	Prefab	1		20,000		
200 S. Jones	Santa Fe Railroad Depot Museum	2,066	1909	Joisted Mas.	1		185,940		
1800 blk of Creighton Court	Hall Park Maint. Shop	1,200		Concrete Block	1		108,000	50,000	
200 W. Daws	Andrews Park								
	Building	1,490	1938	Joisted Mas.	1		134,100	10,000	
	Pool Bldg	255	1992	Concrete Block	1		22,950	40,000	
	Pump House	800					72,000		
	Canopy Cover - Over Amphitheater	Approx 60'X70'	2002	Tarpaulin w/ steel	1		42,286		
444 S. Flood	Lions Park								
	Restroom/Shelter	570	1974	Concrete Block	1		51,300	2,000	
	NE Restroom	358	1977		1		32,200		
3199 36th Avenue NW	Cascade Water tower		2000	Concrete Pier/Steel	1		4,000,000		
Boyd & Wyle	Rotary Park								
	Building	1,023	1940	Frame & Brick	1		76,725	10,600	
	Restroom	192	1975	Concrete Block	1		17,280		
600 East Lindsey	Lindsey Water tower		1943	Steel	1		1,000,000		
2498 36th Ave NE	Wellhouse #1	168		Concrete Block	1		15,120	40,000	
1898 36th Ave NE	Wellhouse #2	168		Concrete Block	1		15,120	40,000	
3098 36th Ave NE	Wellhouse #3	168		Concrete Block	1		15,120	40,000	
2598 9th Ave NE	Wellhouse #4A	168		Concrete Block	1		15,120	25,000	
1398 36th Ave NE	Wellhouse #5	168		Concrete Block	1		15,120	40,000	
2498 East Robinson	Wellhouse #6	168		Concrete Block	1		15,120	40,000	
2799 36th Ave NW	Wellhouse #7	168		Concrete Block	1		15,120	25,000	
1399 East Rock Creek Road	Wellhouse #8	168		Concrete Block	1		15,120	40,000	
3498 North Highway 77	Wellhouse #11	168		Concrete Block	1		15,120	25,000	
39[illegible] North Highway 77	Wellhouse #12	168		Concrete Block	1		15,120	25,000	
47[illegible] North Highway 77	Wellhouse #13	168		Concrete Block	1		15,120	25,000	
41[illegible] North Highway 77	Wellhouse #14	168		Concrete Block	1		15,120	25,000	
4599 North Highway 77	Wellhouse #15	168		Concrete Block	1		15,120	25,000	
5099 North Interstate Drive	Wellhouse #16	168		Concrete Block	1		15,120	25,000	
1/2 mi N. of Franklin Rd	Wellhouse #17	168		Concrete Block	1		15,120	25,000	
5999 North Interstate Drive	Wellhouse #18	168		Concrete Block	1		15,120	25,000	
600 East Lindsey	Wellhouse #10	168		Concrete Block	1		15,120	25,000	

12-47

CITY OF NORMAN

PROPERTY SCHEDULE EFFECTIVE 10/1/2012

LOCATION	OCCUPANCY	SQ. FOOTAGE	Year Built	CONSTRUCTION	# of STORIES	FIRE SURPRESSION SYSTEMS	BUILDING VALUE	CONTENTS VALUE	COMPUTER & Phone
6398 North Interstate Drive	Wellhouse #19	168		Concrete Block	1		15,120	40,000	
6798 North Interstate Drive	Wellhouse #20	168		Concrete Block	1		15,120	40,000	
900 Blk of E. Apache Dr.	Wellhouse #21	168		Concrete Block	1		15,120	25,000	
NE 12th & Robinson	Wellhouse #23	140		Concrete Block	1		12,600	25,000	
Carter & Robinson	Wellhouse #24	140		Concrete Block	1		12,600	25,000	
1/2 mi E. of NE 13th & Robinson	Wellhouse #25	140		Concrete Block	1		12,600	25,000	
3599 North Porter	Wellhouse #31	140		Concrete Block	1		12,600	40,000	
3298 12th Ave NE	Wellhouse #32	140		Concrete Block	1		12,600	40,000	
1898 E. Tecumseh Road	Wellhouse #33	140		Concrete Block	1		12,600	40,000	
3298 24th Avenue NE	Wellhouse #34	140		Concrete Block	1		12,600	40,000	
4298 24th Avenue NE	Wellhouse #35	140		Concrete Block	1		12,600	40,000	
2498 East Franklin Road	Wellhouse #36	140		Concrete Block	1		12,600	40,000	
3398 East Franklin Road	Wellhouse #37	140		Concrete Block	1		12,600	40,000	
4298 NE 36th	Wellhouse #38	140		Concrete Block	1		12,600	40,000	
3798 NE 36th	Wellhouse #39	140		Concrete Block	1		12,600	40,000	
4298 East Tecumseh Road	Wellhouse #40	140		Concrete Block	1		12,600	40,000	
5401 E. Tecumseh Road	Wellhouse #41	160		Concrete Block	1		14,400	40,000	
5897 E. Tecumseh Road	Wellhouse #42	160		Concrete Block	1		14,400	40,000	
5799 N. Floyd Cox Drive	Wellhouse #43	160		Concrete Block	1		14,400	40,000	
6000 NE Corky Drive	Wellhouse #44	160		Concrete Block	1		14,400	40,000	
6799 Day Drive	Wellhouse #45	160		Concrete Block	1		14,400	40,000	
2198 NE 72nd Ave	Wellhouse #46	160		Concrete Block	1		14,400	40,000	
7799 E Rock Creek Rd	Wellhouse #47	160		Concrete Block	1		14,400	40,000	
1399 Paso De Vaca	Wellhouse #48	160		Concrete Block	1		14,400	40,000	
1200 NE 72nd Ave	Wellhouse #49	160		Concrete Block	1		14,400	40,000	
1198 48th Ave NE	Wellhouse #51	200	2011	Concrete Block	1		14,400	40,000	
859 36th Ave NE	Wellhouse #52	200	2011	Concrete Block	1		14,400	40,000	
4698 96th Ave NE	Wellhouse #54	200	2011	Concrete Block	1		14,400	40,000	
4799 72nd Ave NE	Wellhouse #55	200	2011	Concrete Block	1		14,400	40,000	
3998 72nd Ave NE	Wellhouse #56	200	2011	Concrete Block	1		14,400	40,000	
6699 E. Tecumseh Rd	Wellhouse #57	200	2011	Concrete Block	1		14,400	40,000	
8399 E. Rock Creek Rd	Wellhouse #58	200	2011	Concrete Block	1		14,400	40,000	
4398 108th Ave NE	Wellhouse #59	200	2011	Concrete Block	1		14,400	40,000	
4303 84th Ave NE	Wellhouse #60	200	2011	Concrete Block	1		14,400	40,000	
4703 91st Ave NE	Wellhouse #61	200	2011	Concrete Block	1		14,400	40,000	
451 West Robinson	Robinson Water tower		1955	Steel	1		1,000,000		
3000 E. Robinson	Water Treatment Plant								
	Water tower		1966	Steel	1		580,125		
	Filter Bldg	11,947	1966				1,075,230	2,000,000	81,845
	Chemical Bldg	1,840		Concrete Block	2		165,600	3,000,000	
	Shop	1,183		Metal	1		106,470	100,000	
	Electrical Building	2,837	2010	Brick/Masonary	2		3,000,000		
	Diesel Fuel Tank		2010	Concrete	1			100,000	
	Mixing/Settling Basin #4			Concrete	1			425,000	
	Mixing/Settling Basin #3			Concrete	1			211,500	
	Mixing/Settling Basin #2			Concrete	1			50,000	
	Mixing/Settling Basin #1			Concrete	1			50,000	
	Recarbonation Basin 400/CY			Concrete	1			100,000	
	Recarbonation Basin			Concrete	1			100,000	
	Rate Control Vault				1			70,000	
	Storage Bldg	240			1		7,200	6,000	
	Yard Bldg	200			1		6,000	5,000	
	Rate Controller							70,000	
	1mil. Gal. Clearwell pumps						183,809	500,000	
	6.5 mil gal. clearwell							10,000	
	Underground Yard Piping								
	Outside Lights						55,000		

CITY OF NORMAN

PROPERTY SCHEDULE EFFE[illegible] 10/1/2012

LOCATION	OCCUPANCY	SQ. FOOTAGE	Year Built	CONSTRUCTION	# of STORIES	FIRE SURPRESSION SYSTEMS	BUILDING VALUE	CONTENTS VALUE	COMPUTER & Phone
	Recycle pump						20,000	80,000	
3500 S. Jenkins	Wastewater Treatment Plant								
	Main Control House	14,293	1987	Concrete Block	1		1,286,370	1,400,000	59,695
	North Primary/Secondary Digester	1,110	1987	Concrete Block	1		99,900	250,000	
	South Primary/Secondary Digester	1,110	1987	Concrete Block	1		99,900	250,000	
	South Primary Pump Station	693	1963	Concrete Block	1		62,370	102,561	22,600
	North Blower Bldg	3,906	2000	Concrete Block	1		351,540	373,000	
	North Primary Pump Station	300	1963	Concrete Block	1		27,000	36,000	
	Gravity Thickener Building	300	1963	Concrete Block	1		27,000	36,000	
	Westside Lift Station	2,167	2004	Concrete Block	1		195,030	934,500	
	Paint Storage Bldg	585	1957	Brick/Masonary	1		46,800		
	IPP Office/Lab Building	1,124	1963	Concrete Block	1		101,160	60,000	
	Fencing & Gates						50,000		
	Co-Generator							800,000	
	Ras/Was Pump Station							275,000	
	Blower Building	800			1		72,000	800,000	
398 Bratcher Minor Road	Compost Facility	480			1		36,000		330
Parks & Recreation	Reeves Park Shop Bldg/Office	9,600			1		864,000		10,050
415 E. Main	Fire Dept Admin	3,000			1		240,000	12,494	50,465
Westwood Pool	Equipment Maint. Building	5,000		Concrete Block	1		450,000	200,000	8,600
	Golf Club House	5,000			1		450,000	75,000	7,400
	Swimming Bath House	4,000			1		360,000	31,800	
	Control House-Auto Sprinker	300		Wood Frame	1		27,000	7,500	
	Storage Building	500		Wood Frame	1		40,000	3,000	
	Golf Cart Storage Building	4,000		Concrete Block	1		360,000	200,000	
	New Maintenance Building	2,400		Metal	1		60,000	100,000	
	New Pump Station	375		Concrete Block	1		30,000	50,000	
	Restrooms and Shelters	200 & 700			1		10,200		
	Swimming Pool E. W. Shelters						10,200		
	Tennis Courts, Light & Fence	52,000					15,300		
	Tennis Bldg	2,700					120,000		
	Park Equipment & Shelter	3,200					288,000		
	Waterslide & Tower						10,000		
	2 Pump Houses	500					45,000		
	Chlorine Building	50					2,500		
3180 108th Ave NE	East Tower - Radio	288					150,000	10,000	500,000
1900 W. Robinson	Community Intervention Center	900	pre 1967	Wood Frame	1		67,500		
3901 36th Ave NE	Fire Station #8	10,327	2011	Brick/Masonary	1	Yes	3,000,000	150,000	5,000
1507 West Lindsey	Smalley Center	32,233	1960	Concrete Block	1		1,450,000	10,000	50,000
101 W. Gray	Gray Street Properties	10,400	1955	Concrete Block	1		990,000		
113 W. Gray	Gray Street Properties	3,700	1940	Concrete Block	1		370,000		
115 W. Gray	Gray Street Properties	5,244	1940	Concrete Block	1		490,000		
							64,757,820	21,234,378	4,311,795
								Total	90,303,993

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: BID-1213-29

File ID:	BID-1213-29	**Type:**	Bid	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 13	**In Control:**	City Council
Department:	Utilities Department	**Cost:**		**File Created:**	08/27/2012
File Name:	Bid 1213-29 Copper Meter Yokes			**Final Action:**	

Title: CONSIDERATION AND AWARDING OF BID NO. 1213-29 FOR THE PURCHASE OF COPPER METER YOKES FOR WATER METERS, HDPE METER BOXES WITH CAST IRON LIDS, AND WATER LINE REPAIR CLAMPS FOR THE LINE MAINTENANCE DIVISION.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Copper Meter Yokes, HDPE Water Meter Boxes with Cast Iron Lids, and Section 2; and, if accepted, award the bid to American Waterworks Supply as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Section 1; and, if accepted, award the bid in the amount of $23.75 each to Ferguson Water Works as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Sections 3-10, 12, 14-25, 27, and 29-42; and, if accepted, award the bid to OKC Winwater Works as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject all bids meeting specifications for Sections 11, 13, 26, and 28; and, if accepted, award the bid to HD Supply Waterworks as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 13

Attachments: Text File Water Meters, Bid Tabulation Water Meters

Project Manager: David Hager, Water Treatment Superintendent

Entered by: paul.johnston@normanok.gov **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File BID-1213-29

Body

BACKGROUND: Division Water Maintenance crews utilize repair clamps to effect repairs on ruptured water mains. These clamps come in various lengths and diameters and are used according to specific type and extent of the break. Division specifications require all-stainless steel repair clamps due to the soil conditions of Norman. Each manufacturer uses stainless steel technology and all repair clamps are compatible among suppliers.

Copper meter yokes are used in connecting the water meter and residual service lines to the City water main. A purchase of approximately 500-700 copper meter yokes is foreseen for the fiscal year ending June 30, 2013 (FYE 13).

Bid No. 1213-29 also provides competitive prices for the purchase of high-density polyethylene (HDPE) meter boxes and cast iron meter lids for approximately 500-700 water meter services. These purchases will be made during the fiscal year ending June 30, 2013 (FYE 13).

DISCUSSION: Bid No. 1213-29 provides competitive prices for the purchase, on an as-needed basis, for varied repair clamps, copper meter yokes for water meters, and meter boxes. Six vendors were invited to bid; five bidders responded. Bids were opened on September 6, 2012. The attached bid tabulation provides a complete accounting of these bids.

Bid prices for copper meter yokes increased 16.65% over fiscal year 2012's bid price due to copper and brass manufacturers' increased costs associated with meeting Senate Bill 3874, "Reduction of Lead in Drinking Water Act," as defined "Lead Free within the Safe Drinking Water Act:" (SDWA). Bid prices for high-density polyethylene (HDPE) meter boxes and repair clamps increased less than 1% over the current contract primarily due to fuel costs associated with shipping.

RECOMMENDATION: It is recommended that Bid No. 1213-29 be awarded to the lowest and best bidders as follows:

Bid No. 1213-29, Copper Meter Yokes, HDPE Meter Boxes with Cast Iron Lids, and Section 2, for 4"x6" repair clamps be awarded to American Waterworks Supply, Inc.

Bid No. 1213-29, Section 1, 2" x 6" repair clamps be awarded to Ferguson Water Works

Bid No. 1213-29, Sections 3-10, 12, 14-25, 27, and 29-42 which are various sizes of repair claims be awarded to OKC Winwater Works

Bid No. 1213-29, Sections 11, 13, 26, and 28; which are various sizes of repair clamps to HD Supply Waterworks

FYE 13 funds are available in Maintenance Supplies, Water and Sewer (031-5551-462.32-16)

Account Amount $48,921.86
Estimated Expenditure $10,000.00
Account Balance $38,921.86

FYE 13 funds are available in Maintenance Supplies/Meter Sets/Repairs (03105551-462.32-18)

Account Amount $55,845.90
Estimated Expenditure $40,000.00
Account Balance $15,845.90

LINE MAINTENANCE DIVISION – TABULATION OF BIDS
COPPER METER YOKES FOR WATER METERS, HDPE METER BOXES WITH CAST IRON LIDS, AND WATER LINE REPAIR CLAMPS
BID NO. 1213-29– September 6, 2012

	OKLAHOMA CONTRACTORS SUPPLY, INC. Oklahoma City, OK	FERGUSON WATER WORKS Oklahoma City, OK	OKC WINWATER WORKS Oklahoma City, OK	PIONEER SUPPLY Moore, Oklahoma	AMERICAN WATERWORKS SUPPLY, INC. Norman, OK	HD SUPPLY WATERWORKS Oklahoma City, OK
COPPER METER YOKES FOR WATER METERS/UNIT PRICE	93.00	187.00	82.75	134.00	80.49	95.00
HDPE METER BOXES WITH CAST IRON LIDS/UNIT PRICE	45.50	48.00	46.47	49.40	44.96	46.50
W.L. REPAIR CLAMPS: SECTION 1, 2 INCH X 6 INCH/UNIT PRICE	36.00	23.75	25.45	NO BID	25.06	27.95
SECTION 2 4 x 6 INCH	41.00	31.93	37.25	NO BID	31.92	37.20
SECTION 3 4 X 8 INCH	41.00	39.84	37.25	NO BID	39.84	42.90
SECTION 4 4 X 12 INCH	62.00	63.28	51.31	NO BID	63.28	58.50
SECTION 5 6 X 8 INCH	47.00	47.67	38.33	NO BID	47.67	44.00
SECTION 6 6 X 12 INCH	75.50	76.13	53.39	NO BID	76.12	66.50
SECTION 7 6 X 15 INCH	91.50	83.97	68.08	NO BID	83.97	73.50
SECTION 8 6 X 20 INCH	121.00	126.65	94.29	NO BID	126.65	121.00
SECTION 9 6 X 24 INCH	148.00	159.38	104.70	NO BID	159.38	145.00
SECTION 10 6 X 30 INCH	169.00	207.51	139.90	NO BID	207.50	161.50
SECTION 11 8 X 8 INCH	52.00	55.86	48.95	NO BID	55.86	48.20
SECTION 12 8 X 12 INCH	83.00	89.66	66.26	NO BID	89.66	77.35
SECTION 13 8 X 15 INCH	101.00	102.46	88.53	NO BID	102.46	88.45
SECTION 14 8 X 20 INCH	133.00	145.15	121.76	NO BID	145.14	129.50
SECTION 15 8 X 30 INCH	196.00	238.26	158.28	NO BID	238.26	201.00
SECTION 16 12 X 15 INCH	140.00	153.07	105.92	NO BID	153.07	128.40

LINE MAINTENANCE DIVISION – TABULATION OF BIDS
COPPER METER YOKES FOR WATER METERS, HDPE METER BOXES WITH CAST IRON LIDS, AND WATER LINE REPAIR CLAMPS
BID NO. 1213-29– September 6, 2012

	OKLAHOMA CONTRACTORS SUPPLY, INC. Oklahoma City, OK	FERGUSON WATER WORKS Oklahoma City, OK	OKC WINWATER WORKS Oklahoma City, OK	PIONEER SUPPLY Moore, OK	AMERICAN WATERWORKS SUPPLY, INC. Norman, OK	HD SUPPLY WATERWORKS Oklahoma City, OK
SECTION 17 12 X 20 INCH	191.00	212.58	146.62	NO BID	212.57	179.00
SECTION 18 12 X 24 INCH	229.00	252.46	151.47	NO BID	252.46	248.75
SECTION 19 12 X 30 INCH	268.00	360.36	197.66	NO BID	360.35	282.00
SECTION 20 14 X 20 INCH	398.00	373.48	227.95	NO BID	373.48	269.00
SECTION 21 16 X 20 INCH	412.00	438.08	264.74	NO BID	438.08	299.40
SECTION 22 16 X 30 INCH	635.00	796.93	322.62	NO BID	796.92	477.00
SECTION 23 24 X 24 INCH	950.00	932.13	401.44	NO BID	932.12	850.00
SECTION 24 30 X 36 INCH	1008.00	1,722.72	776.45	NO BID	1,722.71	1,492.00
SECTION 25 2 X 6 X ¾" CC Thread Tap	70.00	40.21	33.18	NO BID	40.21	47.00
SECTION 26 2 X 12 W/ 3/4" CC Thread Tap	73.00	70.33	59.32	NO BID	70.32	55.70
SECTION 27 2 X 6 W/1" CC	70.00	40.21	33.18	NO BID	40.21	47.00
SECTION 28 2 X 12 W 1" CC	73.00	70.33	59.32	NO BID	70.32	55.70
SECTION 29 4 X 8 W ¾" CC	61.00	56.31	45.30	NO BID	56.30	62.00
SECTION 30 4 X 12 INCH W/ 3/4" CC	83.00	79.75	61.40	NO BID	79.74	70.00
SECTION 31 4 X 8 INCH W 1"CC	61.00	56.31	47.70	NO BID	56.30	62.00
SECTION 32 4 X 12 INCH W 1" CC	83.00	79.75	61.40	NO BID	79.74	70.00
SECTION 33 6 X 8 INCH W ¾"CC	70.00	64.14	47.70	NO BID	64.13	72.00

LINE MAINTENANCE DIVISION – TABULATION OF BIDS
COPPER METER YOKES FOR WATER METERS, HDPE METER BOXES WITH CAST IRON LIDS, AND WATER LINE REPAIR CLAMPS
BID NO. 1213-29– September 6, 2012

	OKLAHOMA CONTRACTORS SUPPLY, INC. Oklahoma City, OK	FERGUSON WATER WORKS Oklahoma City, OK	OKC WINWATER WORKS Oklahoma City, OK	PIONEER SUPPLY Moore, OK	AMERICAN WATERWORKS SUPPLY, INC. Norman, OK	HD SUPPLY WATERWORKS Oklahoma City, OK
SECTION 34 6 X 15 INCH W 3/4"CC	109.00	100.42	79.09	NO BID	100.42	87.00
SECTION 35 6 X 8 INCH W 1"CC	70.00	64.14	47.70	NO BID	64.13	72.00
SECTION 36 6 X 15 INCH W 1"CC	129.00	100.42	79.09	NO BID	100.42	87.00
SECTION 37 8 X 8 INCH W 3/4"CC	79.00	72.33	58.90	NO BID	72.32	89.00
SECTION 38 8 X 15 INCH W 3/4"CC	129.00	132.64	99.45	NO BID	132.64	102.00
SECTION 39 8 X 8 INCH W 1"CC	79.00	72.33	58.90	NO BID	72.32	89.00
SECTION 40 8 X 15 INCH W 1"CC	129.00	132.64	99.45	NO BID	132.64	102.00
SECTION 41 12 X 15 INCH W 3/4"CC	159.00	176.05	119.34	NO BID	176.05	147.00
SECTION 42 12 X 15 INCH W 1"CC	159.00	176.05	119.34	NO BID	176.05	147.00

RECOMMENDATION: That Bid No. 1213-29 for Meter Yokes, Repair Clamps, and Meter Boxes be awarded to American Waterworks Supply for Copper Meter Yokes for Water Meters; to American Waterworks Supply, Inc. for HDPE Meter Boxes with Cast Iron Lids; and as follows for Water Line Repair Clamps: to American Waterworks Supply, Inc. for Section 2; to Oklahoma City Winwater Works for Sections 3, 4, 5, 6, 7, 8, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42; to HD Supply Waterworks for Sections 11, 13, 26, and 28; and to Ferguson Water Works for Section 1 as the best bidders meeting all of the specifications. The repair clamp contract is effective through September 30, 2013, or for an additional one-year period up to four years, if agreeable by the parties.

Forwarded by: David Hager, Line Maintenance Superintendent

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-24

File ID:	GID-1213-24	**Type:**	Acceptance of Funds	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 14	**In Control:**	City Council
Department:	Fire Department	**Cost:**	$1,219.08	**File Created:**	09/06/2012
File Name:	Reimbursement from Comanche County			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF $1,219.08 FROM COMANCHE COUNTY ELIGIBLE UNDER THE FIRE MUTUAL AID ASSISTANCE GRANT (FMAG) PROGRAM FOR MUTUAL AID ASSISTANCE BY THE NORMAN FIRE DEPARTMENT TO A WILD FIRE IN CACHE, OKLAHOMA.

ACTION NEEDED: Motion to accept or reject reimbursement of funds in the amount of $1,219.08 from Comanche County eligible under the FMAG Program for Mutual Aid Assistance by the Norman Fire Department to a wild fire in Cache, Oklahoma; and, if accepted, increase Other Agency Reimbursements (010-0000-366.12-39) by $1,219.08.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 14

Attachments: Text File Comanche County, FMAG reimbursement-Goodyear Plant-Cache 2011

Project Manager: James Fullingim, Fire Chief

Entered by: devra.smith@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-24

body

BACKGROUND: In the summer of 2011, a wildfire occurred near the Goodyear Plant in Cache, Oklahoma and the Norman Fire Department responded to a mutual aid request as a member of Cleveland County Task Force.

DISCUSSION: During the stated timeframe, the Norman Fire Department responded to a mutual aid

call involving a wildfire in Cache Oklahoma. The Fire Department utilized equipment and overtime labor to respond. The response was eligible for reimbursement under the Fire Mutual Aid Assistance Grant (FMAG) Program Declaration Number DR-2890. The reimbursable amount was $1,219.08.

RECOMMENDATION: It is recommended that City Council accept reimbursement in the amount of $1,219.08 and receipt funds into the General Fund, Other Agency Reimbursements (account 010-0000-366.12-39).

Comanche County

Office of Emergency Management

315 SW 5th Street • Suite 107
Lawton, Oklahoma 73501
580.355.0535 • 580.355.9306 fax
em@comanchecounty.us

August 13, 2012

Chief,

I, would like to take the time to say Thank you for assisting Comanche County During the Goodyear Plant Fire/Cache Fire, Last summer.

Without the assistance of you Fire Department the fire could have caused a larger loss of property and possibly lives than it did.

We will always be great full for the time and effort that your department provided during this fire.

Please find enclosed you proportion of costs that you submitted for the Fire Management Assistance Grant (FMAG) for the Goodyear/Cache Fire. As you are aware FEMA only reimburses 75% of the Costs. The FMAG number for this Fire is DR-2890.

Please sign the attached copy of the check and return to my office for Audit Purposes.

Once again THANK YOU FOR YOUR SERVICE.

Clint L. Wagstaff

Clint L. Wagstaff
Comanche County/City of Lawton
Emergency Management Director

1-580-355-0535 office

COMANCHE COUNTY FACILITIES AUTHORITY [redacted] **1007**
F M A G
315 SW 5TH ST RM 107
LAWTON, OK 73501

8/10/12
DATE

PAY TO THE ORDER OF Norman Fire Dept. $ 1,219.08

One Thousand Two hundred Nineteen dollars & 08/100 DOLLARS

Liberty National Bank

FOR FMAG-2890

Clint L. Wagstaff

[redacted]

14-1

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-23

File ID:	GID-1213-23	**Type:**	Acceptance of Funds	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 15	**In Control:**	City Council
Department:	Fire Department	**Cost:**	$33,025.85	**File Created:**	09/04/2012
File Name:	Reimbursement from FEMA			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF REIMBURSEMENT OF FUNDS IN THE AMOUNT OF $33,025.85 FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR WINTER ICE STORM RELATED DAMAGE DURING JANUARY 2010, AND BUDGET APPROPRIATION.

ACTION NEEDED: Acting as the City Council, motion to accept or reject reimbursement of funds in the amount of $33,025.85 from FEMA for winter ice storm related damage during January 2010; and, if accepted, increase Other Agency Reimbursements (010-0000-366.12-39) by $33,025.85..

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 15

Attachments: Text File FEMA, FEMA Backup

Project Manager: James Fullingim, Fire Chief

Entered by: devra.smith@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-23

body

BACKGROUND: For the period January 28 through January 30, 2010, Norman experienced a severe winter storm event consisting of ice, sleet, and snow build-up which caused roads to become impassable. During this time, there was an immediate threat to lives, property and public health and safety and FEMA Declaration OK-DR-1883 was approved.

DISCUSSION: During the stated period, the City of Norman responded to situations regarding a severe winter storm. Due to the nature of the response, the claim for FEMA reimbursement was divided into several project worksheets. FEMA processed the applications based on a cost share basis

of 75%-25%. The seventy-five percent reimbursable amounts totaled $198,155.02 and were received by the City in 2010.

The State of Oklahoma operates a Public Assistance program that provides for 12.5% of the remaining 25% cost share not covered by FEMA. The amount of the 12.5% provided by the State of Oklahoma is $33,025.85 for the above mentioned worksheets.

This completes the reimbursement for FEMA Declaration OK-DR-1833.

RECOMMENDATION: It is recommended that City Council approve the acceptance of this reimbursement in the amount of $33,025.85 and receipt into the General Fund Other Agency Reimbursements account (010-0000-366.12-39).

ALBERT ASHWOOD
STATE DIRECTOR

MARY FALLIN
GOVERNOR

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT

RE: Public Assistance Grant Funding Documents for **FEMA-1883-DR-OK**

Dear Applicant,

Enclosed please find your check for the State share of the **Severe Winter Storm, (FEMA-1883-DR-OK)** that was declared on 03/05/2010. We have also enclosed an additional copy of the check, a 90-91 explaining your scope of work and cost associated with each PW and an OEM Form 15A which identifies the project worksheet number and the corresponding State share at 12.5%.

If you have questions or require additional information, please contact Albert Ashwood at (405) 521-2481 or via e-mail at albert.ashwood@oem.ok.gov. You may also contact Mike Teague at (405) 219-2090 or via e-mail at michael.teague@oem.ok.gov.

Sincerely,

ALBERT ASHWOOD
Director

P.O. BOX 53365, OKLAHOMA CITY, OK 73152-3365 * 2401 NORTH LINCOLN BLVD.
(WILL ROGERS BUILDING TUNNEL), OKLAHOMA CITY, OK 73105
405-521-2481; FAX 405-521-4053 * www.oem.ok.gov

07/30/2012 309 DEPARTMENT OF CIVIL EMERGENCY MANAGEMEN Warrant No 106266575

Account/ Invoice Number	Inv Date	Invoice Amt	Message
PA-1883 PW386 #2428 SP	2012/07/09	28,978.46	vchr # 00049676

THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK. HOLD AT AN ANGLE TO VIEW.

STATE OF OKLAHOMA

STATE TREASURY, OKLAHOMA CITY

309 DEPARTMENT OF CIVIL EMERGENCY MANAGEMEN

WARRANT# 106266575

DATE ISSUED 07/30/2012

TO THE STATE TREASURER

PAY TO THE ORDER OF *Twenty eight thousand nine hundred seventy eight and 46/100 Dollars*

*******$28,978.46

VOID AFTER 90 DAYS

CITY OF NORMAN
415 E MAIN
NORMAN, OK 73071-5820

KEN MILLER
STATE TREASURER

[redacted]

OSF Form 15A
(Revised 7/03)

STATE OF
OKLAHOMA
Claim Jacket Voucher Form

Page 1 of 1

OSF - AUDITED BY:

INVOICE NO.	INVOICE DATE
PA 1883 PW386 #2428 SP	7/9/2012

CLAIM OF: CITY OF NORMAN
Address: 415 E MAIN; NORMAN, OK, 73071-5820
Alt Name:
Vend I.D.: 0000076924 LOC: 0007

ASSIGNMENT SECTION
ASSIGNEE:
Address:
Alt Name
Vend I.D.: LOC:

I hereby assign this claim to the above assignee and authorize the State Treasurer to issue a warrant in payment to said assignee.

28,978.46	30900	00049676	Not Paid
TOTAL CLAIM AMOUNT	AGENCY BUSINESS UNIT	CLAIM VOUCHER NO.	WARRANT NO.

VOUCHER DATE: July/24/2012 Warrant Dt:

Agency Board, Comm., Dept:
Civil Emergency Management

Claimant Date

DESCRIPTION :

Related Voucher No. Amt

ORDER NO.	AMOUNT	OBJECT ACCOUNT	OBJECT SUB-ACCT	FUNDING CLASS	ACT/SUB DEPT	BUDGET REF YR	CFDA CHARTFIELD	PROGRAM	PROJECT	OPER UNIT	RESERVED
	28,978.46	554120		42400	9518833	13					

TOTAL	28,978.46

I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

Jack W. Pesnell
Agency Approving Officer's Signature

Approving Officer's Name: JACK W PESNELL

Title: COMPTROLLER Date: 7/25/2012

15-3

VCHR 30900 00049676

(Rev. 1/2012)

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT (OEM)

PUBLIC ASSISTANCE

REQUEST FOR ADVANCE OR REIMBURSMENT PAYMENT

NORMAN, CITY OF — **DR Type**

DEPARTMENT	OBJECT ACCOUNT	CFDA#	Batch #	WINTER STORM JANUARY 2010
95- 1883 -3	554120	97.036	1883-S13	

VENDOR ID	LOCATION	Voucher #	DUNS NUMBER
76924	#7	49676	
Tax ID/EIN	**FIPS CODE**	**Bundle#:**	**Prepared by**
	027-52500-00	S	Lac

APPLICANT
NORMAN, CITY OF
415 E MAIN
NORMAN OK 73071

PAYMENT OF STATE FUNDS FOR NON-FEDERAL SHARE OF FEMA GRANT PROJECTS INDICATED IN THE BOX BELOW.

COMPUTATION OF AMOUNT OF REIMBURSEMENT/ADVANCES REQUESTED — 15 Alpha Large 424 Fund

REMARKS

PA: FEMA DR 1883 PW 386: CITY OF NORMAN

Cat	PW + Vsn	424 Fund
B	1883-00386(0)-S	$28,978.46
	Total	$28,978.46

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Michelann Ooten — 7/09/2012

Michelann Ooten
Deputy Director
Telephone (405)521-2481

Date

I certify that the amount claimed on this voucher is correct and just and that payment has not been received.

7/09/2012

Governor's Authorized Representative — Date

Supporting documentation is on file at the Oklahoma Emergency Management office and at the local payee.

07/30/2012 309 DEPARTMENT OF CIVIL EMERGENCY MANAGEMEN Warrant No 106266574

Account/ Invoice Number	Inv Date	Invoice Amt	Message
PA 1883 PW33-983 #2428 SP	2012/07/09	4,047.39	vchr # 00049675

THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK. HOLD AT AN ANGLE TO VIEW.

STATE OF OKLAHOMA

STATE TREASURY, OKLAHOMA CITY

[redacted]

309 DEPARTMENT OF CIVIL EMERGENCY MANAGEMEN

WARRANT# 106266574

DATE ISSUED 07/30/2012

TO THE STATE TREASURER

PAY TO THE ORDER OF *Four thousand forty seven and 39/100 Dollars*

*******$4,047.39

VOID AFTER 90 DAYS

CITY OF NORMAN
415 E MAIN
NORMAN, OK 73071-5820

KEN MILLER
STATE TREASURER

[redacted]

OSF Form 15A
(Revised 7/03)

STATE OF OKLAHOMA
Claim Jacket Voucher Form

Page 1 of 1

OSF - AUDITED BY:

CLAIM OF: CITY OF NORMAN
Address: 415 E MAIN; NORMAN, OK, 73071-5820
Alt Name:
Vend I.D.: 0000076924 LOC: 0007

4,047.39	30900	00049675	Not Paid
TOTAL CLAIM AMOUNT	AGENCY BUSINESS UNIT	CLAIM VOUCHER NO.	WARRANT NO.

VOUCHER DATE: July/24/2012 Warrant Dt:

Agency Board, Comm., Dept:
Civil Emergency Management

ASSIGNMENT SECTION

ASSIGNEE: _____
Address: _____
Alt Name _____
Vend I.D.: _____ LOC: _____

I hereby assign this claim to the above assignee and authorize the State Treasurer to issue a warrant in payment to said assignee.

Claimant Date

INVOICE NO.	INVOICE DATE
PA 1883 PW33-983 #2428 SP	7/9/2012

DESCRIPTION :

Related Voucher No. Amt

ORDER NO.	AMOUNT	OBJECT ACCOUNT	OBJECT SUB-ACCT	FUNDING CLASS	ACT/SUB DEPT	BUDGET REF YR	CFDA CHARTFIELD	PROGRAM	PROJECT	OPER UNIT	RESERVED
	4,047.39	554120		42400	9518833	13					

TOTAL	4,047.39

I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

Jack W. Pesnell
Agency Approving Officer's Signature

Approving Officer's Name: JACK W PESNELL

Title: COMPTROLLER Date: 7/25/2012

15-6

VCHR 30900 00049675

(Rev. 1/2012)

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT (OEM)

PUBLIC ASSISTANCE

REQUEST FOR ADVANCE OR REIMBURSMENT PAYMENT

NORMAN, CITY OF				DR Type
DEPARTMENT	OBJECT ACCOUNT	CFDA#	Batch #	WINTER STORM JANUARY 2010
95- 1883 -3	554120	97.036	1883-S13	

VENDOR ID	LOCATION	Voucher #	DUNS NUMBER
76924	#7	49675	
Tax ID/EIN	**FIPS CODE**	**Bundle#:**	**Prepared by**
	027-52500-00	S	Loc

APPLICANT
NORMAN, CITY OF
415 E MAIN
NORMAN OK 73071

PAYMENT OF STATE FUNDS FOR NON-FEDERAL SHARE OF FEMA GRANT PROJECTS INDICATED IN THE BOX BELOW.

COMPUTATION OF AMOUNT OF REIMBURSEMENT/ADVANCES REQUESTED — 15 Alpha Small 424 Fund

REMARKS

PA: FEMA DR 1883 PW 33, 550, 678, 714, 983, 162: CITY OF NORMAN

Cat	PW+Version	424 Fund
A	1883-00033(0)-S	$2,643.64
E	1883-00162(0)-S	$181.25
B	1883-00550(0)-S	$648.37
B	1883-00678(0)-S	$186.11
B	1883-00714(0)-S	$259.26
B	1883-00983(0)-S	$128.76
	Total	$4,047.39

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Michelann Ooten
Deputy Director
Telephone (405)521-2481

7/09/2012
Date

I certify that the amount claimed on this voucher is correct and just and that payment has not been received.

Governor's Authorized Representative

7/09/2012
Date

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-82

File ID:	K-1213-82	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 16	**In Control:**	City Council
Department:	Police Department	**Cost:**	$67,000.00	**File Created:**	09/13/2012
File Name:	2013 Oklahoma Highway Safety Office Grant			**Final Action:**	

Title: CONSIDERATION OF ACCEPTANCE OF A GRANT IN THE AMOUNT OF $67,000 FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE TO BE USED TO HOST A STATEWIDE TRAINING CLASS FOR NORMAN POLICE OFFICERS TO BECOME DRUG RECOGNITION EXPERTS (DRE) AND ASSIST THE DRE SECTION OF THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE TO HOST THE INTERNATIONAL DRUG, ALCOHOL AND IMPAIRED DRIVING CONFERENCE IN OKLAHOMA, APPROVAL OF CONTRACT NO. K-1213-82, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to accept or reject a grant in the amount of $67,000 from the Oklahoma Highway Safety Office; and, if accepted, approve Contract No. K-1213-82; authorize the execution thereof; increase Other Revenue, DRE Training (022-0000-331.13-30) by $67,000; and appropriate $67,000 from Special Revenue Fund Balance (022-0000-253.20-00) designating $29,000 to Professional Services/Workshops and Seminars (022-6037-421.46-04); $8,000 to Employee Training (022-6037-421.30-13); and $30,000 to Professional Services/Training and Development (022-6037-421.40-17).

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 16

Attachments: Text File Grant, Letter from OK Highway Safety Office, K-1213-82

Project Manager: Deputy Chief Jim Maisano

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-82

Body

BACKGROUND: The Oklahoma Highway Safety Office has informed the Norman Police Department that it has been awarded a grant in the amount of $67,000 to host a statewide training class for officers to become Drug Recognition Experts (DRE). This training will assist the officers and their departments in DUI enforcement across the State of Oklahoma. In addition, Oklahoma will be the host state for the International Drug, Alcohol and Impaired Driving Conference. The conference is conducted by the DRE Section of the International Association of Chiefs of Police and a portion of this grant will be utilized to assist with conducting the conference.

DESCRIPTION: The grant will fund the training class for all officers attending the training. Funds advanced by the City of Norman for the DRE class expenses will be fully reimbursed on a monthly report and reimbursement request basis from the Oklahoma Highway Safety Office. Acceptance of this grant will benefit our department because it will include funds for Norman Police Department officers to attend the initial DRE training without cost to the city. In past years, up to three of our officers have attended each training class at no cost.

In addition, funding has been provided for the DRE program in Oklahoma to assist the DRE Section of the International Association of Chiefs of Police in hosting the International Drug, Alcohol, and Impaired Driving Conference in Oklahoma. Funds advanced by the City of Norman to assist with the conference will also be fully reimbursed on a monthly report and reimbursement request basis from the Oklahoma Highway Safety Office. Assisting with the conference will benefit our department by having distinguished training locally which our DRE officers can attend with very little expense.

RECOMMENDATION: It is recommended that City Council accept the grant, approve the contract, and funds in the amount of $67,000 be deposited into DRE Training account (022-0000-331.13-30). Staff also recommends $67,000 be appropriated from Special Revenue Fund Balance (022-0000-253.20-00) as follows: $29,000 to Workshops and Seminars account 022-6037-421.46-04; $8,000 to Employee Training account 022-6037-421.30-13; and $30,000 to Professional Services / Training and Development account 022-6037-421.40-17.

OKLAHOMA HIGHWAY SAFETY OFFICE

3223 North Lincoln
Oklahoma City, OK 73105-5403
(405) 523-1570
(405) 523-1586 Fax

September 6, 2012

Deputy Chief Jim Maisano
Norman Police Dept.
201 B West Gray St.
Norman, OK 73069

Dear Deputy Chief Maisano:

Enclosed is a copy of your pending 2013 grant agreement with the Oklahoma Highway Safety Office.

In order to complete the grant agreement process, signatures and notarization are required. Please sign, notarize, and return **both** signature pages, along with all grant agreement pages, to this address:

Oklahoma Highway Safety Office
3223 N. Lincoln Blvd.
Oklahoma City, OK 73105
Attn: Administrative Staff

Please note that the signing authority, and not the project director, must sign the signature pages. Please also make sure that the second signature space is left blank, as it is intended for the use of the OHSO only. Do not retain any of the pages from this packet, other than this letter; however, you may make photocopies if you wish.

Your grant agreement is not effective until signed copies are returned to our office and signed by the OHSO Director. You will receive a letter notifying you of the effective date of the grant agreement and an original copy of all documents. If you have any questions, please contact your Program Manager at (405) 523-1570.

Sincerely,

Garry Thomas
Director, Oklahoma Highway Safety Office

OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT – PART I

TITLE OF PROJECT		
NormanPD Drug Recognition Expert Training		
GRANT EFFECTIVE DATE	PROJECT NUMBER	HIGHWAY SAFETY FUNDS OBLIGATED
	AL-13-02-03-13	$ 67,000.00
GRANT PERIOD FROM October 1, 2012 TO September 30, 2013		$
		$
PROJECT PERIOD FROM October 1, 2000 TO September 30, 2013		$ 67,000.00

AFFIDAVIT

State of Oklahoma, County of Cleveland. I, Cindy S. Rosenthal (Mayor), of lawful age, being duly sworn, on oath say, that I am the duly authorized agent of the City of Norman of Norman, Oklahoma, for executing this grant with the Oklahoma Highway Safety Office (OHSO). I further state and agree to comply, to the best of my knowledge, information and belief, with all municipal, state and federal laws, regulations and directives governing grants including, but not limited to, those listed in this agreement. Referenced documents are on file at the OHSO. I further state that any and all claims for reimbursement under this agreement will be true and correct, that the work, services, or materials as shown by any claim will have been completed or supplied in accordance with the plans, specifications, orders, requests and all other terms of the grant prior to the filing of claims. I further state that I am the duly authorized agent of the grantee for the purpose of certifying the facts pertaining to the giving of things of value to governmental personnel in order to procure the grant or obtain payment, I am fully aware of the facts and circumstances surrounding the making of the grant and have been personally and directly involved in the proceedings leading to the procurement of the grant; and neither the grantee nor anyone subject to the grantee's direction or control has been paid, given or donated or agreed to pay, give or donate (to any officer or employee of the State of Oklahoma) any money or other things of value, either directly or indirectly, in procuring the grant or obtaining payment.

In reviewing this grant agreement and the circumstances involved with its implementation, an opinion was derived by the undersigned that any negative environmental impact will be substantially outweighed by the projected benefits of this project.

Date _____, 20____ Signature _____

Title Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE _____

Subscribed and Sworn to, before me, this _____ day of _____, 20____

My Commission expires _____ Commission Number _____ _____
Notary Public

AFFIDAVIT

State of Oklahoma, County of Oklahoma.

I, Garry Thomas, of lawful age, being first duly sworn on oath say, that I am the duly authorized representative of the Governor of the State of Oklahoma and am duly authorized to carry out the statutory provisions of 47 O.S. 1971, Section 40-107, and all other laws, regulations and directives, pertinent to highway safety in the State of Oklahoma to the best of my knowledge, information, and belief.

Date _____, 20____ Signature _____
Director, Highway Safety Office

Subscribed and Sworn to, before me, this _____ day of _____, 20____

My Commission expires _____ Commission Number _____ _____
Notary Public

OHSO-P-2 (06/10)

Table of Contents

OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT - PART I

AUTHORIZATION 1

TABLE OF CONTENTS 2

PROJECT SUMMARY 3-4

PROJECT GOAL 3
PROBLEM IDENTIFICATION 3
PROJECT DESCRIPTION 3-4
EQUIPMENT JUSTIFICATION 4
EVALUATION 4

BUDGET SUMMARY 5

BUDGET DETAILS 6

ACTIVITY/MILESTONES 7

GENERAL PROVISIONS - PART II

SPECIFIC AGREEMENTS - PART III

ATTACHMENT

PROJECT DIRECTOR'S REPORT

Title of Project:
Norman PD Drug Recognition Expert Training

Project Number: AL-13-02-03-13

Responsible Agency:	Norman Police Department	Reimbursement Information (where check is to be mailed):	
Project Director:	Deputy Chief Jim Maisano		
Phone Number:	405.366.5210	Payee:	City of Norman
Address:	201-B W. Gray St.	Address:	201-B W. Gray St.
	Norman, OK 73069		Norman, OK 73069
Fax:	405.217.1067		
Email:	jim.maisano@normanok.gov		

OHSO Funds Obligated: $ 67,000.00 Other Funds Obligated: $

Source of Other Funds:

Total of OHSO and Other Funds: $ 67,000.00

PROJECT SUMMARY NARRATIVE SECTION

The following pages of this PROJECT SUMMARY NARRATIVE SECTION will contain:
The Problem Identification, Project Goal, Project Description, Equipment and Equipment Justification, and Evaluation. The project objectives must be time-framed and measurable. The narrative also needs to include personnel utilization.

PROJECT GOAL:

To reduce the number of fatalities involving impaired drivers by 2% annually, from 216 in 2010 to 210 in 2013, by providing DRE and DRE Instructor training classes, in order to expand the ability of law enforcement agencies in Oklahoma to detect drugged drivers and increase enforcement of DUID laws.

PROBLEM IDENTIFICATION:

Impaired drivers continue to be a major problem nationwide and in the State of Oklahoma. Thousands of citizens are killed or injured by impaired drivers each year. The DRE program is designed to assist in the identification and prosecution of alcohol and drug impaired driving offenses to generate a general deterrence for this offense. In 2010, DRE-trained officers performed 249 enforcement evaluations. Of those evaluations, 70 (or 14.4%) were on drivers under the age of 21. In 9.7% of the DUI cases the subject refused to submit to a chemical test. Without DRE-trained officers to document and support the untrained officer, many of those cases may be dismissed due to lack of documentation of specific signs and symptoms. The DRE program is a beneficial program to prosecution in the state. DRE opinions for 2010 had just over a 95% positive confirmation rate for the DRE identifying correctly the drugs found in the chemical test sample. In addition, a report from the National DRE Data Tracking program supported by NHTSA shows that 33.8% of the DRE evaluations showed "poly-drug" use. This simply means that those impaired drivers had two or more drugs in their system at the time of testing. This multiple drug use causes higher levels of impairment and risk to citizens on our roadways. The DRE evaluation also helps to protect citizens from improper prosecution. Five of the evaluations conducted found impairment caused by medical issues, and not due to drug influence.

PROJECT DESCRIPTION:

The Norman Police Department will host and conduct training classes and certification sessions to train officers from various areas in the state to become Drug Recognition Experts to increase enforcement of DUI laws. A training class will also be conducted to train additional DRE instructors to assist with facilitation of classroom instruction and the

certification training process. Officers will be selected from various parts of the state in an effort to provide the most beneficial coverage possible statewide, and to support those departments with active DRE programs currently in place.

The project will implement activities in support of national highway safety goals to reduce motor vehicle fatalities. The Drug Evaluation and Classification course will be conducted as outlined by the International Association of Chiefs of Police, IACP, and NHTSA. The course will be comprised of a 2-day pre-school – verifying SFST skills, a 7-day classroom training session, and certification nights, during which students evaluate suspected impaired drivers and complete certification requirements as set by IACP.

Project deliverables also include expenditure of grant funds for the purpose of hosting the 2013 National DRE Conference in 2013 in Oklahoma.

EQUIPMENT JUSTIFICATION:

N/A

EVALUATION:

At the conclusion of the project year, and no later than November 1, 2013, the Project Director will submit a Summary Report outlining the accomplishments and deficiencies of the project and will compare results to initial baseline data (2010) to determine whether or not the project's goals were met.

Contract No. K-1213-82

BUDGET SUMMARY

PROJECT TITLE:	Federal Fiscal Year: 2013	PROGRAM AREA
Norman PD Drug Recognition Expert Training	Project Number: AL-13-02-03-13	Alcohol

COST CATEGORY ITEMS		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
I. PERSONNEL														
A. Salaries	P													0
	A													0.00
B. Benefits	P													0
	A													0.00
II. TRAVEL														
A. In-State Travel	P	0	0	0	0	0	0	0	0	0	0	4,000	0	4,000
	A													0.00
B. Out-of-State Travel	P													0
	A													0.00
III. OPERATING COSTS	P	0	0	0	0	0	18,000	0	0	0	0	0	0	18,000
	A													0.00
IV. CONTRACTUAL COSTS	P	0	0	0	0	0	0	15,000	0	0	0	30,000	0	45,000
	A													0.00
V. EQUIPMENT	P													0
	A													0.00
MONTHLY TOTAL	P	0	0	0	0	0	18,000	15,000	0	0	0	34,000	0	67,000
	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

P = Projected Expenditures
A = Actual Expenditures (To be completed by Project Director each month.)

OHSO-P-2c (06/10)

BUDGET DETAILS

PROJECT TITLE:	Federal Fiscal Year:	PROGRAM AREA
Norman PD Drug Recognition Expert Training	Project Number: AL-13-02-03-13	Alcohol

COST CATEGORY ITEMS		DESCRIPTION OF EXPENDITURE ITEMS		MONTH						TOTALS
				OCT	NOV	DEC	JAN	FEB	MAR	SEMI-ANNUAL
				APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
II.A.	1	In-state travel to cover registration fees for Oklahoma DREs attending the National DRE Conference, located in Oklahoma in 2013.	P							
			A							
			P					4,000		4,000
			A							
III.	1	Operating expenses to include costs for DRE training items, class room training supplies, chemical test supplies and other pre-approved items for the purpose of conducting the DRE training classes.	P						18,000	18,000
			A							
			P							18,000
			A							
IV.	1	Contractual services for costs associated with hosting the 2013 National DRE conference in Oklahoma, including meeting room expenses, A/V equipment usage fees, and other allowable costs.	P							
			A							
			P					30,000		30,000
			A							
IV.	2	Contractual Services include lodging and per diem for students and/or instructors who must remain overnight during periods of continued training and instruction. Reimbursement is subject to terms of the State Travel Act.	P							
			A							
			P	15,000						15,000
			A							
			P							
			A							
			P							
			A							

P = Planned Budget
A = Actual Expenditures (To be completed by Project Director each month.)

OHSO-P-2d(06/10)

ACTIVITY / MILESTONES

PROJECT TITLE:	Federal Fiscal Year: 2013	PROGRAM AREA
Norman PD Drug Recognition Expert Training	Project Number: AL-13-02-03-13	Alcohol

No.	Activities		MILESTONES												
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
1	DRE training class preparation including promotion, securing instructors, ordering necessary equipment/ materials/supplies, and arranging student and instructor lodging.	P	X	X	X	X	X	X	X	X	X	X	X	X	0
		A													0
2	Maintain accurate and updated records of certified DREs in Oklahoma. Provide to OHSO and/or Board of Tests upon request.	P			X			X			X			X	0
		A													0
3	Conduct classroom instruction for both the 2-day pre-school and 7-day DRE training, and provide opportunities for "follow-up" certification nights.	P							X		X		X	X	0
		A													0
4	Plan, organize and host the 2013 National DRE Conference in Oklahoma.	P											X		0
		A													0
5	Submit project evaluation summary to OHSO by November 2, 2013.	P		X (2013)											0
		A													0

P = Projected Activities

A = Actual Activities Accomplished (To be completed by Project Director each month.)

OHSO-P-2e (06/10)

GENERAL PROVISIONS – PART II

REGULATIONS AND DIRECTIVES

The Grantee, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Grantee agrees to implement the project in accordance with federal statues, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.

2. Compliance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 49 CFR Parts 21 and 27. Title Viii of the Civil Rights Act of 1968 and any other nondiscrimination provisions in the specific statute(s) which may apply to the application.

3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.

4. Buy America Act, 23 U.S.C. 101.

5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:
   (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
   - *Restriction on State Lobbying;* None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds

   - Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project(49 CFR, Part 18 (Common Rule))
   - Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
   - Equipment maintenance and liability coverage are the Grantee's responsibility
   - Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
   - If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

To dispose of ***ANY*** equipment, the Grantee ***MUST***:

1. Write a letter of request to OHSO;
2. State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
3. Maintain equipment until Grantee receives letter of approval.
4. Return Equipment to OHSO

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

OHSO-P-2f (08/2011)

SPECIFIC AGREEMENTS – PART III

Grantee shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Grantee vehicles and/or on Grantee business to use safety belts in accordance with State law.

Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of your entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant award.

Grantee shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

Grantee shall encourage all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures.

Grantee shall submit monthly activity and reimbursement reports (including all appropriate documentation) to OHSO. Reports shall be submitted within 30 days of the end of the reporting month. Failure to comply with this 30-day limit may result in denial of the reimbursement claim.

Reports should include, as a minimum, the following:

1. Project Director's Report.
2. Budget Summary (include all cumulative year-to-date information).
3. Budget Details (include all cumulative year-to-date information).
4. Activity Milestones (include all cumulative year-to-date information).
5. Financial documentation for the current report (time sheets, payroll documents, invoices, purchase orders, and/or other appropriate verification of expenditures).
6. Activity documentation for the current report (include information on all projected activities whether completed or not, and any additional activities that were conducted; an explanation should be provided for any activities not completed).
7. Any additional, pertinent information to the project for the current reporting period.

This is a Federally funded project. The Federal Funds are provided by the NHTSA and, as such, may be subject to audit under Office of Management and Budget (OBM) or A-133. Unless other arrangements are made, any required audit is the responsibility of the Grantee.

Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.)

These "Specific Agreement" topics have been provided in an effort to assist grantees. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

Contract No. K-1213-82

OKLAHOMA HIGHWAY SAFETY OFFICE

PROJECT DIRECTOR'S REPORT

TITLE OF PROJECT		
Norman PD Drug Recognition Expert Training		
PROJECT NUMBER	**REIMBURSEMENT**	
AL-13-02-03-13	CLAIMED	$
REPORTING PERIOD	**OHSO USE**	AMOUNT DISALLOWED $
FROM TO	**ONLY**	TOTAL ALLOWED $

SUMMARY OF ACCOMPLISHMENTS FOR REPORTING PERIOD

AFFIDAVIT

I, Maj. Jim Maisano, the undersigned, of lawful age, being first duly sworn, on oath, say that I am the duly authorized Project Director of the above mentioned grant agreement with the Oklahoma Highway Safety Office; do depose and say that I have full knowledge of this "Project Director's Report;" that said report is, in accordance with the aforementioned grant agreement, true and correct and that the claim for reimbursement is correct, just and due; that the amount claimed, after allowing all just credits, is now due and wholly unpaid; and that I am duly authorized to file this request for reimbursement of the aforementioned expenditure of funds. Affiant further states that he/she has fully complied with all Municipal, State and Federal Laws, Regulations and directives governing grants including, but not limited to, those listed in Parts II and III of the aforementioned grant agreement, to the best of his/her knowledge, information and belief.

Project Director's Signature

X _____

PROJECT DIRECTOR

City of Norman
Grantee

Norman Police Department
Department or Division

DATE_____

OHSO USE ONLY	The Oklahoma Highway Safety Office hereby acknowledges satisfactory performance of all grant activities required under the above mentioned grant agreement. Documentation of the receipt and/or performance is on file and available at OHSO.
	By_____ Date_____ P.O.#_____

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1112-101 Amd #1

File ID:	K-1112-101 Amd #1	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 17	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$75,000.00	**File Created:**	09/07/2012
File Name:	Amendment No. 1 to Contract K-1112-101			**Final Action:**	

Title: AMENDMENT NO. ONE TO CONTRACT NO. K-1112-101: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CHEMICAL RECLAMATION SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY $16,470.70 AND CHANGING THE DATE OF THE HOUSEHOLD HAZARDOUS EVENT TO NOVEMBER 3, 2012, AT THE LLOYD NOBLE CENTER PARKING LOT.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Amendment No. One to Contract No. K-1112-101 with Chemical Reclamation Services, LLC increasing the contract amount by $16,470.70 and changing the date of the Household Hazardous Event to November 3, 2012; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 17

Attachments: Text File Amendment K-1112-101, Amendment No. 1 K-1112-101, Contract K-1112-101, Performance Bond B-1112-26, Requisition

Project Manager: Debra Smith, Environmental Services Coordinator

Entered by: gay.webb@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1112-101 Amd #1

Body

BACKGROUND: The City of Norman has been conducting an annual household hazardous waste collection event since 1999. The City Council appropriated $84,000 in the Fiscal Year Ending (FYE)

2012 budget to provide citizens of Norman an environmentally sound method for disposal of household-generated hazardous waste (HHW).

DESCRIPTION: Request for Proposal (RFP) 1112-38 was mailed to five (5) firms on December 21, 2011. Three (3) firms submitted technical and cost proposals on January 13, 2012 in accordance with the RFP. The Review Committee, consisting of three (3) staff members, evaluated the firms based on their technical proposal and selected Chemical Reclamation Services, LLC. as the most qualified proposal.

On February 28, 2012, the Norman Utilities Authority approved Contract K-1112-101 with Chemical Reclamation Services, LLC. The HHW collection event was originally scheduled for April 14, 2012 but severe weather on April 13th and the threat of more severe weather for April 14th forced the cancellation of the event. Staff has rescheduled the event to November 3, 2012. Therefore, Amendment No. 1 changes the date of the event to November 3, 2012.

At the time of event cancellation, Chemical Reclamation Services had already mobilized to provide the event. In addition, despite the cancellation of the event, some Norman residents delivered household hazardous waste to the event site and Chemical Reclamation Services stayed to collect and dispose of such waste. These services resulted in a payment owed to Chemical Reclamation Services of $16,470.70. Therefore, Amendment No. 1 increases the total possible compensation amount by $16,470.70.

The FYE 13 budget appropriated funds for the event in Other Business Services account (032-5543-432.41-99). The HHW Collection Event will be conducted in the southwestern portion of the Lloyd Noble Center parking lot. Staff anticipates participation of 900-1100 vehicles at an estimated cost of $75,000. This maximum amount should be adequate based on the volume of HHW collected during the previous events. Adequate funds are available to fund this contract. Although staff does not anticipate going over $75,000, in the event of greater participation than previous years, a follow-up change order will be necessary to cover the increased amount.

In addition, funds will be encumbered for miscellaneous costs such as site rental, public notice, event signage, and drinks and lunch for an estimated 90-100 volunteers.

RECOMMENDATION: Staff recommends approval of Amendment No. 1 to Contract K-1112-101 increasing the contract by $16,470.70 and changing the date of the Household Hazardous Event to November 3, 2012.

AMENDMENT NO. 1 TO CONTRACT NO. K-1112-101

This Amendment No. 1 to Contract No. K-1112-101 made and entered into on the ___ day of _____, 2012, between the NORMAN UTILITIES AUTHORITY, a public trust in the State of Oklahoma hereinafter called "Authority", and CHEMICAL RECLAMATION SERVICES, LLC, hereinafter called "Contractor";

WHEREAS, the original contract called for the Authority to sponsor a Hazardous Waste Collection Event to provide a safe and convenient place where citizens of Norman can dispose of stored household pollutants and other non-regulated wastes on April 14, 2012; and

WHEREAS, uncontrollable forces on April 13, 2012 and the continued threat of such forces for April 14, 2012 caused the Authority to cancel the event; and

WHEREAS, because of the timing of the cancellation, Contractor incurred certain reimbursable expenses under the Contract totaling $16,470.70; and

WHEREAS, the Authority has rescheduled the event for November 3, 2012 and desires to have Contractor perform its duties under the original contract for this event.

Now, THEREFORE, the Parties hereto agree as follows:

That the date for the Hazardous Waste Collection Event shall be November 3, 2012.

That Section 5.1 of K-1112-101 shall now read:

5.1 Compensation. Contractor shall provide all services in this Agreement at the unit prices stated in the Cost Proposal. Contract amount will not exceed $91,470.70 unless agreed to in writing by Authority. Contractor understands that they will be paid for the actual pollutants collected, either cost per pound or cost per unit for each pollutant or waste stream collected. Contractor shall submit an itemized list of all pollutants collected, by weight and by container size, and multiplied by the specified unit price in the cost proposal for that waste stream.

All other terms of K-1112-101 shall apply as originally set forth in the contract.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Dated this _____ day of _____, 2012.

NORMAN UTILITIES AUTHORITY

Approved as to form and legality this 19 day of September, 2012.

City Attorney

Approved by the City of Norman this_____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

CHEMICAL RECLAMATION SERVICES, LLC

Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal

Signed: _____
Authorized Representative

Vice President of National Sales
Title

Address: 5151 San Felipe, STE 1600

Houston, TX 77056

Telephone: 713-623-8777

HHW Collection Event
Agreement for Professional Services

This AGREEMENT, made and entered into this 28th day of February, 2012, between the NORMAN UTILITIES AUTHORITY, a public trust in the State of Oklahoma hereinafter called "Authority", and CHEMICAL RECLAMATION SERVICES, LLC hereinafter called "Contractor";

WHEREAS, Authority will sponsor a Household Hazardous Waste Collection Event to provide a safe, convenient place where citizens of Norman can dispose of stored household pollutants and other non-regulated wastes on April 14, 2012; and

WHEREAS, Contractor has knowledge and experience in collecting, identifying, packaging, labeling, hauling, recycling, treating, incinerating, and/or disposing of said pollutants; and

Now, THEREFORE, in consideration of the promises containing herein, the parties hereto agree as follows:

1.0 Scope of Services: Contractor shall perform in a good and professional manner the services identified in the Authority's *Scope of Services*. Any conflict between the terms of this Agreement and the terms of the *Scope of Service*, the *Technical Proposal,* or *Cost Proposal* and any addenda will be governed by the terms of this Agreement.

1.1 Contractor shall have present at the collection site, employees or agents of Contractor (as described in the Technical Proposal) trained in the identification of hazardous and acutely hazardous wastes as defined by Federal law or regulations, and such materials and equipment as necessary to unload, handle, containerize, label, weigh, manifest, load, and transport such wastes from the Household Hazardous Waste Collection Event in a manner conforming to State and Federal laws and regulations.

1.2 All wastes must be weighed and removed from the collection site (or secured) by 6 p.m. on the day of the collection event. Waste manifests showing the waste type, weight of waste and container, container size (or volume), and point of destination shall be provided to Authority prior to transporting wastes off-site. A summary report shall be submitted within 30 calendar days following the collection event. Final waste manifests shall be submitted within 90 calendar days following the collection event

1.3 Contractor shall only accept household wastes from residents of the Norman Community. The Authority shall make this determination.

1.4 Unless the Contractor and the Authority mutually agree, the following items will not be accepted by the Contractor for disposal:

(a) Radioactive materials (as regulated by D.O.T. or the Nuclear Regulatory Commission).
(b) Explosives (as defined by the Bureau of Alcohol, Tobacco, and Firearms) including: organic peroxides (unstable), and picric acid.
(c) Polychlorinated Biphenyls (PCB's).
(d) Compressed gases (aerosol containers are acceptable).
(e) Biological or infectious wastes.
(f) All Poison A compounds as listed in the Hazardous Materials Table of 49 CFR 172.101.
(g) All materials listed as forbidden in the Hazardous Materials table of 49 CFR 172.101.

1.5 Contractor will take title to the waste once accepted by a Contractor's employee at the collection site. Contractor will act as the generator of the waste.

2.0 Warranty: Contractor warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transportation, treatment, and disposal of hazardous wastes. Contractor further warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable State and Federal laws governing its activities under this Agreement, and that it is under no legal restraint or order which would prohibit transfer of possession or title of collected wastes to Contractor or prohibit the servicing of such waste or Contractor's performance of services under this Agreement.

3.0 Indemnification: Contractor shall indemnify, hold harmless, and defend the Authority from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the cost and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the Authority or which the Authority may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations orders, to the extent that such damage was caused by Contractor or Contractor's agents' negligence, willful or intentional act or omission, breach of contract or a failure of Contractor's warranties to be true, accurate, or complete.

4.0 Insurance: Contractor shall procure and maintain at its expense, at least the following insurance:

4.1 Comprehensive General Liability with personal injury not less than $125,000 per person, property damage limits of not less than $125,000 per occurrence and total aggregate amount of not less than $5,000,000.

4.2 Automobile Liability with personal injury not less than $125,000 per person, property damage limits of not less than $125,000 per accident and total aggregate amount of not less than $1,000,000.

4.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $125,000 for each occurrence.

4.4 Pollution Control Liability with an aggregate amount of not less than $3,000,000 per accident.

4.5 Consultant Environmental Liability with an aggregate amount of not less than $5,000,000 per accident.

4.6 Contractor shall furnish certificates of insurance listing the City of Norman and the University of Oklahoma as insured; the certificate shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to the City of Norman.

5.0 Payment Terms:

5.1 Compensation. Contractor shall provide all services in this Agreement at the unit prices stated in the Cost Proposal. Contract amount will not exceed $75,000.00 unless agreed to in writing by Authority. Contractor understands that they will be paid for the actual pollutants collected, either cost per pound or cost per unit for each pollutant or waste stream collected. Contractor shall submit an itemized list of all pollutants collected, by weight and by container size, and multiplied by the specified unit price in the Cost Proposal for that waste stream.

5.2 Approval of Payment. The Authority shall not pay Contractor until fully executed Uniform Hazardous Waste Manifests for all waste and a report summary have been received and accepted by the Authority. The Uniform Hazardous Waste Manifests shall serve as notification that the Household Pollutants were received and properly disposed of by Contractor. The report shall summarize the number of participants, the type and quantity (by weight) of waste, and method of disposal. All invoices not contested in writing with ten (10) business days of receipt of all required information are deemed acceptable by the Authority as true and accurate and are payable in full.

6.0 Independent Contractor: Contractor is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all its employees and operations. Neither Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the Authority.

7.0 Delegation and Subcontracting: Contractor may not, without the prior written consent of the Authority, delegate or subcontract the performance of the work, or any portion thereof, which is by this Agreement undertaken by Contractor.

8.0 Uncontrollable Forces: Neither the Authority nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to forces which are beyond the control of the parties.

9.0 Notice: Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To:	Authority	Contractor
	Norman Utilities Authority	Chemical Reclamation Services, LLC
	Debra Smith	(wholly owned by PSC Env. Serv.)
	P.O. Box 370	405 Powell Street
	Norman, OK 73070	Avalon, TX 76623

9.1 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the Authority.

10.0 Integration and Modification: This Agreement includes the Scope of Services, Technical Proposal, Performance Bond, and Cost Proposal, as attached, and represents the entire and integrated Agreement between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the scope of services herein, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

11.0 Severability: If any portion of this Agreement shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed here from, and the balance of this Agreement shall remain in force and effect.

12.0 Waiver: No waiver of the terms, conditions and/or covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties. No waiver by either party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition of this Agreement, or a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing signed by the parties.

13.0 Assignment: The Authority may not assign this Agreement or any provision hereof without the prior written consent of Contractor, which consent may be withheld.

14.0 Section Headings: Headings of particular sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the sections to which they refer.

15.0 Governing Law: The validity, interpretation and performance of this Agreement, and the legal relations of the parties, shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF. The Parties have executed this Agreement.

DATED this _____ day of _____, 201___.

NORMAN UTILITIES AUTHORITY

Authority	Contractor
Cindy Rosenthal	John Jim O'Brien Vice President
Chairman	Title
Feb 28, 2012	1/26/12
Date	Date
ATTEST	ATTEST
Secretary	Secretary
Seal	Seal

NORMAN UTILITIES AUTHORITY OFFICIAL SEAL OKLAHOMA

APPROVED as to form and legality this 13 day of February, 2012.

City Attorney

Bond No. 1040884

B-1112-26
Contract K-1112-101

PERFORMANCE BOND

Know all men by these presents that Chemical Reclamation Services, LLC as PRINCIPAL, and Lexon Insurance Company, a corporation organized under the laws of the State of Texas, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of seventy five thousand dollars ($75,000), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1112-101) with the AUTHORITY, dated February 16, 2012 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 2011, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the _____day of _____, 20 12.

(Corporate Seal) (where applicable)

ATTEST

~~Corporate Secretary~~ (where applicable)

Chemical Reclamation Services, LLC
PRINCIPAL

Signed:
Authorized Representative

Deborah S. Huston, Secretary
Name and Title

Lexon Insurance Company
SURETY

Signed: Rhesa F. Boulton
Rhesa F. Boulton, Attorney-in-Fact

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 13 day of February, 2012.

AUTHORITY Attorney

NORMAN UTILITIES AUTHORITY OFFICIAL SEAL OKLAHOMA

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this 28th day of February, 2012.

NORMAN UTILITIES AUTHORITY

By: Cindy Rosenthal

Title: Chairman

ATTEST

Brenda Hall

Secretary

POWER OF ATTORNEY

LX - 044595

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Scott D. Chapman, Rhesa F. Boulton, Elaine Lewis, **********

Rosalyn D. Hassell, Martha Silvas, Kevin McQuain, Justin McQuain **********

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $ 6,500,000.00 Six million five hundred thousand dollars ********** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.

LEXON INSURANCE COMPANY A TEXAS INSURANCE COMPANY

LEXON INSURANCE COMPANY

BY _____

David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

_____
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this _____ Day of _____, 20_____.

LEXON INSURANCE COMPANY A TEXAS INSURANCE COMPANY

_____
Donald D. Buchanan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

LX2

PURCHASE REQUISITION NBR: 0000206842

STATUS: DIVISION APPROVAL

REQUISITION BY: WEBB G
REASON: HHW EVENT - APRIL 14 MOBILIZATION FEE & COLLECTION
DATE: 9/10/12

SHIP TO LOCATION: P W - UTILITIES DIRECTOR
SUGGESTED VENDOR: 10291 CHEMICAL RECLAMATION SERVICES
DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HHW EVENT - MOBILIZATION FEE AND COLLECTION COMMODITY: MISCELLANEOUS SERVICES, N SUBCOMMOD: PROFESSIONAL SERVICES (NO	16470.70	DOL	1.0000	16470.70	INV 62100575765

REQUISITION TOTAL: 16470.70

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	03255434324199	Business Services Other Business Services		100.00	16470.70
					16470.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

AMENDMENT NO. 1 TO CONTRACT K-1112-38 CONTINGENT
ON NUA APPROVAL 9-25-12.

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-74

File ID:	K-1213-74	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 18	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	09/11/2012
File Name:	Maintenance Agreement with ODOT for the Jenkins Ave Roadway Lighting Upgrade Project			**Final Action:**	

Title: CONTRACT NO. K-1213-74: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-114B(302)AG, JOB NO. 29010(04) FOR THE JENKINS AVENUE ROADWAY LIGHTING UPGRADE PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-48.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-74 with ODOT; and, if approved, adopt Resolution No. R-1213-48 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 18

Attachments: Text File K-1213-74, Attachment No. 1 - Cost Shares.pdf, Contract K-1213-74.pdf, Location Map - Jenkins Lighting.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: michelle.rudder@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-74

body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Roadway lighting improvements along federal functionally classified roads are eligible for this level of funding.

On June 14, 2011, City Council approved Resolution R-1011-129 which was forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 100% of the construction cost. In the resolution the City agrees to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which normally is 20% but for this safety project will be 0%. The project was submitted for consideration and is currently included in the Association of Central Oklahoma Governments' (ACOG) 2012 Regional Transportation Improvement Plan (TIP).

On January 10, 2012, City Council approved Amendment No. 1 to Contract No. K-1011-84 with H.W. Lochner for design and preparation of construction plans. The $20,000 fee for these services is being funded jointly by the University of Oklahoma and the City of Norman, with each party contributing 50% of the cost. Final plans have been completed and were submitted to ODOT with a request to include the project in their November 2012 bid opening. Construction is anticipated to begin in the spring of 2013 with completion of the work in early summer of the same year.

This project will replace the antiquated street lighting system along Jenkins Avenue, starting north of State Highway 9 and ending at Constitution Street (see attached map). The new system will feature "green" technology with the use of light-emitting diode (LED) lamps. The upgrade is anticipated to save the City approximately $7,000 per year in operating cost.

Design standards, which are similar to those being used in the Main Street Roadway Lighting Upgrade project currently under construction, were developed in cooperation with Oklahoma Gas and Electric (OG&E) staff, who has agreed to provide future maintenance of the system as part of the City's current street lighting contract.

Final plans were completed and have been submitted to the Oklahoma Department of Transportation (ODOT) with a request to include the project in their November 15, 2012 bid opening. Construction is anticipated to begin in late winter/early spring of 2013 with completion of the work expected in May of 2013. The estimated construction cost of $377,400 will be funded with 100% federal funds as a safety improvement project.

DISCUSSION: The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney.

The total project implementation cost would be as presented in Attachment No. 1.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-74 and Resolution R-1213-48 with ODOT for the Jenkins Avenue Continuous Roadway Lighting Upgrade project.

Attachment No. 1
Jenkins Avenue Continuous Roadway Lighting Upgrade
Cost Shares

Project Element	Federal Share	City Share	University of Oklahoma Share
Design	$0.00	$10,000.00	$10,000.00
Construction	$377,400.00	$0.00	$0.00
Total	**$377,400.00**	**$10,000.00**	**$10,000.00**

PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the CITY has been identified as the beneficiary of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

Whereas, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction.

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STPG-114B(302)AG, State Job Number 29010(04) and which consist of actual improvements as follows:

ROADWAY LIGHTING

Roadway Lighting along Jenkins Ave from North of SH 9 to Constitution Street

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's

complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.

7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).

9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:

A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 0.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:

(1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

(2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:

(a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.

(b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.

B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof

without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.

C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.

D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.

F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.

10 The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:

A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and

cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.

D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.

E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.

In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:

(1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

(2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of

the proceeds of such sale.

11 The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.

12 The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."

13 The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of $377,400.00 (including construction inspection) the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 100% of the participating project costs (estimated at $377,400.00). The City agrees that local funds shall be used to provide 0% of the participating project costs (estimated at $0.00) and 100% of the non-participating project costs (estimated at $0.00). The CITY's estimated total obligation is $0.00 (Zero dollars and no cents) which shall be deposited with the DEPARTMENT prior to advertising for bids.
16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.
17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make

such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.

20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant

to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.

23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

D. The Secretary determines that such termination is in the best interest of the State.

STPG-114B(302)AG 29010(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

APPROVED AS TO FORM
AND LEGALITY

_____
City Attorney

City of Norman

_____
Mayor

ATTEST:

_____
City Clerk (Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

_____
Local Government
Division Manager

_____
Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED:

_____
General Counsel

_____
Deputy Director/Chief Engineer

RESOLUTION NO. R-1213-48

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STPG-114B(302)AG, State Job Number 29010(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

CITY OF NORMAN

_____

Mayor

ATTEST:

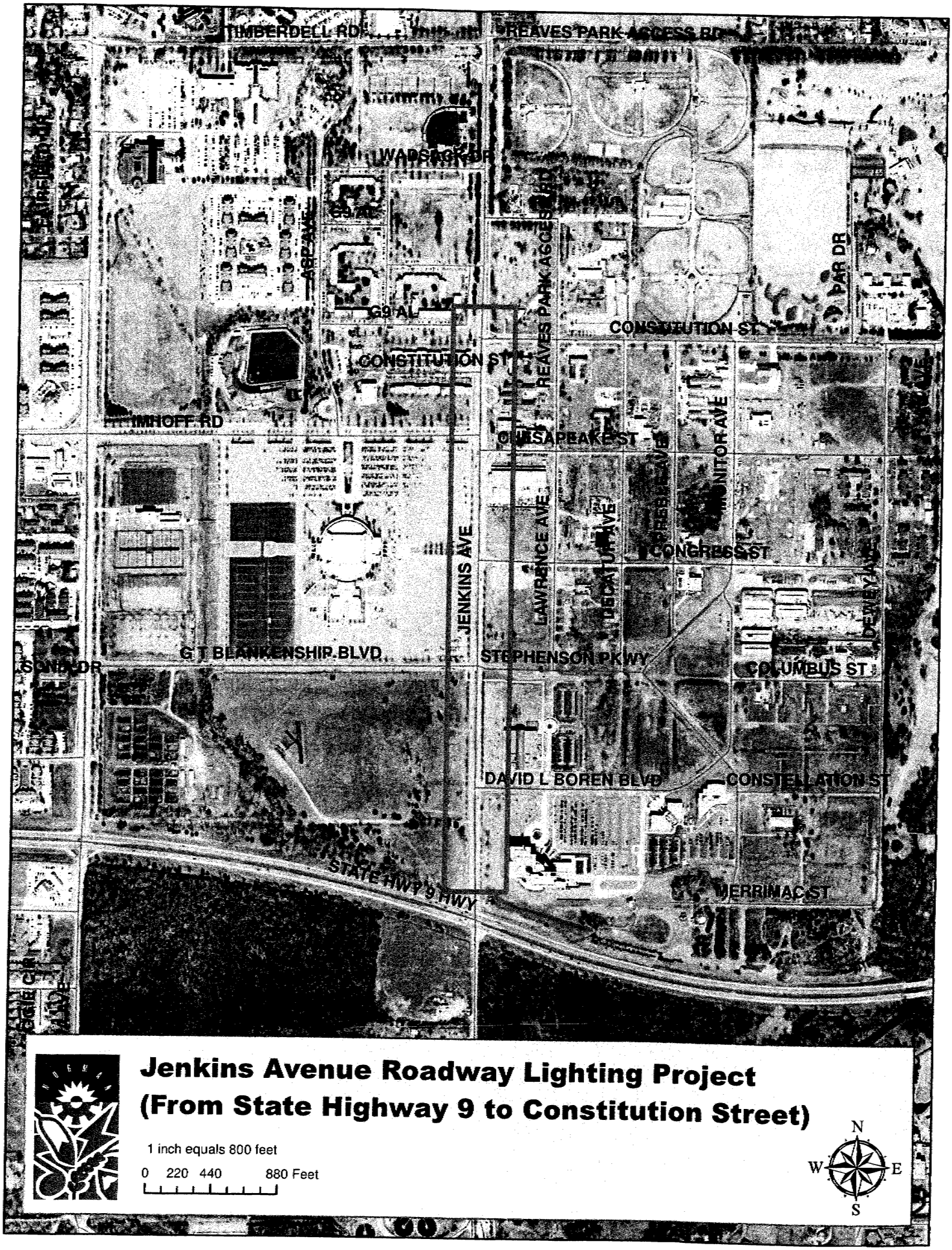
_____

City Clerk

Approved as to form and legality this 18 day of September, 2012

_____

City Attorney



Jenkins Avenue Roadway Lighting Project (From State Highway 9 to Constitution Street)

1 inch equals 800 feet

0 220 440 880 Feet

N W E S

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-75

File ID:	K-1213-75	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 19	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	09/11/2012
File Name:	K-1213-75 Citywide Pavement Marking Project			**Final Action:**	

Title: CONTRACT NO. K-1213-75: A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT NO. STPG-214F(008)AG, JOB NO. 28248(04) FOR THE CITYWIDE PAVEMENT MARKING PROJECT AND ADOPTION OF RESOLUTION NO. R-1213-49.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-75 with ODOT; and, if approved, adopt Resolution No. R-1213-49 and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 19

Attachments: Text File K-1213-75, Contract K-1213-75, Pavement Markings Location Map

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-75

body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost. Installation of pavement markings along federal functionally classified roads is eligible for this level

of funding.

On November 22, 2011, City Council approved Resolution R-1112-66 which was forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 100% of the construction cost. In the resolution the City agrees to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which normally is 20% but for this safety project will be 0%. The project was submitted for consideration and is currently included in the Association of Central Oklahoma Governments' (ACOG) 2012 Regional Transportation Improvement Plan (TIP).

On July 13, 2012, City staff submitted final plans to ODOT with a request to include the project in their November 15, 2012 bid opening. The plans were developed "in house" by the engineering staff in the Traffic Control Division. Construction is anticipated to begin in the spring of 2013 with completion of the work in early May of the same year.

This project will provide durable center lines, lane lines, crosswalks, stop bars, turn arrows and other symbols on several miles of urban arterial roadways (see attached map). The estimated construction cost of $220,000 will be funded with 100% federal funds as a safety improvement project.

DISCUSSION: The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney.

RECOMMENDATION: Staff recommends approval of Contract No. K-1213-75 and Resolution R-1213-49 with ODOT for the Citywide Pavement Marking project.

STPG-214F(008)AG 28248(04)

PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the CITY has been identified as the beneficiary of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

Whereas, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction.

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STPG-214F(008)AG, State Job Number 28248(04) and which consist of actual improvements as follows:

PAVEMENT MARKING

Pavement Markings at various locations in the city of Norman

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's

complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.

6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.

7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).

9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:

A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 0.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:

(1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

(2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:

(a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.

(b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.

B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof

without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.

C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.

D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.

F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.

10 The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:

A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and

cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.

D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.

E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.

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12 The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."

13 The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of $220,000.00 (including construction inspection) the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 100% of the participating project costs (estimated at $220,000.00). The City agrees that local funds shall be used to provide 0% of the participating project costs (estimated at $0.00) and 100% of the non-participating project costs (estimated at $0.00). The CITY's estimated total obligation is $0.00 (Zero dollars and no cents) which shall be deposited with the DEPARTMENT prior to advertising for bids.
16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.
17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make

such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.

20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant

to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.

23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

D. The Secretary determines that such termination is in the best interest of the State.

STPG-214F(008)AG 28248(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this _____ day of _____, _____, and the DEPARTMENT on the _____ day of _____, _____.

APPROVED AS TO FORM
AND LEGALITY

_____
City Attorney

City of Norman

_____
Mayor

ATTEST:

_____
City Clerk (Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

_____
Local Government
Division Manager

_____
Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED:

_____
General Counsel

_____
Deputy Director/Chief Engineer

RESOLUTION NO. R-1213-49

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STPG-214F(008)AG, State Job Number 28248(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, _____.

CITY OF NORMAN

_____

Mayor

ATTEST:

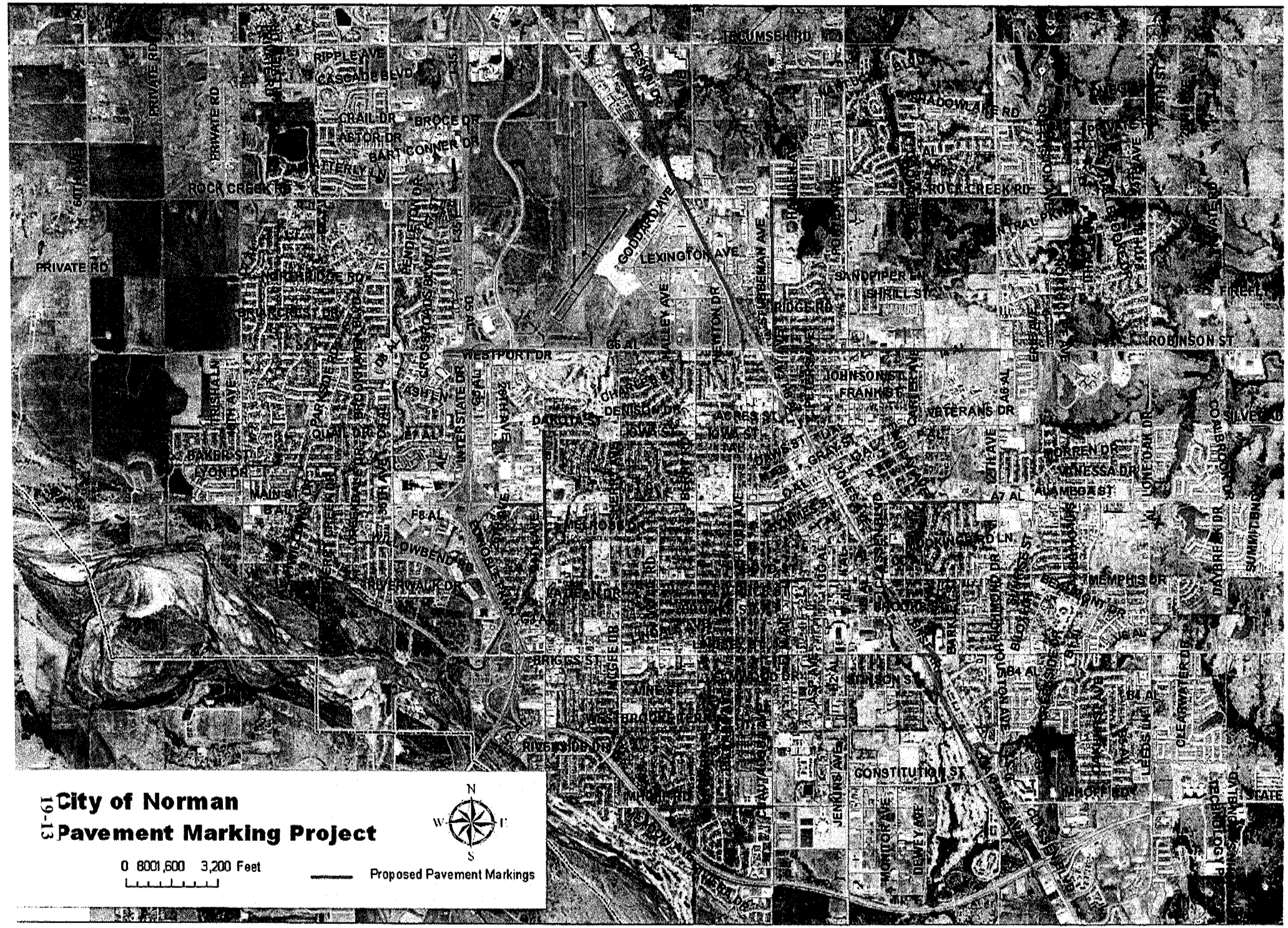
_____

City Clerk

Approved as to form and legality this 18 day of September, 2012

_____

City Attorney


City of Norman
Pavement Marking Project
0 800 1,600 3,200 Feet
Proposed Pavement Markings
N
S
E
W
TECUMSEH RD
RIPPLE AVE
CASCADE BLVD
CRAIL DR
BROCE DR
ASTOR DR
BART CONNER DR
ROCK CREEK RD
PRIVATE RD
NORTHRIDGE RD
BRIARCREST DR
WESTPORT DR
GODDARD AVE
LEXINGTON AVE
SHADOWLAKE RD
SANDPIPER LN
SHRILL ST
RIDGE RD
ROBINSON ST
JOHNSON ST
FRANK ST
VETERANS DR
DENISON DR
IOWA ST
ACRES ST
DAKOTA ST
BAKER ST
LYON DR
MAIN ST
WILLOWBEND RD
RIVERWALK DR
MELROSE DR
BRIGGS ST
RIVERSIDE DR
CONSTITUTION ST
MEMPHIS DR
ALAMEDA ST
MORREN DR
VANESSA DR
JENKINS AVE
MONITOR AVE
DEWEY AVE
IMHOFF RD
CLEARWATER DR
LEEDS LN
DAYBREAK DR
SUMMIT BND
COALBROOK DR
LONE OAK DR
SILVER AD
INTERSTATE DR
HALLEY AVE
NEWTON DR
STUBBEMAN AVE
PENDLETON DR
CROSSROADS BLVD
PARKSIDE RD
BROOKHAVEN BLVD
TRISHA LN
40TH AVE
36TH AVE
26TH AVE
12TH AVE
ERIE AVE
CARTER AVE
GRAY ST
MOOKINGS RD LN
BROOKS ST
BARKLEY ST
RICHMOND DR
HOUSTON AVE
CLASSEN BLVD
MCGEE DR
LINDALE AVE
ELMWOOD DR
WESTBROOKE TERR
CHAUTAUQUA AVE
ASP AVE
HOLLOW AVE
CHARLES ST
DAWS ST
OAK ST
A6 AL
A7 AL
B4 AL
G6 AL
F8 AL
D5 AL
I-35
60TH AVE
PRIVATE RD

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-77

File ID:	K-1213-77	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 20	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	09/06/2012
File Name:	K-1213-77 Ok Tax Commission			**Final Action:**	

Title: CONTRACT NO. K-1213-77: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA TAX COMMISSION TO ENGAGE IN SALES AND USE TAX COMPLIANCE ACTIVITIES.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-77 with the Oklahoma Tax Commission and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 20

Attachments: Text File OTC, OTC audit agreement

Project Manager: Suzanne Krohmer, Budget Manager

Entered by: suzanne.krohmer@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-77

Body

BACKGROUND: Businesses in Oklahoma that sell taxable goods are required to collect applicable state and municipal sales taxes from the purchasers of such goods. Those state and municipal taxes collected from the purchasers are then required to be remitted by the retailer to the Oklahoma Tax Commission. The Oklahoma Tax Commission then sends the taxes paid by the purchasers to the taxing entities. Historically, the OTC has been responsible for pursuing retailers that fail to remit the taxes collected from the purchasers to the OTC. Senate Bill (SB) 750 relating to the collection of sales tax was amended on May 26, 2011 to authorize municipalities to "engage in compliance activities, either directly or through contract with private persons or entities, to augment the collection of the municipal tax by the Tax Commission". The Oklahoma Municipal League states that under the amended bill "municipalities will now have greater leeway to contact local merchants about compliance with the local sales tax ordinance."

DESCRIPTION: The City of Norman could benefit financially from the implementation of delinquent sales, use and franchise tax collection programs authorized by SB 750. The Oklahoma Tax Commission (OTC) publishes a 60-day tax delinquency report which provides information on businesses within Norman that have collected sales taxes from purchasers but have failed to remit those collections to the OTC. However, the OTC often is unable to actively pursue collection of these overdue taxes.

SB 750 sets forth procedures for municipalities to follow in order to exercise the new authority to engage in compliance activity. One of the first actions is to contract with the (OTC) to engage in compliance activities. This contract is in addition and supplemental to the existing master contract with OTC to collect the city's sales and use tax (Contract K-1112-45). Under this Agreement to Engage in Compliance Activities, City of Norman employees will be trained to act as Agents of the OTC for the collection of municipal sales taxes in Norman.

We would also like to enter into a third-party agreement to perform compliance auditing services with RDS (Revenue Discovery Systems), a company that provides compliance auditing and revenue enhancement services. These services will be billed at an hourly rate and based on all time recorded by RDS personnel performing auditing services for the City of Norman. The City of Norman would not authorize RDS to pursue audits that would not potentially generate sufficient revenue to offset the costs of the audit.

With implementation of these new compliance tools, Staff would review the OTC delinquency report internally, and if a true delinquency has occurred, send a notification letter to the vendor that if they do not pay their overdue taxes, a City citation will be issued and a court date established. The City Code (Section 8-410) details the vendor's duty to collect taxes and if a vendor fails, neglects or refuses to collect the full amount of taxes due, then a compliance action in the Municipal Court can be initiated. The goal is to make sure sales taxes paid by purchasers, collected by retailers, are appropriately remitted to the taxing entities. Other cities in Oklahoma that have implemented procedures allowed under SB 705 have reported increased success in gaining compliance with causing retailers to timely remit the taxes they have collected from purchasers.

RECOMMENDATION: Staff recommends that Council approve Contract No. K-1213-77 with the Oklahoma Tax Commission, in order to supplement the tax collection program and to enhance the timely remittance of sales and use taxes collected from purchasers by local retailers.

Contract No. K-1213-77

AGREEMENT TO ENGAGE IN COMPLIANCE ACTIVITIES BY THE CITY/TOWN OF Norman, Oklahoma

THIS AGREEMENT is entered into this ____ day of _____, _____, pursuant to the provisions of Section 2702 E of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission", and the City/Town of Norman, Oklahoma, hereinafter referred to as "Municipality", to authorize Municipality to engage in compliance activities as hereinafter defined.

Definitions

The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

"Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

"Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

1. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;

2. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 28-113 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and

3. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities **shall not include** the following activities, over which the Tax Commission shall have sole authority:

1. Registering new taxpayer accounts,
2. Issuing and administering taxpayer permits,
3. Receiving returns,
4. Receiving remittances of sales and use taxes,
5. Issuing assessments,
6. Conducting hearings under Section 212 of Title 68,
7. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
8. Revoking permits,
9. Taking legal action to close a business,
10. Issuing refunds and credits,
11. Managing audits, and
12. Determination of taxability of sales transactions.

"Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and fails to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

"Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following documented compliance activity of a municipality or person or entity acting under contract with such municipality.

Designation of Compliance Activities by Municipality

Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

Appointment of Persons or Entities as Agents

This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for

Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

Confidentiality of Information Provided

The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

Compensation

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent

seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

Disputes Arising from Agreement

If a dispute arises out of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of State Finance in the manner the Director deems appropriate.

Duration of Agreement

This Agreement shall be in effect from the date first written above and shall remain in effect so long as the Agreement for Administration of the Sales and Use Tax Ordinances executed by Municipality and the Commission is in effect. Either party may terminate this Agreement without terminating the Agreement for Administration of the Sales and Use Tax Ordinances for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first written above.

_____ OF _____

_____
A Municipal Corporation

_____
Mayor

ATTEST: (CITY SEAL)

OKLAHOMA TAX COMMISSION

_____
Thomas E. Kemp, Jr., Chairman

_____
Jerry Johnson, Vice-Chairman

Municipal Clerk	Dawn Cash, Secretary-Member
ATTEST: (STATE SEAL)	APPROVED:
Assistant Secretary – OTC	Director, Taxpayer Assistance Division

APPROVED BY THE CITY OF Norman LEGAL DEPARTMENT

BY _____ DATE 9/18/12

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-78

File ID:	K-1213-78	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 21	**In Control:**	City Council
Department:	Finance Department	**Cost:**		**File Created:**	09/10/2012
File Name:	Sales Tax Compliance Audit Services			**Final Action:**	

Title: CONTRACT NO. K-1213-78: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND PRA GOVERNMENT SERVICES, L.L.C., D/B/A REVENUE DISCOVER SYSTEMS (RDS) IN ORDER TO PERFORM COMPLIANCE AUDIT SERVICES.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-78 with PRA Government Services, L.L.C., d/b/a RDS; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 21

Attachments: Text File K-1213-78, K-1213-78, Confidentiality Agreement

Project Manager: Suzanne Krohmer, Budget Manager

Entered by: suzanne.krohmer@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-78

Body

BACKGROUND: Businesses in Oklahoma that sell taxable goods are required to collect applicable state and municipal sales taxes from the purchasers of such goods. Those state and municipal taxes collected from the purchasers are then required to be remitted by the retailer to the Oklahoma Tax Commission. The Oklahoma Tax Commission then sends the taxes paid by the purchasers to the taxing entities. Historically, the OTC has been responsible for pursuing retailers that fail to remit the taxes collected from the purchasers to the OTC. Senate Bill (SB) 750 relating to the collection of sales tax was amended on May 26, 2011 to authorize municipalities to "engage in compliance activities, either directly or through contract with private persons or entities, to augment the collection

of the municipal tax by the Tax Commission". The Oklahoma Municipal League states that under the amended bill "municipalities will now have greater leeway to contact local merchants about compliance with the local sales tax ordinance."

DESCRIPTION: The City of Norman could benefit financially from the implementation of more effective delinquent sales, use and franchise tax collection programs, through in-house staff collection efforts on behalf of the Oklahoma Tax Commission and through the efforts of external audit firms. These collection efforts are supplemental to the collection efforts performed on the City's behalf by the Oklahoma Tax Commission under the master contract with OTC to collect the City's sales and use tax (Contract K-1112-45).

The Oklahoma Tax Commission has authorized three external auditing firms to act as agents on its behalf to collect municipal sales taxes. We would also like to enter into a third-party agreement to perform compliance auditing services with one of these firms RDS (Revenue Discovery Systems), a company that provides compliance auditing and revenue enhancement services. These services will be billed at an hourly rate and based on all time recorded by RDS personnel performing auditing services for the City of Norman. The City of Norman would not authorize RDS to pursue audits that would not potentially generate sufficient revenue to offset the costs of the audit.

RECOMMENDATION: Staff recommends that Council approve K-1213-78 with PRA Government Services, L.L.C. d/b/a Revenue Discovery Systems. Funds for RDS' services are available in Consultant (account 010-3001-415.40-09).

COMPLIANCE AUDIT AGREEMENT

THIS COMPLIANCE AUDIT AGREEMENT ("Agreement") is made as of the _____ day of _____ 20__ (the "Effective Date"), by and between PRA Government Services, LLC, a Delaware limited liability company d/b/a RDS ("RDS"), and City of Norman , an Oklahoma municipal corporation ("CLIENT")(each of RDS and CLIENT a "Party" and together the "Parties").

1. Designation of Auditing Services to be Performed. RDS will perform compliance Auditing Services, as defined below, on behalf of the CLIENT related to revenues as designated by the CLIENT. These auditing services may relate to the following types of revenue, among others: Sales & Use Tax, Rental (Lease) Tax, Lodgings Tax, Transient Occupancy Tax, Hotel/Motel Tax, Alcohol Tax, Tobacco Tax, Business License Tax, Business Occupation Tax, Employer Occupational Tax, Motor Fuels Tax, Gasoline/Diesel Tax, Severance Tax, and other taxes and fees.

2. Information Provided. CLIENT represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.

3. Compliance with Laws. Each Party accepts responsibility for and agrees to comply with all federal, state, and local laws (statutory and judicial), regulations, ordinances, and directives that are applicable to it in relation to the performance of its obligations under and in relation to this Agreement.

4. Audit Procedures & Methodology. RDS will comply with any Taxpayer Bill of Rights, including review and appeals processes, statutory guidelines or administrative procedures as outlined in applicable authoritative sources. Authoritative documentation related to services as provided for in this agreement is outlined in Oklahoma Administrative Code Title 710.

5. Auditing Services, Fees, and Expenses.

   i. RDS Compliance Auditing Services. "Auditing Services" to be performed by RDS for CLIENT under this Agreement include all services undertaken by RDS personnel in auditing for compliance with payment obligations for the taxes and fees designated by CLIENT hereunder, including without limitation all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if applicable), and all services related to closing an audit.

   ii. RDS Fees and Reimbursable Expenses. CLIENT agrees to pay RDS fees ("Fees") based on all time recorded by RDS personnel performing Auditing Services for CLIENT at an hourly rate of eighty-five dollars ($85.00). There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 3%.

      1. Travel Expenses: Client will be billed for reasonable travel expenses, including mileage, hotel fees and per diem in accordance with federally approved travel guidelines.

      2. Billing Increments in Computing Fees: Time will be recorded in 6-minute intervals (.1 hours).

      3. Shared Audit Fees: When audits for CLIENT overlap with audits for other RDS clients or clients of RDS affiliates, the time is billed according to actual auditing time spent working for each client. Travel time and expenses are distributed evenly among the applicable clients. In no event will time or expenses be billed at more than 100% of the total.

      4. No Tie to Recovery: Client agrees to pay all Fees and reimbursable expenses when due, regardless of any recovery.

5. Payment Terms: RDS will invoice CLIENT monthly for Fees and reimbursable expenses. CLIENT agrees to pay RDS in full for all amounts invoiced within 30 days of RDS's invoice date, and agrees to pay a late fee of $25 plus interest on any amounts not paid within 30 days of RDS's issuance of an invoice at a monthly rate of 1.5%. CLIENT agrees to reimburse RDS for all expenses, including without limitation reasonable attorneys' fees and legal expenses, associated with the collection of amounts due to RDS under this Agreement.

6. Reporting to CLIENT.

   i. RDS will provide CLIENT with monthly reports which may include, without limitation, a detail of monthly audit activity related to Audit Services, data regarding current audits in progress, findings to date, and Oklahoma Tax Commission acceptances of findings. These reports will be provided by the 10th of the month following each calendar month.

   ii. CLIENT AGREES TO EXAMINE ALL INVOICES AND REPORTS IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO RDS WITHIN 60 DAYS OF CLIENT'S RECEIPT, SUCH INVOICES AND REPORTS WILL BE DEEMED ACCURATE AND CORRECT.

7. Company Audit. Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SAS 70 Type II report and will be made available upon request.

8. Term of the Agreement; Termination. The term of this Agreement shall commence on the Effective Date and end on the date that is three years following the Effective Date (as modified by the next sentence, the "Term"), unless this Agreement is earlier terminated pursuant to this Section 8 below, provided funds have been made available through the City of Norman budget process. Commencing on the date that is one month after the Effective Date, and on the first day of each month thereafter (such date and the first day of each month thereafter the "Renewal Date"), the Term shall be automatically extended so as to terminate three years following such Renewal Date, unless at least 30 days prior to the Renewal Date either party gives written notice to the other party that the Term shall not be so extended. Notwithstanding the foregoing, either party may terminate this Agreement prior to the end of the Term upon 90 days' advance written notice in the event that the other party materially breaches the terms of this Agreement and such breach is not remedied within 60 days after the non-breaching party's written notice setting forth in reasonable detail the facts and circumstances claimed to provide a basis for such breach.

9. Effect of Termination. Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. The CLIENT shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.

10. Insurance. RDS will maintain in force throughout the term of this Agreement insurance coverage that includes, at a minimum, the following:

    (a) Worker's Compensation Insurance in an amount that is in accordance with applicable laws;

    (b) Comprehensive General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate;

    (c) Business Automobile Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage;

    (d) Comprehensive Crime Insurance with a limit of $1,000,000; and

    (e) Professional Liability Insurance (Errors and Omissions) with a limit of $1,000,000.

The Comprehensive General Liability Insurance and Business Automobile Liability Insurance specified above shall name the CLIENT and its agents, officers, and employees as additional insureds. The coverage specified in this Section 10 may be in the form of a direct policy or combination of direct and excess/umbrella policies. Certificates of Insurance shall be delivered to CLIENT prior to RDS's commencement of Auditing Services. Each certificate shall provide that insurer will endeavor to provide no less than thirty (30) days prior written notice to CLIENT in the event of cancellation of the coverage (10 days for nonpayment of premium) evidenced by such certificate at its address. The insurance specified in this Section 10 shall be acquired from insurance companies properly licensed by the State of Oklahoma.

11. Confidentiality. The Parties agree to execute, immediately upon execution of this Agreement, a Confidentiality Agreement substantially in the form attached here to Exhibit A. In addition, all information designated as confidential by either Party and given or delivered to the other Party shall be held by the recipient in confidence and shall not be used except for internal business purposes.

12. No Solicitation. During the Term of this Agreement, and for a period of one year after its termination or expiration, or the date that is one year after entry of final judgment in any action regarding the enforceability of this provision if such date is later, CLIENT shall not directly or indirectly, without the prior, express written approval of RDS, offer or give employment to or retain the services as an independent contractor of any person or entity that was an employee, officer, member, manager, independent contractor, agent, or subcontractor of RDS (each an "RDS Representative") within the one year period preceding the date of termination or expiration of this Agreement if such employment or service shall relate to duties, tasks, responsibilities, or functions similar to those performed by the RDS Representative on behalf of RDS.

13. Notices. All notices, requests, demands and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given:

    a. When delivered personally (against a signed receipt);
    b. On the designated day of delivery (other than a weekend or U.S. federal government holiday) after being timely given to an express overnight courier with a reliable system for tracking delivery;
    c. Four (4) business days after the day of mailing, when mailed to an address in the United States by United States mail, registered or certified mail, return receipt requested and postage prepaid; or
    d. Ten (10) business days after the day of mailing, when mailed to an address in the continental United States from outside of the continental United States by local mail service, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

In the case of the CLIENT:

City of Norman
Attention: Anthony Francisco, Director of Finance
201 West Gray Street
Norman, OK 73069

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

City of Norman
Attention: Steve Lewis, City Manager
201 West Gray Street
Norman, OK 73069

In the case of RDS:

PRA Government Services, LLC (d/b/a RDS)
2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203
ATT: Kennon Walthall, SVP Operations

and Chief Operating Officer

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

Judith S. Scott
Executive Vice President and General Counsel
Portfolio Recovery Associates, Inc.
140 Corporate Blvd., Suite 100
Norfolk, VA 23502

Either party may from time to time change its address or designee for notification purposes (so long as in the United States) by giving the other prior notice of the new address or designee and the date upon which it will become effective.

14. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

15. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CLIENT to: (i) any corporation or entity into which or with which RDS has merged or consolidated, (ii) any parent, subsidiary, successor or affiliate of RDS, or (iii) any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

16. Force Majeure. RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

17. Subcontractors. RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

18. Intellectual Property Rights. The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to RDS be deemed included within the Work Product.

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

20. Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original but all of which taken together shall constitute but one and the same Agreement.

22. Survival. The terms and provisions of this Agreement that by their meaning and context are intended to survive the termination or expiration of this Agreement shall so survive the termination or expiration of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties has executed and delivered this Compliance Audit Agreement under seal effective as of the date first written above.

CLIENT:

THE CITY OF NORMAN , an Oklahoma municipal corporation

By: _____

Print Name: CINDY ROSENTHAL

Title: MAYOR

Dated: _____, 20__

RDS:

PRA GOVERNMENT SERVICES, LLC, a Delaware limited liability company d/b/a RDS

By: _____

Print Name: _____

Title: _____

Dated: _____, 20__

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 9/18/12

EXHIBIT A
CONFIDENTIALITY AGREEMENT

PRA Government Services, LLC, a Delaware limited liability company d/b/a RDS (the "Non-Disclosing Party") has requested information disclosure from the City of Norman, an Oklahoma municipal corporation (the "Disclosing Party") in connection with the Non-Disclosing Party's performance of compliance auditing services related to certain taxes assessed by the Disclosing Party under a Compliance Audit Agreement between Non-Disclosing Party and Disclosing Party dated as of September 7, 2012, as may be amended from time to time (the "Compliance Audit Agreement") (the "Purpose"). The Disclosing Party wishes to protect the confidentiality of certain nonpublic tax information to be provided to the Non-Disclosing Party in connection with the Compliance Audit Agreement (the "Tax Information") and will disclose such information to the Non-Disclosing Party only in accordance with the terms and conditions of this Confidentiality Agreement (the "Agreement"). In pursuit of the above and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Disclosing Party and the Non-Disclosing Party hereby agree as follows:

1. All Tax Information of any kind, in whatever form, that has been or may hereafter be disclosed or furnished, whether in writing or orally, to Non-Disclosing Party by Disclosing Party (or the shareholders, members, equity holders, directors, officers, employees, agents, consultants, independent contractors, affiliates, partners, joint venturers, advisors, or other representatives, including without limitation legal counsel, accountants, and financial advisors of the Disclosing Party (each a "Representative" of the Disclosing Party and collectively, the Disclosing Party's "Representatives")) or which may be learned by the Non-Disclosing Party as a result of such disclosure, shall be treated as the confidential information of Disclosing Party, shall be held in strict confidence, shall not be used by the Non-Disclosing Party other than for the Purpose defined above, and shall not be disclosed by Non-Disclosing Party to any other party without Disclosing Party's prior written consent, provided, however, that such information may be disclosed by Non-Disclosing Party to such of its employees, officers, subcontractors, and agents as reasonably require the same for the aforesaid Purpose and who are bound by obligations to Non-Disclosing Party consistent with Non-Disclosing Party's obligations hereunder.

2. The confidentiality obligations set forth in this Agreement are in addition to any confidentiality obligations imposed by circumstance or underlying law, including without limitation Section 205 of Title 68 of the Oklahoma Statutes. The Non-Disclosing Party's obligations pursuant to this Agreement shall remain in full force and effect and shall survive the termination or expiration of the Compliance Audit Agreement for so long as information continues to meet the definition of Tax Information set forth herein. Once the Disclosing Party's activities related to the Purpose have been completed, or at any time upon the request of the Disclosing Party, the Non-Disclosing Party agrees to return to the Disclosing Party all Tax Information disclosed by the Disclosing Party hereunder, including without limitation all physical embodiments, electronic embodiments, photocopies or reproductions thereof.

3. The Non-Disclosing Party shall not disclose any Tax Information disclosed hereunder except as is allowed in Section 1 above or (a) to the extent required by law to any government unit or agency which has the right to review the same, (b) to any individual or entity to the extent the Non-Disclosing Party is required to disclose such information pursuant to law or (c) if such information is or becomes available to the public by lawful means and in any way other than as a result of disclosure by the Non-Disclosing Party, its employees, agents or officers. The Non-Disclosing Party shall give the Disclosing Party prior written notice of any such disclosure. Notwithstanding such disclosure pursuant to (a), (b) or (c) above, the Non-Disclosing Party shall not have any right to use the Tax Information for other than the Purpose set forth herein.

4. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Non-Disclosing Party and the Disclosing Party have executed and delivered this Confidentiality Agreement effective as of _____ ___, 20__.

DISCLOSING PARTY:

THE CITY OF NORMAN, an Oklahoma municipal corporation

By: _____

Print Name: _____

Title: _____

Dated:_____, 20__

NON-DISCLOSING PARTY:

PRA GOVERNMENT SERVICES, LLC, a Delaware limited liability company d/b/a RDS

By: _____

Print Name: _____

Title: _____

Dated:_____, 20__

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-79

File ID:	K-1213-79	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 22	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	09/11/2012
File Name:	K-1213-79 Sobordination 1424 Chambers Drive			**Final Action:**	

Title: CONTRACT NO. K-1213-79: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MCCLAIN BANK TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 1424 CHAMBERS STREET.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-79 with McClain Bank; and, if approved, authorize the execution of the contract.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 22

Attachments: Text File K-1213-79, K-1213-79

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-79

Body

BACKGROUND: In December 2008 the City of Norman HOME Partnership Program provided $5,000 as downpayment assistance to Samir A. Alawazzi for the purchase of a home at 1424 Chambers Street as a part of the NCRC Homebuyer Program. The NCRC Homebuyer Program is operated in conjunction with the Norman Community Reinvestment Council (NCRC), a 501(c)(3) corporation that is comprised of Norman banking institutions providing assistance to lower income citizens of Norman. Five hundred forty-two (542) such loans have been made since the program was initiated in 1995 to provide down payment assistance and closing costs to income-qualified Norman

citizens in the purchase of their first home.

As a condition of funding, a lien was placed on the property and was filed as a subordinate mortgage to the primary mortgage on the property. Any modification of the primary mortgage requires resubordination of the lien. The program does not require repayment of the loan as long as the applicant maintains their home as their primary residence for five years; and at the end of five years the subordinate mortgage is released.

DISCUSSION: Approval of the request for subordination of the lien on 1424 Chambers Street would allow the owner to secure a loan to refinance the primary mortgage that will provide a lower interest rate to reduce the house payment by $274.11 per month. Documentation from McClain Bank including a Certification of Mortgage Loan Refinancing, Good Faith Estimate, and a Truth in Lending Disclosure Statement were provided. The Subordination Agreement that will be filed with the new primary loan is attached. In accordance with the adopted City of Norman Housing Handbook, these documents prove that all funds will be used for the refinancing of the home, with no funds going toward payment of debt.

Subordination of the lien would assist in making more money available for the upkeep of the property. The City would maintain a second position on the property. Additionally, the request meets the requirements of our policy to subordinate only for the purposes of lowering payments or improving the home, and the terms and conditions of program participation as described in the subordinate mortgage executed in December 2008 will not be modified.

RECOMMENDATION: Approval of Contract No. K-1213-79 for subordination of the lien on 1424 Chambers Street is recommended. Subordination of liens in the HOME Partnership Program is allowed by the Department of Housing & Urban Development and is consistent with program goals.

SUBORDINATION AGREEMENT

Know All Men By These Presents:

That, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, in hand paid, receipt of which are hereby acknowledged, THE CITY OF NORMAN, an Oklahoma Municipal Corporation, the undersigned, has agreed, and by these present, does agree with Samir A Alwazzi that the lien of a certain mortgage to McClain Bank, from said Samir A. Alwazzi.

Dated the _____ day of _____, ____, and recorded in Book _____ at Pages _____ of the records of Cleveland County, Oklahoma, upon the following described real property, to-wit:

Lot 8 in Block 3 Park Place Addition Section 5 to Norman, Cleveland County, Oklahoma according to the recorded plat thereof. 1424 Chambers Drive.

Shall be prior and superior lien upon said property to the lien of that certain Mortgage on said real property, from said Samir A.Alwazzi THE CITY OF NORMAN, dated December 19, 2008 and recorded in Book 4562 at Pages 1421-1428 of the records of Cleveland County, Oklahoma, and such priority shall be accorded said first above described mortgage, notwithstanding that said mortgage was dated and recorded subsequent to the date and recordation of the said second above described mortgage. If superior mortgage is renewed, extended or assigned, it is still the intent that this Subordination Agreement be enforced.

SIGNED AND AGREED TO THIS 11 DAY OF September, 2012.

SHIRLEY RANEY NOTARY 08001861 EXP 2/14/16 PUBLIC STATE OF OKLAHOMA

By: Samir A. Alwazzi

State of Oklahoma
County of Cleveland

This instrument was acknowledged before me on the 11th day of September, 2012

My commission expires: February 14, 2016

Shirley Raney
Notary Public

SIGNED AND AGREED TO THIS _____ DAY OF _____, _____.

THE CITY OF NORMAN, OKLAHOMA

BY: _____
Cindy S. Rosenthal, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

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

_____
City Attorney's Office

State of Oklahoma
County of Cleveland

On this _____ day of _____, _____, before me, the undersigned, a Notary Public, personally appeared Cindy S. Rosenthal, Mayor for THE CITY OF NORMAN, OKLAHOMA, who executed the foregoing document as his voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires: _____

_____
Notary Public

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-80

File ID:	K-1213-80	**Type:**	Contract	**Status:**	Consent Item
Version:	2	**Reference:**	Item No. 23	**In Control:**	City Council
Department:	Utilities Department	**Cost:**	$84,000.00	**File Created:**	09/12/2012
File Name:	K-1213-80 for Wastewater Sludge Reduction			**Final Action:**	

Title: CONTRACT NO. K-1213-80: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SORCE, INC., IN THE AMOUNT OF $84,000 TO PROVIDE WASTEWATER SLUDGE REDUCTION SERVICES

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Contract No. K-1213-80 with Sorce, Inc., in the amount of $84,000; and, if accepted, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 23

Attachments: Text File K-1213-80, K-1213-80, Requisition 206986

Project Manager: Steve Hardeman, Water Reclamation Facility Superintende

Entered by: mark.daniels@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-80

Body

BACKGROUND: In 2000, the Norman Water Reclamation Facility (WRF), formerly the Norman Wastewater Treatment Plant, completed a new activated sludge treatment process to meet effluent discharge requirements as set forth by the Oklahoma Department of Environmental Quality (ODEQ). The new process greatly reduced the quantity of pollutants discharged to the Canadian River while increasing the quantity of sludge (or biosolids) to be handled and processed at the WRF.

Since that time, the WRF staff has worked diligently to find cost effective means to dispose of the increased sludge volume. Initially, two tanker trucks hauled liquid sludge (about 1.5% solids) to land application sites. However, during inclement weather, liquid sludge hauling could not keep pace with sludge generation and excess sludge had to be stored in the storm holding ponds. These ponds are

typically utilized for temporary storage of excess wastewater flow resulting from rainfall events.

In an effort to process the sludge generated, the Norman Utilities Authority (NUA) has also authorized several sludge hauling and disposal contracts with outside contractors.

On October 14, 2003, the Norman Utilities Authority (NUA) approved Contract K-0304-65 with Sorce, Inc. (Sorce) to introduce a microbial solution to aid in thickening the excess sludge stored in the storm holding ponds. The initial contract was successful in thickening the sludge and reducing the volume of sludge to be land applied by outside contractors. Since that time, six amendments to Contract K-0304-65 extended the contract. Over the term of the Sorce contract, the volume of stored sludge was reduced over 50 MG, which translates into a savings of more than $1,000,000 in sludge disposal costs.

DISCUSSION: In recent months, the WRF has experienced treatment and processing issues, which for the most part, is caused by process units still overloaded with excess solids. The solids thickening and dewatering centrifuges are not able to process the backlog of solids in the clarifiers, aeration basins and storm holding ponds. Secondary or backup centrifuges, as well as other process improvements to be constructed in the Phase II WRF Improvements are needed to process the excess solids inventory. Staff has also been evaluating other methods to expedite sludge digestion and reduce our dependence upon outside contract labor.

In order to reduce future sludge disposal costs, approval of proposed Contract K-1213-80 with Sorce, a sole source vendor, is recommended. The contract will authorize Sorce to treat solids in the storm holding ponds by introducing organisms to enhance sludge decomposition and allow staff to further decant water from (thicken) the stored sludge. Staff has seen a 50 to 60% decrease in solids to be disposed as a result their services.

The 12-month, $84,000 contract can be funded from Wastewater Biosolids account 032-5545-432.41-21, Sludge Removal, which currently has an unencumbered balance of $157.600.

RECOMMENDATION: Staff recommends that the NUA approve Contract K-1213-80 with Sorce, Inc. for sludge reduction in the amount of $84,000.

2012 Professional Service Agreement

THIS PROFESSIONAL SERVICE AGREEMENT (collectively with all exhibits, supplements and other documents attached hereto ("Agreement"), is entered into this _____ day of _____, 2012 by and between Sorce Inc., a Tennessee corporation ("Sorce"), and Norman Utilities Authority, Norman, Oklahoma ("NUA").

WHEREAS, NUA has previously entered into a similar Professional Service Agreement's with Sorce dated October 14, 2003 and expired on December 22, 2004.

WHEREAS, NUA has entered into six extensions of that Professional Service Agreement with Sorce continuing services through December 22, 2010.

WHEREAS, NUA elected to allow the Professional Service Agreement extension to expire on December 22, 2010 and elected not to extend the contract.

WHEREAS, NUA desires to obtain from Sorce, and Sorce desires to provide to NUA the services described in Exhibit A.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

Effective on the date of NUA approval, the parties accept the terms of this new 2012 Professional Service Agreement and provision provided in Exhibit A to the agreement.

IN WITNESS WHEREOF, this Agreement has been entered into to be effective as of the date first above written.

Norman Utilities Authority:

By: _____

Name: _____

Title: _____

Address: P.O. Box 370
Norman, Oklahoma 73070

ATTEST

Name: _____
Secretary

Contact Person: Steve Hardeman

E-Mail: steve.hardeman@ci.norman.ok.gov
Telephone: (405) 292-9726
Facsimile: (405) 292-9735

Sorce, Inc.:

By: _____

Name: Michael Bowling

Title: President

Address: P. O. Box 1493
Hixson, Tennessee 37343

ATTEST

Name: Alan Wernick
Secretary

Contact Person: Martin Wernick

E-Mail: mwernick@sorceinc.net
Telephone: (423) 875-4183
Facsimile: (423) 875-0736

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 2/7/12

Exhibit A

Location: City of Norman, OK, Water Reclamation Facility

Equipment

NUA will provide three (3) bulk-mixing tanks, mixers and pumps for storage and application of Sorce's organisms. NUA will retain ownership of the equipment and will perform all maintenance and/or repair of the existing equipment.

Products and Services Provided by Sorce for Sludge Reduction

A. Maintenance and Fees

1. The Maintenance Period will continue for a period of twelve (12) months beginning on November 1, 2012.

2. Sorce will provide labor, organisms and nutrients to treat the Storm Holding Ponds (including Cell #1, otherwise known as the Northeast Pond, or Cell #2, otherwise known as the Northwest Pond) at the monthly rate of $7,000, for a period of twelve months, beginning on November 1, 2012.

3. Not withstanding the provisions of the next section (4), NUA may terminate this agreement without cause at any time after October 1, 2013 by providing Sorce 30 days written notice.

4. NUA will be responsible for measuring the performance of Sorce's treatment program. Sorce agrees that normal reductions in waste water without treatment approximates 15% of initial waste water volumes and subsequent influent and that such natural reduction is appropriate in determining cost savings.

5. Diffused aeration shall be operated on a continuous basis. Diffused aeration will be terminated at least three (3) days prior to the decanting date.

6. The initial sludge level as of the Contract Date will be equal to the total gallons contained in Cell #1 as of the end of the day immediately preceding the Contract Date. In the event that the NUA re-designates treatment to Cell #2 as provided in item 2, the initial sludge level will be equal to the total gallons contained in the newly designated Cell as of the end of the day immediately preceding the date the cell will initially be treated.

PURCHASE REQUISITION NBR: 0000206986

STATUS: DIVISION APPROVAL

REQUISITION BY: LENGLETT REASON: WASTEWATER SLUDGE REDUCTION DATE: 9/12/12

SHIP TO LOCATION: UD-WASTE WATER TREATMENT SUGGESTED VENDOR: 6725 SORCE INCORPORATED DELIVER BY DATE: 9/25/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WASTEWATER SLUDGE REDUCTION/MICROBIAL SOLUTION CONFIRM PO, DO NOT MAIL. COMMODITY: LABORATORY AND FIELD EQUI SUBCOMMOD: MICROBIOLOGY EQUIPMENT AN	84000.00	DOL	1.0000	84000.00	

REQUISITION TOTAL: 84000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	03255454324121	Business Services Sludge Removal		100.00	84000.00
					84000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON COUNCILS APPROVAL 09/25/12.
CONTRACT K-1213-80

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-81

File ID:	K-1213-81	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 24	**In Control:**	City Council
Department:	Public Works Department	**Cost:**		**File Created:**	09/14/2012
File Name:	K-1213-81 RW Agreement with ODOT			**Final Action:**	

Title: CONTRACT NO. K-1213-81: A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR FEDERAL-AID PROJECT STP-114B(301)AG, J/P NO. 29009(04) PAVEMENT OVERLAYS ON SEGMENTS OF TECUMSEH ROAD, 24TH AVENUE N.W. AND WEST LINDSEY STREET AND ADOPTION OF RESOLUTION NO. R-1213-51.

ACTION NEEDED: Motion to approve or reject Contract No. K-1213-81 with ODOT; and, if approved, adopt Resolution No. R-1213-51, and authorize the execution of the contract and resolution.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 24

Attachments: Text file K-1213-81, K-1213-81, LocationMap-24thAveNW.pdf, LocationMap-LindseySt.pdf, LocationMap-TecumsehRd.pdf

Project Manager: Angelo Lombardo, Traffic Engineer

Entered by: michelle.rudder@NormanOK.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-81

Body

BACKGROUND: The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately $15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area.

Pavement overlay projects along functionally classified roadways are eligible for 80% federal funding.

On June 14, 2011, City Council approved Resolution R-1011-131 which was forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 80% of the construction cost of pavement overlays along the following roadway segments:

- Tecumseh Road, between 60th Avenue NW and Norman Regional Parkway
- 24th Avenue NW, between Boardwalk and Tee Drive
- Lindsey Street, between 36th Avenue SW and Ed Noble Parkway

In the resolution the City agrees to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which for this project is 20% of the construction. The project was submitted for consideration and is currently included in the Association of Central Oklahoma Governments' (ACOG) 2012 Regional Transportation Improvement Plan (TIP).

Construction plans were developed in-house by the Traffic Control Division and submitted to ODOT with a request to include the project in their January 2013 bid opening. Construction is anticipated to begin in the spring of 2013 with completion of the work in early summer of the same year.

In addition to the pavement overlays, the project includes new striping and some sidewalk and wheel chair ramp upgrades. The estimated construction cost of $1,472,270 will be funded with 80% federal funds ($1,177,816) and 20% local funds ($294,454).

DESCRIPTION: One of the conditions outlined in the programming resolution describes the City's willingness to undertake the acquisition of right-of-way, relocation of public utilities, and removal of encroachments, when applicable. Although there will be no additional right-of-way, utility relocations or encroachment removal associated with this project, the Oklahoma Department of Transportation requires the execution of a project agreement. For this purpose, the Oklahoma Department of Transportation has prepared a Right-of-Way, Public Utility, and Encroachment agreement. The City has been asked to approve it with the adoption of a resolution. The agreement addresses the responsibilities of both the City and the Oklahoma Department of Transportation in the unlikely event that such activities may be necessary to complete the project. The City Attorney has reviewed and approved its content.

RECOMMENDATION: Staff recommends approval of contract No. K-1213-81 and resolution R-1213-55 with ODOT for the acquisition of right-of-way, relocation of utilities and removal of encroachments associated with pavement overlays on segments of Tecumseh Road, 24th Avenue NW and West Lindsey Street.

Population 110925

RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Norman, Cleveland County,Oklahoma, hereinafter called the City and the Department of Transportation of the State of Oklahoma, hereinafter called the Department,

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

In connection with the location and improvement of a portion of the City Street System within the corporate limits of the City, now designated as overlay parts of Tecumseh, 24th Ave. NW and Lindsey Street extension under plans and specifications for , STP-114B(301)AG, Job No. 29009(04).

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official grade and drainage plans of the Underwriter for the streets, boulevards, or arterial highway included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the City and City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. That prior to the advertising of the project for bids (as to that part of the

project lying within the present corporate limits) it will:

(a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.

(b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.

(c) Prohibit parking on that portion of the project within the corporate limits of the Local Public Agency.

(d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.

(e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

(a) Determine and locate, with the Department's approval, a detour route over existing city streets, if a re-routing of traffic or a detour is necessary during the period of construction.

(b) Be responsible during or subsequent to construction, for all costs for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.

(c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

(d) To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, it's officers and employees, and shall process and defend at it's own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the ***Oklahoma Governmental Tort Claims Act***, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.

e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality(ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans

4. That subsequent to the construction of said project, City will:

(a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

(b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 OS 2001,

Section 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.

(c) Regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping, and turns, in accordance with 47 OS 2001, 15-104, et seq. and to make no changes in the provisions thereof without the approval of the Department.

(d) Maintain all that part of said project within the corporate limits of the City.

(e) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way & Utilities Division for the Department shall be required before any sale is made.

5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

6. That it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

7. To acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project.

(a) Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

(b) Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part

24 in the acquisition of all necessary right-of-way and relocation of all displacees.

(c) That as a condition to receiving any Federal Financial Assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d-35 seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of federally-assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

8. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all costs associated with the relocation assistance payments. The Department, upon request, will supply a list of service providers who have been prequalified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the Department's prequalified list or advise the Department in writing that their in-house personnel have the knowledge, skills, & abilities to effectively manage the Relocation Assistance Program. The City agrees to comply with all applicable rules, regulations, statues, policies and procedures of both the United States and the State of Oklahoma and specifically The Uniform and Relocation Assistance and Real Property Acquisition Act, 49 CFR 24. The City agrees to create & seat a Relocation Assistance Program Appeals Board pursuant to 49 CFR Sec. 24.10 or submit a written request to the Department requesting that the Department function in such capacity on behalf of the City. Before any relocation assistance payments are made by the City, all files with parcels requiring relocation assistance shall be submitted to the Department for audit & compliance review by the Department. The Department shall be notified in writing within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire, ect. shall be addressed to Acquisition Branch, Right-of-Way & Utilities Division, Oklahoma Department of Transportation, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the City agrees to construct said project in

accordance with said plans and specifications; provided that the right to review and approve and to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the ___ day of _____, 20__, and the State on the ___ day of _____, 20__.

ATTEST:

_____
City Clerk

CITY OF NORMAN

_____
Mayor

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE _____

REVIEWED AND APPROVED AS TO FORM AND LEGALITY

_____
Chief, Legal Division (ODOT)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

_____
Director

RESOLUTION R-1213-55

WHEREAS, it appearing reasonable and necessary for the CITY OF NORMAN , CLEVELAND COUNTY, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as STP-114B(301)AG J/P 29009(04), in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

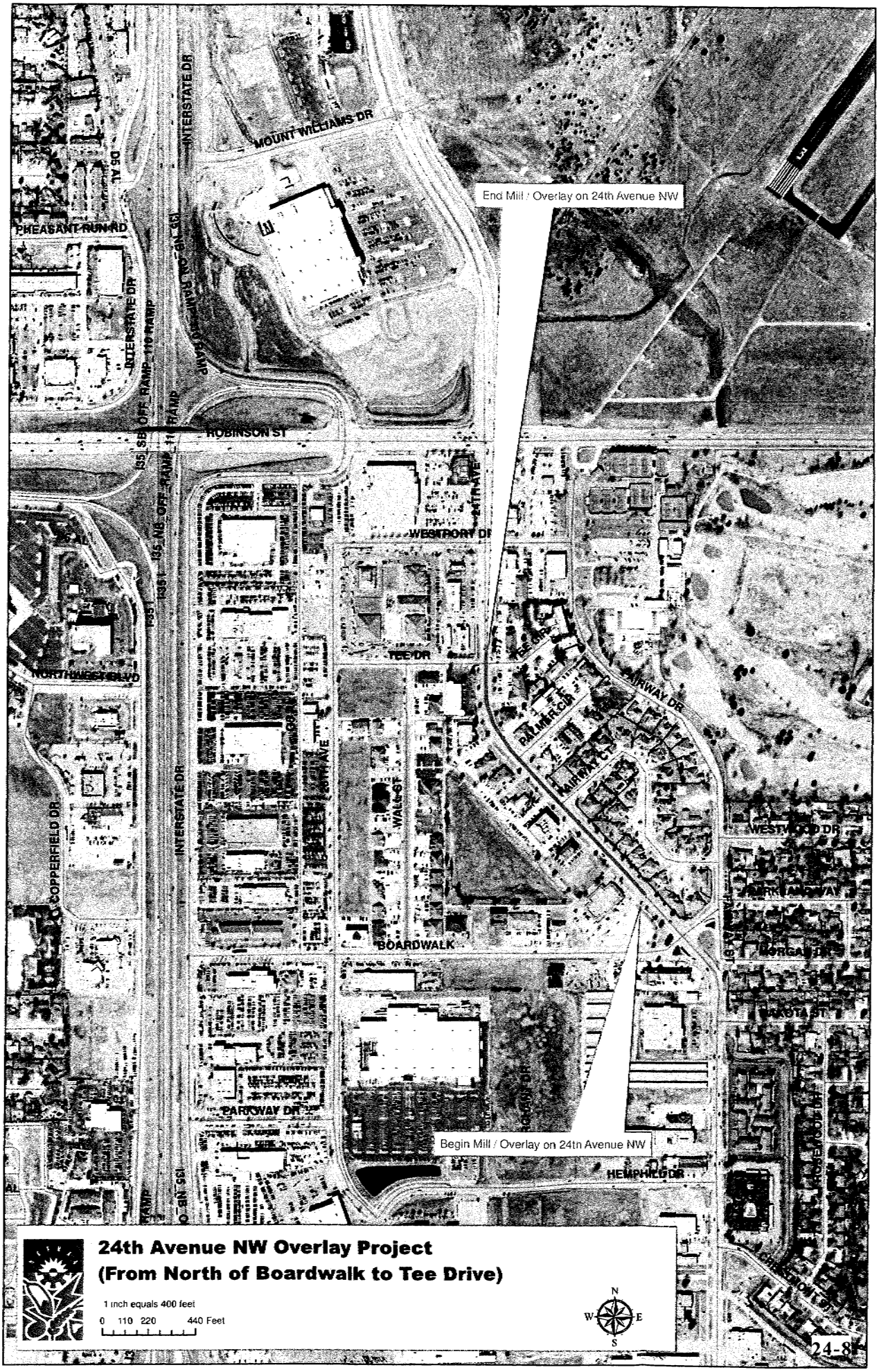
NOW, THEREFORE, BE IT RESOLVED by the CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY: DATE 2/18/12

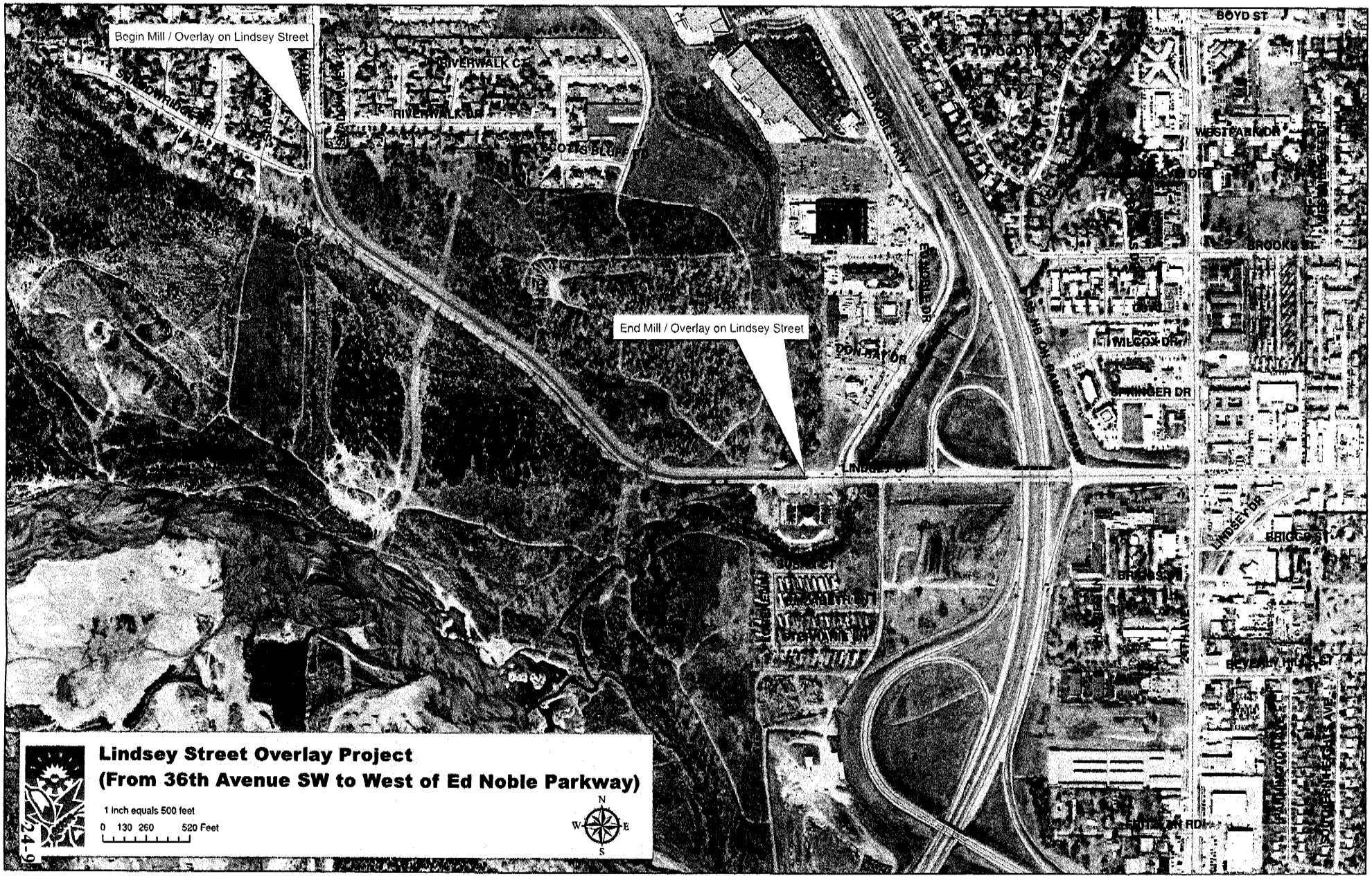


24th Avenue NW Overlay Project
(From North of Boardwalk to Tee Drive)

1 inch equals 400 feet

0 110 220 440 Feet

N W E S


Begin Mill / Overlay on Lindsey Street
End Mill / Overlay on Lindsey Street
RIVERWALK CT
RIVERWALK DR
BROOKS BLUFF RD
ED NOBLE PKWY
BOYD ST
WESTPARK DR
BROOKS ST
WILCOX DR
SPRINGER DR
LINDSEY DR
BRIGGS ST
BEVERLY HILLS ST
Lindsey Street Overlay Project
(From 36th Avenue SW to West of Ed Noble Parkway)
1 inch equals 500 feet
0 130 260 520 Feet
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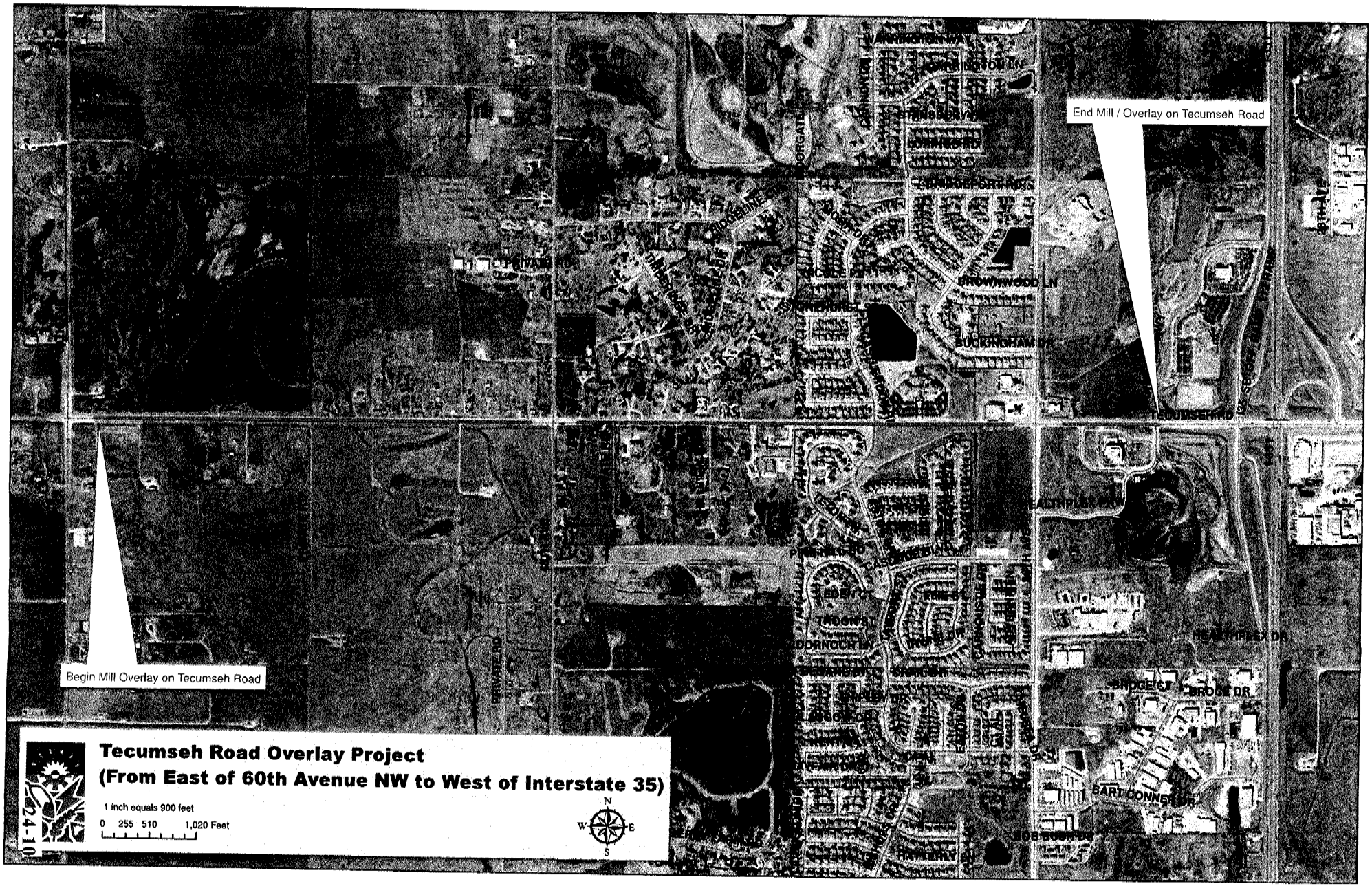


Tecumseh Road Overlay Project
(From East of 60th Avenue NW to West of Interstate 35)

24-10

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1213-83

File ID:	K-1213-83	**Type:**	Contract	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 25	**In Control:**	City Council
Department:		**Cost:**		**File Created:**	09/17/2012
File Name:	Westwood Golf Course Restaurant Contract			**Final Action:**	

Title: CONTRACT NO. K-1213-83: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND DERYCK COURANGE D/B/A COUR PAR GRILL, L.L.C., FOR THE OPERATION OF THE WESTWOOD GOLF COURSE RESTAURANT FOR THE PARKS AND RECREATION DEPARTMENT.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to approve or reject Contract No. K-1213-83 with Deryck Courange d/b/a Cour Par Grill, L.L.C.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 25

Attachments: Text File K-1213-83, Proposal Westwood, K-1213-83

Project Manager: Jud Foster

Entered by: suzanne.terry@normanok.gov **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-83

Body

BACKGROUND: On 25 January 2011, City Council approved Contract No. K-1011-132 with Simpbell, Inc., for the operation of the Westwood Golf Course restaurant. Simpbell, Inc., has operated the restaurant in a professional manner for more than four years, but has given notice that they are terminating Contract No. K-1011-132 in order to transition to other business ventures. Contract No. K-1011-132 provided that Simpbell, Inc. would lease the restaurant for a minimum of $1,000 per month or 6% of gross sales after sales tax, which ever was greater. The term was for one year, annually renewable, unless terminated by either party upon thirty days written notice.

DISCUSSION: Because of Simpbell Inc.'s termination, City Staff issued an Request For Proposals for operation of the restaurant. On 17 and 24 August 2012, Request for Proposal No. RFP-1213-31 was advertised in the *Norman Transcript.* RFP No. 1213-31 was also distributed by the Norman Chamber of Commerce and the Norman Restaurant Association. Four restaurateurs requested the RFP, two of whom responded with complete proposals.

Deryck Courange d/b/a Cour Par Grill, L.L.C, submitted four proposals; two as a sole proprietor and two with a business partner. One proposal received from Mr. Courange provides for payment of $1,000 or 6.5% of gross sales after sales tax, which ever is greater, paid on a monthly basis. The second proposal received from Mr. Courange provides for a payment of $500 per month in November, December, January, February and March; $1,500 per month for April, May, June, July and August; and, $1,000 per month for September and October or 7% of gross sales after sales tax, which ever is greater. Both of these proposals guarantee a minimum annual lease of $12,000. The other two proposals were identical to the first two, with the exception of including a business partner.

The proposal received from Kevin Brown proposes to pay $1,000 or 6% of gross sales after sales tax, which ever is greater with the following payment schedule: $500 per month for October, November, December, January, February and March; $1,500 per month for April, May, June, July, August and September.

At this time, Staff is proposing the approval of Contract No. K-1213-83 with Deryck Courange d/b/a Cour Par Grill, L.L.C., for the second proposal of $1,000 per month or 7% of gross sales after sales tax, which ever is greater, paid on the monthly schedule described above. His proposal will potentially bring more rental income to the City of Norman as he proposes a rate of $1,000 per month or 7% of gross sales, whichever is greater as opposed to Mr. Brown's proposal of $1,000 per month of 6% of gross sales, whichever is greater.

All other terms and conditions of the proposed Contract No. K-1213-83 are the same as in the previous contract, among them are:
Operate in a wholesome manner complying with all rules and regulations of the State Board of Health
Acquire all permits and licenses necessary to do business
Keep premises subject at all times to inspection by City staff
Keep prices charged in the restaurant reasonable and subject to the approval of NMA
Have the restaurant open for business, operating daily from 15 minutes before sunup and 15 minutes after sundown
Be responsible for ordering all food stuffs and payment thereof
Provide all necessary cleaning in the restaurant food preparation area
Be responsible for trash removal
Provide a liability insurance policy in the amount of the Oklahoma Tort Claims Act, Holding the N.M.A. harmless

RECOMMENDATION: It is recommended that Contract No. K-1213-83 with Deryck Courange d/b/a Cour Par Grill, L.L.C., for the operation of the Westwood Golf Course Restaurant for the Parks and Recreation Department be approved.

RFP# 1213-31

Proposal for Westwood Grill Restaurant

Made By:
Deryck Courange

7%

For: Jud Foster
Norman Parks & Recreation Department
201-C West Gray
Norman, Ok. 73070

Contact Info:

Deryck Courange
Cell# (405)919-8131
Email: dcourange@cox.net

Jay Gibson
Cell# (405)323-5052
Email: Jg9165@cox.net

Rent Proposing to Pay

I propose paying the following Rent:

7% of gross sales, after sales tax.

-OR-

$500.00/month: Nov., Dec., Jan., Feb., & Mar
$1500.00/month for April, May, June, July, & Aug
$1000.00/month Sept., & October
Whichever is Greater

In the "Notice To Bidders" for RFP #1213-31 the minimum Rent listed by Norman Parks and Rec is $1000/month or **6%** of gross sales, after sales tax, per month. Which ever is greater.

$1000/month is obviously $12,000.00/12months

The amount I proposed as the $amount is also equal to $12,000.00/12months also.

Re: I found that through the four winter months of November through February, when few people go to the golf course, much less golf a round, there is little to no traffic at the golf course. I saw that the previous restaurants sales, for the past three winters equaled in a month, what one summer day, or two, might.

Previous Experience:

Jay Gibson

A Westwood Golf Course "Volunteer" for the last four years.

Assisting in several aspects of golf tournaments held at Westwood.

A current teacher at Norman North High School

A teacher & head coach with Norman Public Schools since 1990.

Skilled in teaching and training people, and highly organized. As one must be to teach and coach at the same time.

RFP#1213-31

Proposal for Deryck Courange to take over the Operation of the
Westwood Golf Course Restaurant.

Previous Restaurant Experience:

1984-5: Frontier Restaurant / Ramey's Chicken Ranch (same place) – Waiter

1991-1996 Three different Live Music Venues/Bars on Campus Corner in Norman.
First "Eureka 307" was a door person while in school
Then I became the Manager/Bartender.
Then Liberty Drug- Bartender
Then briefly at Café 66(or the Liquid Lounge)- Bartender

My most recent and most relative Restaurant Experience has been with the Hal Smith Restaurant Group working for Boomerang Grille.

1996 – 2011 Boomerang Grille
I worked in Norman, Tulsa, & Oklahoma City.
I was hired as a Manager in 1996
I worked as a Managing Partner or General Manager from 2000 to 2011

Marketing:
I gained experience in several aspects, at different times through 15 years.
-Television Commercials
-Managing our Website
-Mailers, online and snail mail
-Local Donations of Food &/or Gift Certificates
-Charity Event Donations of Gift Certificates & Food.
ex) Golf Tournaments, Taste of Norman, Chocolate Festival and so on.
-I even passed out coupons at kids Ballparks, & in Neighborhoods

Menu Development:
I was involved in all aspects of developing a menu.
- New product development
- Costing out items
- Layout & Design of New Menus
- Training staff to properly prepare new product

Hiring & Firing
-Responsible for hiring & firing of Staff-Including Management

Staff Training
-I was initially fully trained by others to perform in all areas of a restaurant.
-Through the years I have personally trained many employees in those positions.
-I have also been responsible to develop training material for those positions, including for my Managers.

Experience with Health Department & Following Regulations:

When I was in Oklahoma County I was my restaurant's "**Certified Foodservice Operator**"

One person per restaurant is responsible for being sure the restaurant is conforming to all Safety Guidelines. That was different than Cleveland County's Food Handler's Permit that is obtained by each employee.

Since I have been in Norman I have maintained a Food Handler's Permit.

I have dealt with the Cleveland County Health Department successfully in the Restaurant on regular visits, and also at catered events.
Ex) Every OU football home game since 2005 I have set up a remote burger grill outside the Stadium for Delta Sigma Nu business fraternity as their main fundraiser each year. The guidelines you must follow to set up, basically a mobile kitchen & serving area, are very detailed.

Products For Sale

1) Entrees, Snacks & Beverages from the menu served at the restaurant
2) Snacks & Beverages served from the carts on the course
3) Food & Beverage items available through golf tournaments
4) Westwood Grill Hats & Tee Shirts
5) Gift Certificates

Proposed Services

1) Proper Operation of the Restaurant
   -Good Food
   -Good Service
   -Clean
   -Reliable & Friendly Employees (myself included)

2) Work with David Lylse, Rick Parish, Bobby Florer & Westwood Golf Course to provide quality, affordable food & beverages for golf tournaments.
   I will develop an easy to understand, versatile menu, designed to satisfy golf tournament's specific Food & Beverage needs.

3) I will utilize golf carts for distributing snacks & beverages throughout the golf course, as often as is sensible. Properly training cart drivers will be a priority so as not to disrupt golfers & be safe. I also found a business that will look into a more efficient way for golfers to get service on the course, via cell phones & the inter-net. If I am chosen I will pursue this.

4) I will set a system up that efficiently moves golfers from the front nine to the back, or through "The Turn", utilizing call ahead ordering, & some fresh pre-made food items. Also, I will look into the use of the inter-net to help this process. At the very least, a phone ahead system that is much more obvious than the current system. Possibly with a direct line phone to a switchboard from near the 8th Tee Box.

5) The Westwood Grill website will get and stay updated, and will have some new features if the above tasks (#'s 3&4 above) come out like I am hoping.

6) I am hoping to provide new vending machines so that golfers in a hurry can get what they need and keep moving. Just incase there is a line at the restaurant.

7) I hope to create an atmosphere that will agree with the golfers, the golf pros, & the restaurant customers alike

When appropriate, I will work with, and communicate my ideas with, the golf pros, so that we may both have more efficient businesses and work environments.

I feel like these services will meet the needs for the hungry & thirsty golfers. It will also keep things moving more efficiently for those not concerned with our food or drinks.

Westwood Grill Menu

BREAKFAST

(Served until 1030am)

One Egg $
-with hash browns and toast.
(Bacon, sausage, or Ham)

Two Eggs $
-with hash browns and toast.
(Bacon, sausage, or Ham)

Omelet - Veggie $
Cheese, Onions, and Tomatoes
-with hash browns and toast $

Omelet - Meat
with Bacon, Ham, or Sausage $
-with hash browns and toast

Omelet Wraps
Flour Tortilla wrapped Omelets

-Egg, cheese, and grilled onion $
-Plus bacon, ham or sausage $

Pancakes
One- $
Two- $
Three- $

Breakfast Biscuit Sandwich
Egg & Cheese $
Add Meat: $
Bacon or Ham

FRUIT:
Apples & Bananas $

Ala Carte

Biscuits & Gravy, One Egg, Bacon, Ham, Toast, Hashbrowns...

(Warning: meat / dairy...)

BURGERS

(Served with Chips. Sub Fries for $)

#1 Grilled Onion Burger $
with American Cheese

#2 Hamburger $
Pickle, Onion, Tomato

#3 Chili Cheese Burger $

#4 Jalepenos Burger $
with Bacon, & Cheese

#5 Bacon Cheeseburger $
with Tomato, & Lettuce

#6 Caesar Burger $
Chopped Lettuce mixed with homemade Caesar Dressing

#7 Bleu Cheese Burger $
Grilled Onions and Bleu Cheese

SANDWICHES

(Served with Chips. Sub Fries for $)

Turkey Club(served hot or*cold*)
Smoked Sliced Turkey, Tomato, Bacon, & Cheese, on Toast

Chicken Salad Sandwich
Chicken Salad served toasted or not, if you are in a rush.

Ham Sandwich
Lettuce & Tomato served toasted or not, if you are in a rush.

Quick Turn Food

(Warning: meat / dairy...)

Beverages

Fountain Drinks:

Small	$
Large	$

Bottled Cold Drinks

Sports Drinks	$
Soda Pop	$
Juice	$
WATER	$

Hot Coffee **$**

Tea Fresh Brewed: **$**

Beer:

12oz Can

Miller Lite	$
Coors Light	
Coors Regular	
Bud Light	
Bud Regular	
Michelobe Ultra	
Corona	$
DosXX	
Tecate	

SNACKS

Chips	$
Cookies	$
Nuts	$
Crackers	$
Power Bars	$
Breakfast Bars	$
Snack Bars	$
Candy Bars	$
FRUIT: Apple or Banana	$

CONTRACT

Contract No.K-1213-83

THIS CONTRACT is made and entered into this _____ day of _____, 2012, by and between the Norman Municipal Authority, a public trust, hereinafter referred to as the "NMA" and Deryck Courange dba Cour Par Grill, LLC , hereinafter referred to as the "Lessee." The effective date of this Contract shall be October 12, 2012.

WITNESSETH THAT:

WHEREAS, the NMA desires to lease to Lessee that portion of the Westwood Golf Course Club House known as the restaurant, to be operated as a restaurant, with all equipment, and Lessee desires to lease the same from the NMA.

NOW, THEREFORE , for and in consideration of the mutual covenants and agreements herein, IT IS STIPULATED and agreed between the parties as follows:

1. That the NMA hereby leases and lets unto said Lessee for the consideration and under the terms and conditions hereinafter set forth, that portion of Westwood Golf Course Club House designated for use as a restaurant.

2. That Lessee accepts said location in "as is" condition and containing whatever appurtenances that may be contained therein or thereon. NMA makes no warranty of any kind as to fitness for intended use of said facility or appurtenances.

3. That this contract shall be for a term of one year from the date above shown and shall renew annually for additional successive one year terms unless otherwise terminated by either party as provided herein.

4. The NMA or the Lessee shall have the right to cancel this lease without cause at any time during the lease, upon giving thirty (30) days notice in writing to the other party.

5. Non-compliance with the terms of this contract by Lessee shall be deemed "cause" to immediately terminate this contract and all rights hereunder. Upon such non-compliance, control of the subject facilities shall immediately revert to NMA. NMA may thereafter contract with anyone else for operation of the facility for the balance of the term.

6. That the NMA shall furnish all heat and cooling of said portion of the Westwood Golf Course Club House to be used as a restaurant and all water, electricity and gas necessary in the operation of said restaurant.

7. The NMA reserves the right to close down the restaurant without notice in order to make emergency repairs whenever it is deemed to be necessary by the NMA.

8. Lessee shall operate said restaurant in a wholesome and respectable manner, and shall maintain the highest practicable standards of sanitation, complying with all laws of the State of Oklahoma, with all rules and regulations of the State Board of Public Health

relative to the operation of restaurants and with all rules and regulations of the City of Norman. Lessee shall meet or exceed all applicable Federal, State and local standards governing food handlers. All necessary permits and/or licenses to engage in the subject business shall be acquired by the Lessee. Said restaurant shall be subject at all times to inspection by the City of Norman or NMA, its officers, agents and employees.

9. That the prices charged by Lessee for food service in and from said restaurant shall at all times be reasonable and subject to the approval of NMA.

10. Lessee agrees to have the restaurant open for operation daily and all the hours between fifteen (15) minutes before sunup and fifteen (15) minutes after sundown, on the days and times that the golf course is open.

11. Lessee shall pay as rent for the lease on said restaurant premises and for the right to use the personal property owned by the NMA or its designee, $500 per month in November, December, January, February and March; $1,500 per month for April, May, June, July and August; and, $1,000 per month for September and October or 7% of gross sales after sales tax, which ever is greater. Payment of the rent for preceding month shall be made to the NMA or its designee on or before the 15th day of the succeeding month.

12. At the commencement of the lease, a careful and exact inventory will be made by the parties covering all personal property furnished to Lessee by the NMA, including but not limited to glassware, silverware, dishes, kitchen equipment, tables, chairs and other furniture and fixtures. Lessee shall replace all damaged, broken or lost equipment and at the termination of this lease, all of such personal property shall become the property of the NMA as soon as the replacement is made; provided, however, that any personal property furnished by Lessee and not in the nature of a replacement shall remain the property of Lessee and may be removed by him at the termination of this lease. The NMA reserves the right to re-inventory all property on the premises without notice whenever it is deemed by the NMA to be necessary. Should any equipment with replacement cost in excess of $200 reach the end of its useful life, or be damaged to the extent that repair is not feasible, then the parties hereto shall agree upon the replacement of that equipment. Should equipment be replaced by Lessee, said equipment shall be the property of the Lessee and may be removed at the conclusion of the lease.

13. Lessee shall be responsible for ordering all food stuffs and payment thereof connected with restaurant operations in the preparation of all meals at the golf course.

14. Lessee shall not assign this contract or sublet any portion of the leased premises without the written consent of the NMA.

15. Lessee shall provide all necessary cleaning in the restaurant food preparation area and restaurant floors, tables and chairs.

16. Lessee shall accept all responsibility for trash removal connected with restaurant operation, to properly provided trash dumpsters outside the Westwood Golf Course Club House complex.

17. Lessee shall procure and maintain a good and sufficient liability insurance policy covering any losses or injuries which occur as the result of acts or omissions by Lessee or Lessee's agents, servants or employees while at leased property. Such insurance shall not exclude losses or injuries resulting from the preparation, handling, storage, supply or delivery of products designed for human consumption. Lessee expressly agrees to indemnify and hold harmless the NMA from any liability for and against any claim arising out of acts or omissions of Lessee or Lessee's agents, servants or employees or arising out of the preparation, handling, storage, supply or delivery of products designed for human consumption. This contract shall not be deemed to be in force and effect until such time as the liability insurance policy required hereunder has been received and approved by the NMA, notwithstanding anything else herein to the contrary. The certificates of insurance shall provide the following minimum coverage outlined below:
    a. Worker's Compensation insurance for employees as required by Oklahoma State law.
    b. Public Liability Insurance -
        1. Property damage $25,000 per each occurrence
        2. Bodily injury - $125,000 per each occurrence
        3. City of Norman as additional insured

18. NMA shall have the right to inspect Lessee's facilities and operation at any time and as often as is necessary in the NMA's judgement. If as the result of such inspection any unacceptable conditions are found, NMA shall give Lessee thirty-six (36) hours notification in writing, within which time it shall be the Lessee's duty to effect the required corrections. Upon Lessee's failure to make such corrections, NMA shall have the option, at its discretion, of either (a) making the corrections itself with reimbursement to be made by Lessee, or (b) immediately terminating this agreement.

19. Lessee shall furnish whatever uniforms, tools or equipment that may be required by Lessee or Lessee's agents, servants or employees.

20. Lessee shall have full and complete control over the operation of the restaurant, subject only to the obligations of this agreement and applicable by law.

21. Lessee shall be responsible for regular maintenance of all restaurant equipment. NMA shall reimburse lessee ½ (one half) of the maintenance cost for equipment shared by both parties by way of a deduction from the following monthly payment providing lessee submits proper maintenance service receipts at that time.

22. The following list of restaurant cost responsibilities is not all inclusive and is only presented in order to provide a proper understanding of the respective obligations of the parties.

LESSEE'S OBLIGATIONS	NMA OBLIGATIONS
Food	Utilities
Labor (including payroll, taxes and fringe benefits	Building and equipment maintenance
Inventory of smallwares, glass, silver, capital equipment	Extermination services
Paper and cleaning supplies	½ (one half) equipment maintenance for
Personnel laundry	shared by both parties
Office supplies	Provide trash dumpsters
Postage	
Health exams	
Advertising and licenses	
Taxes and licenses	
Insurance	
Laboratory test	
Training	
Regular cleaning and housekeeping of food preparation and service areas, including restaurant floors, tables and chairs	
Telephone – long distance	
Removal of trash from restaurant operation to existing dumpsters	
Custodial care of ceilings, walls, carpeting and window washing.	
Facilities planning or redecorating with approval of the NMA	
Restaurant equipment maintenance ½ (one half) equipment maintenance shared by both parties	

ANYTHING NOT LISTED ABOVE IS THE RESPONSIBILITY OF THE LESSEE.

24. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this contract.

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the days as set out below.

Dated this _____ day of _____, 2012.

FOR THE LESSEE:

Deryck Courange dba Cour Par Grill, LLC

NORMAN MUNICIPAL AUTHORITY
A MUNICIPAL TRUST

Chair of Municipal Trust

Attest

Secretary

Approved as to form on this 17th day of Sept., 2012.

City Attorney

The above signed person, Deryck Courange personally appeared before me, the undersigned Notary Public, this 17th day of September, 2012 and represented that he is authorized to sign for and bind Deryck Courange dba Cour Par Grill, LLC to this contract and that he executed the same as his own free and voluntary act and deed for Deryck Courange dba Cour Par Grill, LLC.

Notary Public

My commission expires: 12-24-2012
Commission Number 09000071

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-47

File ID:	R-1213-47	**Type:**	Resolution	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 26	**In Control:**	City Council
Department:	Police Department	**Cost:**	$20,000.00	**File Created:**	08/29/2012
File Name:	Re-Appropriation from the State Seizure Account			**Final Action:**	

Title: RESOLUTION NO. R-1213-47: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $23,481 FROM THE STATE SEIZURE FUND BALANCE TO COMPLETE THE PURCHASE OF ITEMS FOR THE NEW CRIMINAL INTERDICTION VEHICLE.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-47

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 26

Attachments: Text File R-1213-47, Listing of Costs to Date, R-1213-47

Project Manager: Captain Darry Stacy

Entered by: kathy.lamar@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-47

Body

BACKGROUND: On January 24, 2012, City Council approved a resolution to appropriate $132,097 from the Seizure Fund Balance to purchase a new criminal interdiction vehicle, three police canines, and related equipment.

DISCUSSION: Various equipment related to the criminal interdiction vehicle and the canines were purchased following the appropriation; however, there were unencumbered funds of $23,481 that did not rollover to the current fiscal year and several items including an alarm system and laptop are still needed to outfit the vehicle. These funds are needed to complete the purchases necessary. A detail listing of costs encumbered to date is attached.

STAFF RECOMMENDATION: It is recommended that $23,481 be appropriated from the State Seizure Fund Balance (account 025-0000-253.20-00) and be transferred to the Plant & Operating Equipment/Crime Prevention account (025-6038-421.51-20) in order to complete the purchase of the remaining needed items for the criminal interdiction vehicle.

LISTING OF COSTS TO DATE

CATEGORY	COST	ACTUAL SPENT	REMAINDER
3 K-9'S	$ 25,000	$ 23,800	$ 1,200
K-9 EQUIPMENT/ACCESSORIES	7,190	$ 4,199	2,991
VEHICLE AND BUILD OUT	$ 66,207	$ 47,586	$18,621
SPECIALIZED EQUIPMENT	$ 33,700	$ 33,031	$ 669
	$132,097	$108,616	$23,481

Resolution

R-1213-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REAPPROPRIATING $23,481 FROM THE STATE SEIZURE FUND BALANCE TO COMPLETE THE PURCHASE OF ITEMS FOR THE NEW CRIMINAL INTERDICTION VEHICLE.

§ 1. WHEREAS, City Council, in its meeting of January 24, 2012, approved Resolution No. R-1112-78 appropriating $132,097 from the Seizure Fund Balance to purchase a new criminal interdiction vehicle, three police canines, and related equipment; and

§ 2. WHEREAS, various equipment related to the criminal interdiction vehicle and the canines were purchase following the appropriation; however, there were unencumbered funds in the amount of $23,481 that went back to Seizure Fund Balance on July 1, 2012; and

§ 3. WHEREAS, a laptop computer and an alarm system are still needed to outfit the vehicle and Staff is requesting that the unencumbered funds be reappropriated to make these purchases.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 4. That the following reappropriation be made for the reason as stated above.

Account Name	Losing Account	Gaining Account	Amount
Plant and Operating Equipment/ Crime Prevention	022-0000-331.13-37	025-6038-421.51-20	$23,481

PASSED AND ADOPTED this 25th day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-52

File ID:	R-1213-52	**Type:**	Resolution WCC	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 27	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$32,300.00	**File Created:**	09/06/2012
File Name:	R-1213-52 WCC Porter			**Final Action:**	

Title: RESOLUTION NO. R-1213-52: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN OKLAHOMA, AUTHORIZING COMPROMISE SETTLEMENT OF A CLAIM FILED BY BRENTON WADE PORTER UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF BRENTON WADE PORTER V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. WCC-2011-13850K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-52; and, if adopted, direct payment of claims in the amount of $32,300 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 27

Attachments: Text File WCC Porter, Resolution R-1213-52, Requisitions, Purchase Reqs Porter

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: denise.johnson@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-52

body

BACKGROUND: Brenton Wade Porter is a Fire Fighter for the Norman Fire Department who injured his left shoulder on December 10, 2011 while fighting a fire. Mr. Porter, through his attorney, has approached this office concerning settlement of his Workers' Compensation claim against the City of Norman. A settlement offer for this claim in the amount of $32,300 is being presented to City Council for consideration.

DISCUSSION:

Nature of Claim. Mr. Porter was hired on January 7, 1985 as a Firefighter. His injury is due to a single event on December 10, 2011 when he was pulling siding from a structure fire and strained his left shoulder.

Medical Treatment. Mr. Porter was initially seen at Immediate Care of Oklahoma by Dr. Meghan Scears. An x-ray of the shoulder found no evidence of fracture or dislocation. However, an MRI taken on December 14, 2011 revealed tearing of the rotator cuff. On January 10, 2012, Mr. Porter was seen by Dr. Carlan Yates at the McBride Orthopedic Hospital at which time it was decided to proceed with arthroscopy to repair the rotator cuff. The procedure was performed on January 23, 2012. After a period of physical therapy, Mr. Porter was released to return to work with no restrictions on April 25, 2012. Mr. Porter was off work for a little over 4 months. He received full wage compensation during that time period in accordance with state statutes and union contract provisions. Medical treatment for this on the job injury was paid from the City's risk management fund.

Issues for Trial. Should this case proceed to trial, there is no question that Mr. Porter's injury arose out of and in the course of his employment with the City. Mr. Porter has received medical care, temporary wage compensation, and is back to work as a firefighter. Therefore, the only issue before the Workers' Compensation Court would be the nature and extent of Mr. Porter's injury or the Permanent Partial Disability (PPD) to Mr. Porter's left shoulder due to this injury. Permanent partial disability is a factual determination made by the Workers' Compensation Court Trial Judge based on doctors' opinions regarding the extent of permanent partial impairment.

PPD Evaluations. On December 14, 2011, Mr. Porter was evaluated by Dr. Hugh G. McClure, who opined 44% PPD (body as a whole) to his left shoulder. This rating equates to $71,060 to the body as a whole. On July 10, 2012, Mr. Porter was evaluated by the City's doctor, LeRoy E. Young, who opined 6% PPD to the left shoulder which equates to $9,690.

The Worker's Compensation Court Trial Judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Mr. Porter for his injury is 44% PPD to the left shoulder or $71,060. The lowest PPD Award possible in the case is 6% or $9,690.

Settlement Offer. City Staff has negotiated with Mr. Porter, through his attorney, a proposed settlement on a Compromise Settlement basis for a lump sum payment of $32,300 which represents 20% PPD to the left shoulder. A Compromise Settlement is beneficial to the City in that it is a full, final and complete settlement of any and all claims in the Workers' Compensation case. Moreover, the settlement offer is in keeping with or lower than what the City has been ordered to pay in past years in similar cases by the Workers' Compensation Court.

Should this case proceed to trial, it is reasonably possible that the City could be ordered to pay more than the settlement offer due to the Mr. Porter's surgery and length of employment. This settlement is beneficial to Mr. Porter in that it provides certainty for an award. It is also beneficial to him because the entire settlement amount is being paid in a lump sum rather than at a weekly rate over a period of time.

If this Compromise Settlement offer is approved, payment to Mr. Porter and his attorney would be paid at 20% PPD to the left shoulder or $32,300 which is slightly more than one-third the difference in the medical opinions.

Furthermore, if the case was settled in this manner, the City would incur additional costs and fees of Workers' Compensation Administration Fund Tax in the amount of $646.00; Special Occupational Health & Safety Fund Tax in the amount of $242.25; Workers Comp Court Filing Fee in the amount of $140; and Cleveland County Court Filing Fee in the amount of $125.70. These additional costs and fees total $1,153.95 which brings the total cost of this settlement to the City to $33,453.95.

RECOMMENDATION: For the reasons outlined above, it is believed this Compromise Settlement offer is fair, reasonable, and in the best interest of the City. Acceptance of the Compromise Settlement would require the payments as outlined above. If approved, the settlement amount would be paid to Mr. Porter and his attorney in a lump sum. The Compromise Settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

Resolution

R-1213-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING COMPROMISE SETTLEMENT OF THE CLAIM FILED BY BRENTON WADE PORTER UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *BRENTON WADE PORTER V. THE CITY OF NORMAN,* WORKERS' COMPENSATION CASE NO. WCC 2011-13850 K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

§1. WHEREAS, BRENTON WADE PORTER is a Fire Driver Engineer with the Norman Fire Department who alleged injury on December 10, 2011; and

§2. WHEREAS, the City of Norman has negotiated settlement for the claim of BRENTON WADE PORTER against the City of Norman, under the Workers' Compensation Statutes for $32,300 to be paid in a lump sum settlement to Mr. Porter, and such settlement is believed to be fair and reasonable; and

§3. WHEREAS, the City shall incur additional costs for the settlement for payment to the Workers' Compensation Administration Fund in the amount of $646.00; the Special Occupational Health and Safety Fund in the amount of $242.25; for filing fees in the Workers' Compensation Court in the amount of $140.00; and filing fees in the Cleveland County District Court in the amount of $125.70; and

§4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and

§5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Court, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85, § 301, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and

§6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§7. That the Legal Department is authorized to enter into settlement with one BRENTON WADE PORTER for not more than $32,300 for any and all claims that he has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and

§8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Court, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and

§9. That the Finance Director is authorized and directed to purchase such judgments of the Workers' Compensation Court, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this _____ day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000206685

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON
REASON: WORKERS COMP SETTLEMENT
DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: BRENT PORTER AND JEREMY CARTER
DELIVER BY DATE: 9/26/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP SETTLEMENT PORTER V. CON; WC 2011-13850K (LEFT SHOULDER) CONT INGENT UPON COUNCIL APPROVAL ON 9-25-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	32300.0000	32300.00	

REQUISITION TOTAL: 32300.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	32300.00
					32300.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000206686

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP ADMIN TAX FUND DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION DELIVER BY DATE: 9/26/12

1	WORKERS COMP ADMIN TAX FUND PORTER V. CON; WC 2011-13850K (LEFT SHOULDER); CON TINGENT UPON COUNCIL APPROVAL ON 9-25-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	646.0000	646.00	2267

REQUISITION TOTAL: 646.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	646.00
					646.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000206687

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP OCCUP & HEALTH TAX FUND DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN DELIVER BY DATE: 9/26/12

1	WORKERS COMP OCCUP & HEALTH TAX FUND PORTER V. CON; WC 2011-13850K (LEFT SHOULDER); CONTINGENT UPON COUNCIL APPROVAL ON 9-25-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	242.2500	242.25	1950

REQUISITION TOTAL: 242.25

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	242.25
					242.25

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000206688

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP FILING FEE DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT DELIVER BY DATE: 9/26/12

1	WORKERS COMP FILING FEE PORTER V. CON; WC 2011-13850K; (LEFT SHOULDER); CONTINGENT UPON COUNCIL APPROVAL ON 9-25-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	140.0000	140.00	2268

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154704	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000206689

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON
REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE
DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK
DELIVER BY DATE: 9/26/12

1	WORKERS COMP CLEVELAND COUNTY FILING FEE PORTER V. CON; WC 2011-13850K (LEFT SHOULDER); CON TINGENT UPON COUNCIL APPROVAL ON 9-25-12. SEPARAT E CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	125.7000	125.70	434

REQUISITION TOTAL: 125.70

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154703	Miscellaneous Services District Court Filing Fee		100.00	125.70
					125.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-53

File ID:	R-1213-53	**Type:**	Resolution WCC	**Status:**	Consent Item
Version:	1	**Reference:**	Item No. 28	**In Control:**	City Council
Department:	Legal Department	**Cost:**	$25,840.00	**File Created:**	09/06/2012
File Name:	R-1213-53 WCC Minor			**Final Action:**	

Title: RESOLUTION NO. R-1213-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN OKLAHOMA, AUTHORIZING COMPROMISE SETTLEMENT OF A CLAIM FILED BY JANIE MINOR UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF JANIE MINOR V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. WCC-2012-05528K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1213-53; and, if adopted, direct payment of claims in the amount of $25,840 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 28

Attachments: Text File Minor, Resolution R-1213-53, PR Minor

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: denise.johnson@normanok.gov **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-53

body

BACKGROUND: Janie Minor was a Property Custody Officer with the Investigations Division of

the Police Department who filed Workers' Compensation Case WCC 2012-05528K on May 17, 2012, alleging injury to her back on March 19, 2012. Ms. Minor, through her attorney, has approached this office concerning settlement of her Workers' Compensation claim against the City of Norman. A settlement offer for this claim in the amount of $25,840 is being presented to City Council for consideration.

DISCUSSION:

Nature of Claim. Ms. Minor was hired on January 13, 2003 as a Parking Service Officer. She was promoted to Property Custody Officer on December 27, 2010. At the time of her injury, she held the position of Property Custody Officer. On March 19, 2012, she injured her back when she fell in a parking lot at the Police Department. The accident was reported timely, investigated, and determined to be a legitimate on the job injury.

Medical Treatment. Ms. Minor was taken to Norman Regional Hospital by EMSStat. X-rays revealed that she had a cracked L1 vertebra. She was referred to Dr. Kimball N. Pratt for treatment. On April 3, 2012, Dr. Pratt performed a kyphoplasty procedure at the L1 on an outpatient basis. This procedure is an injection of bone cement into a compressed vertebra. After appropriate medical follow up, she was released to return to work with no restrictions on May 14, 2012.

During Ms. Minor's absence from the Property Custody position while receiving medical treatment for the on the job injury, it was discovered that $2,044 cash from the property custody office was missing. Investigation into that matter resulted in the filing of felony embezzlement charges with the District Attorney's office. Ms. Minor separated from City employment on May 29, 2012. On September 14, 2012, Ms. Minor entered a blind plea to the criminal charges and received an 18 month deferred sentence, assessed $100, assessed all court costs, required to serve a six month DA supervision, required to complete 40 hours of community service within 90 days of sentencing, and required to make full restitution. Full restitution in the amount of $2,044 was submitted to the District Attorney's restitution unit on September 14, 2012. Once processed, the embezzled monies will be returned to the City.

Issues for Trial. As noted above, the on the job injury was timely reported, investigated, and determined to be a legitimate on the job injury. The Workers' Compensation case must be handled separately from the criminal matter noted above. The criminal matter falls under the jurisdiction of the District Attorney. Should the Workers' Compensation case proceed to trial, there is no question that Ms. Minor's injury arose out of and in the course of her employment with the City. Therefore, the issue before the Workers' Compensation Court would be the nature and extent of Ms. Minor's injury or the Permanent Partial Disability (PPD) to Ms. Minor's back due to this injury. Permanent partial disability is a factual determination made by the Workers' Compensation Court Trial Judge based on doctors' opinions regarding the extent of permanent partial impairment.

Evaluations. On June 26, 2012, Ms. Minor was evaluated by Dr. Lance E. Rosson, who opined 42% PPD (body as a whole) to her back. This rating equates to $67,830 to the body as a whole. On August 13, 2012, Ms. Minor was evaluated by the City's doctor, Kent C. Hensley who opined 8% PPD to the back which equates to $12,920.

The Worker's Compensation Court Trial Judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's minimum exposure for PPD in this case is 8% or $12,920, and the City's maximum exposure to compensate Ms. Minor for her injury is 42% PPD to the back or $67,830.

Settlement Offer. City Staff has negotiated with Ms. Minor, through her attorney, a proposed settlement for a lump sum payment of $25,840 which represents 16% PPD to the back, which is less than one third of the difference in the medical opinions. The Compromise Settlement offer is lower than what the City has been ordered to pay in past year in similar cases with the Workers' Compensation Court. Should this case proceed to trial, it is reasonably possible that the City could be ordered to pay more than the settlement offer.

A Compromise Settlement is beneficial to the City in that it is a full, final, and complete settlement of any and all claims in the Workers' Compensation case. This Compromise Settlement is beneficial to Ms. Minor in that it provides certainty for an award. It is also beneficial to her because the entire settlement amount is being paid in a lump sum rather than at a weekly rate over a period of time.

Furthermore, if the case was settled in this manner, the City would incur additional costs and fees of: Workers' Compensation Administration Fund Tax in the amount of $516.80; Special Occupational Health & Safety Fund Tax in the amount of $193.80; Workers Comp Court Filing Fee in the amount of $140; and Cleveland County Court Filing Fee in the amount of $125.70. These additional costs and fees total $976.30, which brings the total cost of this Compromise Settlement to the City to $26,816.30.

RECOMMENDATION: For the reasons outlined above, it is believed this Compromise Settlement offer is fair, reasonable, and in the best interest of the City. Acceptance of the Compromise Settlement would require the payments as outlined above. If approved, the settlement amount would be paid to Ms. Minor and her attorney in a lump sum. The Compromise Settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING COMPROMISE SETTLEMENT OF THE CLAIM FILED BY JANIE MINOR UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *JANIE MINOR V. THE CITY OF NORMAN,* WORKERS' COMPENSATION CASE NO. WCC 2012-05528 K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

§1. WHEREAS, JANIE MINOR was a Property Custody Officer with the Norman Police Department who alleged injury to her back on March 19, 2012; and

§2. WHEREAS, the City of Norman has negotiated settlement for the claim of JANIE MINOR against the City of Norman, under the Workers' Compensation Statutes for $25,840.00 to be paid in a lump sum settlement to Ms. Minor and her attorney, and such settlement is believed to be fair and reasonable; and

§3. WHEREAS, the City shall incur additional costs for the settlement for payment to the Workers' Compensation Administration Fund in the amount of $516.80; the Special Occupational Health and Safety Fund in the amount of $193.80; for filing fees in the Workers' Compensation Court in the amount of $140.00; and filing fees in the Cleveland County District Court in the amount of $125.70; and

§4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and

§5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Court, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85, § 301, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and

§6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§7. That the Legal Department is authorized to enter into settlement with one JANIE MINOR for not more than $25,840.00 for any and all claims that she has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and

§8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Court, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and

§9. That the Finance Director is authorized and directed to purchase such judgments of the Workers' Compensation Court, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this _____ day of September, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE REQUISITION NBR: 0000206692

STATUS: DIVISION APPROVAL
REQUISITION BY: DJOHNSON REASON: WORKERS COMP SETTLEMENT DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: JANIE MINOR AND LAURIE MILLER DELIVER BY DATE: 9/26/12

1	WORKERS COMP SETTLEMENT MINOR V CON; WC 2012-05528K (BACK) CONTINGENT UPON COUNCIL APPROVAL ON 9-25-12; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	25840.0000	25840.00

REQUISITION TOTAL: 25840.00

A C C O U N T I N F O R M A T I O N

INE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152131	Other Salary Orders/Settlements		100.00	25840.00
					25840.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000206694

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON
REASON: WORKERS COMP ADMIN TAX FUND
DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION
DELIVER BY DATE: 9/26/12

1	WORKERS COMP ADMIN TAX FUND MINOR V. CON; WC 2012-05528K (BACK) CONTINGENT UPO N COUNCIL APPROVAL ON 9-25-12; SEPARATE CHECK; RET URN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	516.8000	516.80	2267

REQUISITION TOTAL: 516.80

ACCOUNT INFORMATION

INE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024152133	Other Salary Administration Fund		100.00	516.80
					516.80

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000206695

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP OCCUP & HEALTH TAX FUND ✓ DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN DELIVER BY DATE: 9/26/12

1	WORKERS COMP OCCUP & HEALTH TAX FUND MINOR V. CON; WC 2012-05528K (BACK) CONTINGENT UPO N COUNCIL APPROVAL ON 9-26-12; SEPARATE CHECK; RET URN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	193.8000	193.80 ✓	1950	

REQUISITION TOTAL: 193.80

ACCOUNT INFORMATION

LINE #	ACCOUNT ✓		PROJECT	%	AMOUNT
1	04330024152135	Other Salary Spec Occ Health & Safety		100.00	193.80
					193.80

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000206696

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP FILING FEE DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT DELIVER BY DATE: 9/26/12

1	WORKERS COMP FILING FEE MINOR V. CON; WC 2012-05528K (BACK); CONTINGENT UP ON COUNCIL APPROVAL ON 9-25-12; SEPARATE CHECK; RE TURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	140.0000	140.00	2268

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154704	Miscellaneous Services Other Filing Fees		100.00	140.00
					140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000206698

STATUS: DIVISION APPROVAL

REQUISITION BY: DJOHNSON REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE DATE: 9/06/12

SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK DELIVER BY DATE: 9/26/12

1	WORKERS COMP CLEVELAND COUNTY FILING FEE MINOR V. CON; WC 2012-05528K (BACK) CONTINGENT UPO N COUNCIL APPROVAL ON 9-25-12; SEPARATE CHECK; RET URN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	125.7000	125.70	434

REQUISITION TOTAL: 125.70

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	04330024154703	Miscellaneous Services District Court Filing Fee		100.00	125.70
					125.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: R-1213-7

File ID:	R-1213-7	**Type:**	Resolution	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 29	**In Control:**	City Council
Department:	Planning and Community Development Department	**Cost:**		**File Created:**	09/12/2012
File Name:	R-1213-7 Condemning 427 Iowa Street			**Final Action:**	

Title: CONSIDERATION OF CONDUCTING A PUBLIC HEARING REGARDING THE ABATEMENT OF A NUISANCE CONSISTING OF DANGEROUS STRUCTURES LOCATED AT 427 IOWA STREET AND ADOPTION OF RESOLUTION NO. R-1213-7 CONDEMNING SAID STRUCTURES AS A NUISANCE.

ACTION NEEDED: Motion to conduct a public hearing.

ACTION TAKEN: _____

ACTION NEEDED: Motion to close the public hearing.

ACTION TAKEN: _____

ACTION NEEDED: Motion to approve or reject the directive that Staff abate the nuisance as outlined in Resolution No. R-1213-7 as required by law.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 29

Attachments: Text File 427 Iowa, 427 Iowa Resolution, 427 Iowa Summary 9-12, 427 Iowa Petillow memo 9-12, 427 Iowa

Project Manager: Linda Price, Revitalization Manager

Entered by: linda.price@normanok.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File R-1213-7

Body

Background: The City of Norman has a program for the demolition and removal of structures that are no longer maintained by the owner(s) and have become unfit for human habitation and/or a nuisance to the surrounding neighborhoods. Funds are provided yearly for the removal of those structures that are condemned and not removed by the owner(s) with payment due to the City of Norman within six (6) months of receipt of the billing. Failure to satisfy the debt with the City results in a lien being filed against the property with payment to be received by the county with the Ad Valorem Tax and forwarded to the City of Norman upon receipt of the payment.

Discussion: There is one property with three structures proposed for condemnation in association with this agenda item:

427 Iowa Alice Maxine Melott, owner of record

This property has been vacant for many years and has not had water service since October of 2000. There are several holes through the roof admitting the elements. The worst, around the chimney area, have caused the room's ceiling to collapse. Siding and exterior trim boards are rotted at various locations, the worst area also being around the chimney. The structural condition of the chimney is such that future collapse onto the neighboring structure is not out of the question. The structure was inspected by a code compliance inspector and housing rehabilitation staff. All concurred that the structure is unfit for human habitation. When notified in October of 2011 of the proposed condemnation, the owner did not respond.

Attachments include the Resolution of Condemnation Number R-1213-7, a summary of code violation activity related to the property, and staff memoranda and photos of the property.

Notification of condemnation has been sent to the owner of record. The property was also posted as required by State law and City ordinance

RECOMMENDATION: Staff recommends approval of condemnation for the dwelling unit, storage building, and cellar through Resolution R-1213-7 and requests that the structures be ordered to be removed.

Resolution

R-1213-7

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDEMNING THE HEREINAFTER-DESCRIBED PREMISES AS A NUISANCE; AND PROVIDING FOR NOTICE AND HEARING THEREOF. (427 IOWA STREET)

§ 1. WHEREAS, the Director of Planning and Community Development of said City of Norman has presented evidence to the City Council showing that the following-described property has situated thereon three (3) structures which are damaged, dilapidated, run-down, decayed and/or which have been vacant and/or abandoned with no utility services; requiring enforcement action by the City of Norman for in excess of thirty-six (36) consecutive months or three (3) years and are considered a detriment to the health and safety of Norman residents, to-wit:

427 Iowa Street, more accurately described as follows: Lots 16 and 17, Block 6, Norman Heights.

§ 2. WHEREAS, the City Council finds and determines that said property, and the structures thereon situated, should be declared a nuisance and the structures wrecked and removed, and the nuisance thereby abated and remedied, and that formal notice was given to the property owner of the above-described land, Alice Maxine Melott, at her last known address, and the property was posted advising her of the time and place and date on which she might appear and show cause, if any she has, why such premises should not be cleared of the nuisance thereon situated, and condemnation proceeding undertaken to accomplish the same.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 3. That the structures situated on the above-described property should be and the same is hereby declared to be a nuisance; and

§ 4. That the said property owner is hereby given thirty days from this date to wreck and remove said structures from said property, and if said property owner refuses to do so, she is hereby notified that the City will cause said structures to be wrecked and removed from said premises and that a special tax, as provided by law, shall thereupon be levied against the property to pay said City for the expense of such demolition and removal, less any salvaged residue therefrom at public and private sale; and

§ 5. That formal notice shall be given to the said property owner by mailing to her by certified mail, at her last known address, a copy of this Resolution, said mailing to be no later than September 28, 2012.

PASSED AND ADOPTED THIS _____ day of _____, 2012.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

Summary of 427 Iowa Street

Owner: Alice Maxine Melott

Legal: Norman Heights Addition, Lots 16-17, Blk 6

According to office records, Code Compliance has been working multiple violations on this property consistently since 1998.

On numerous occasions the City has had to abate violations consisting of tall grass/weeds, limbs/debris on the property as well as securing the structure.

No one has occupied the structure since 2000. Water Department records indicate the water was turned off in October 2000. The owner has stated for years that she intended to clean out the house and sell it. However, this never occurred and over the years the property has continued to deteriorate.

On 10-13-11 a Condemnation Initiation letter was sent by certified mail to the owner, Alice Maxine Melott. No contact has been made by Ms. Melott in regard to the proposed condemnation.

Complaints continue to be submitted from the neighborhood due to the condition of the structure.

Condemnation is recommended to alleviate the health and safety situation at 427 Iowa Street.

office memorandum

Date: March 19, 2012

To: Linda R. Price, Revitalization Manager

From: Keith A. Petillo, Rehabilitation Specialist

Subject: Housing Inspection at 427 Iowa Street

The structure at 427 Iowa Street is a one story single-family home of approximately 2,170 square feet in total floor area. Records indicate a construction date of 1930. The property has apparently stood vacant for a number of years. There has been no water service since October of 2000.

The home is in a substantial state of disrepair. There are several holes through the roof admitting the elements. The worst, around the chimney area, has caused the room's ceiling to collapse. Siding and exterior trim boards are rotted at various locations, the worst area also being around the chimney. The structural condition of the chimney is such that future collapse onto the neighboring structure is not out of the question. The building is unfit for human habitation.

Section 108 of the adopted International Property Maintenance Code states in part that *"When a structure is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code."*

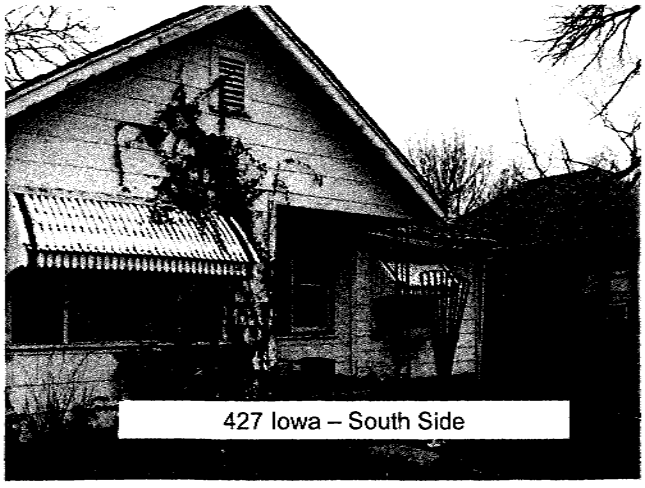
The Code further states in Section 110 that *"The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure."*

RECOMMENDATION: The requirements of the Code are clear. The owner of 427 Iowa Street should either obtain a building permit to repair the structure or, if not deemed economically feasible, demolish it. If the owner continues to take no action in this regard, the City of Norman should initiate condemnation proceedings. A detached storage building and separate storm cellar on the property should be included in any demolition or repair order.

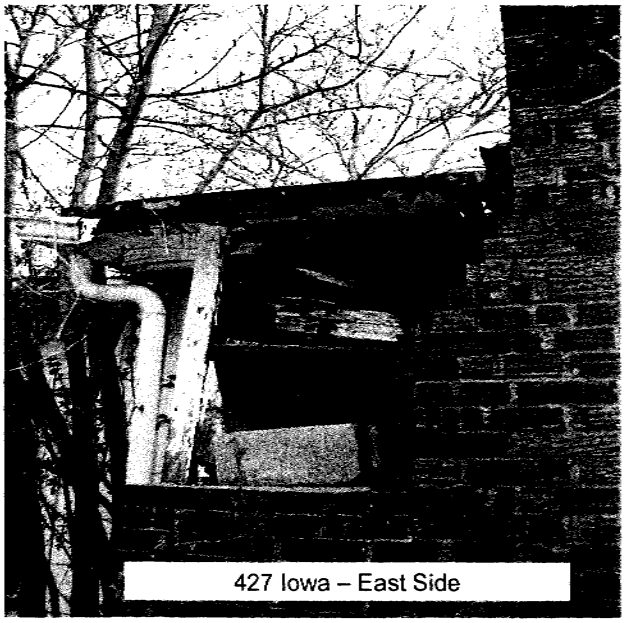
Cc: Janita Hatley, Code Compliance Inspector

427 Iowa

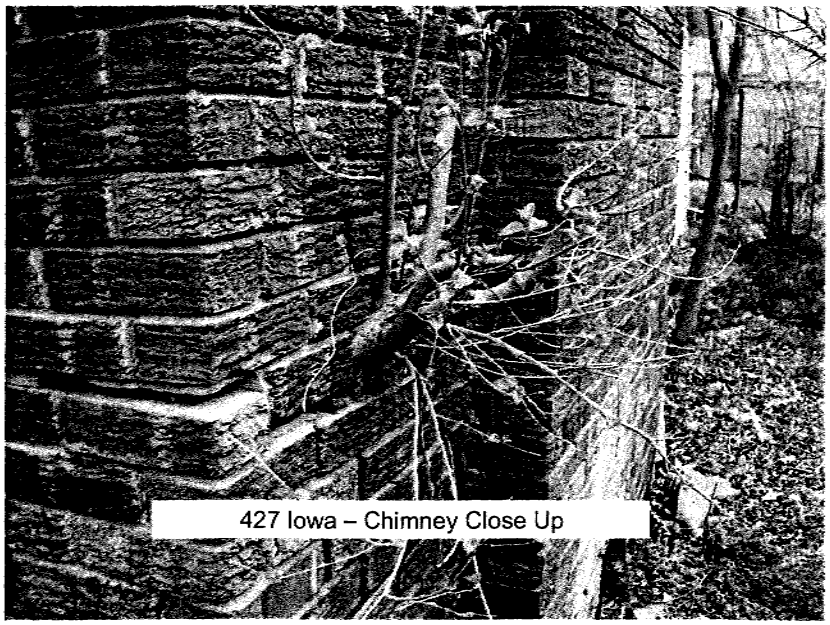
Condemnation



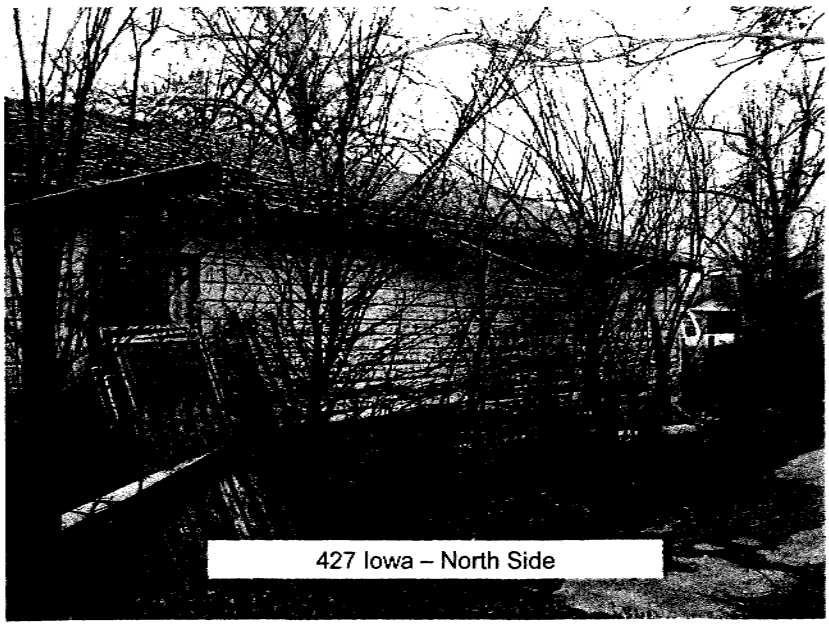
427 Iowa – South Side



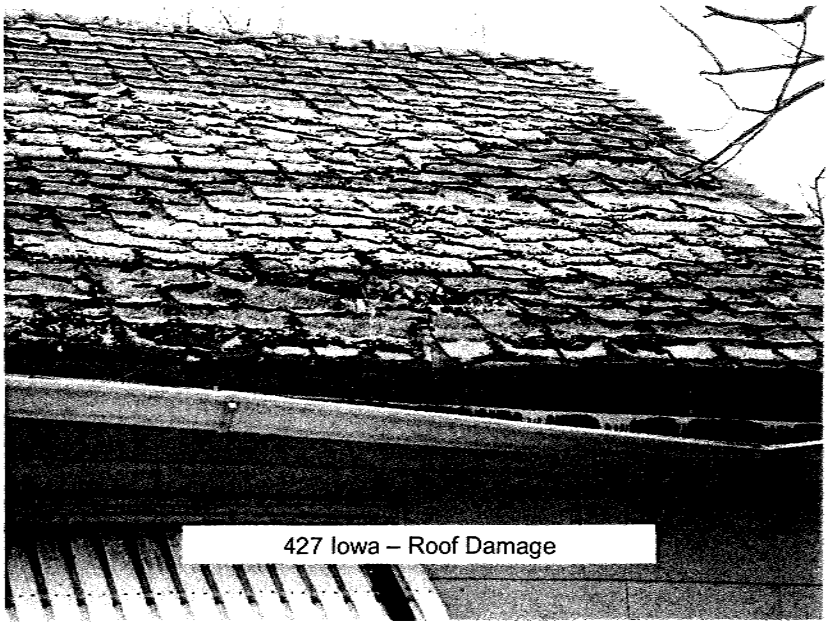
427 Iowa – East Side



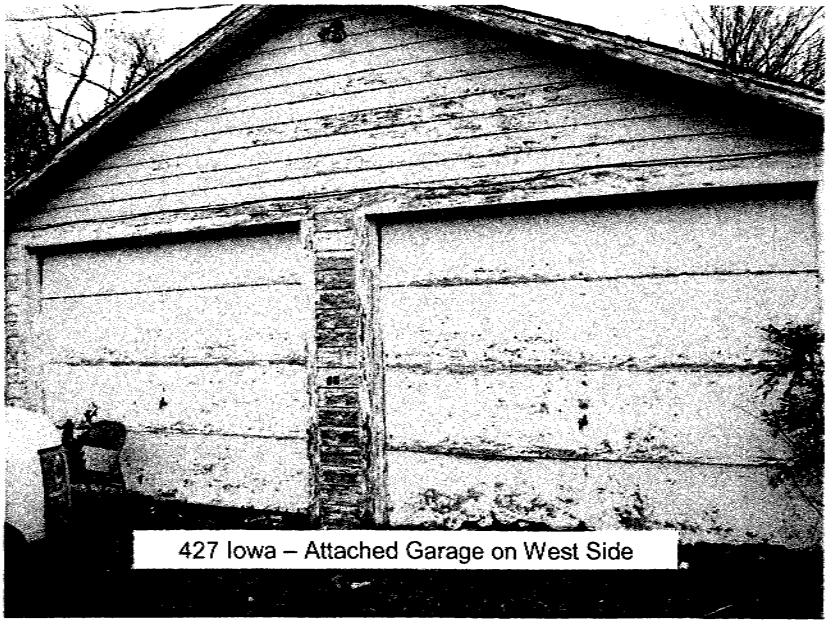
427 Iowa – Chimney Close Up



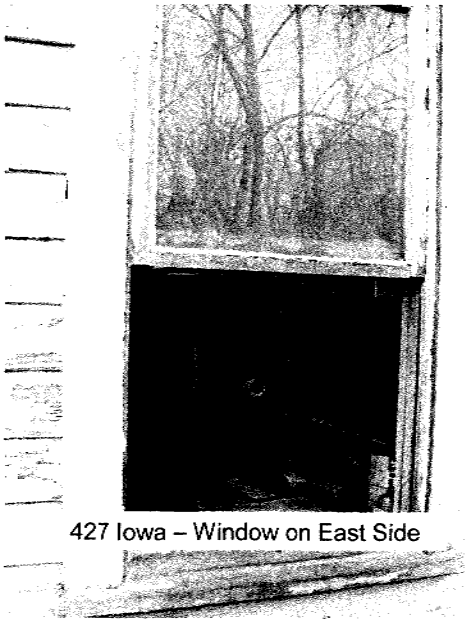
427 Iowa – North Side



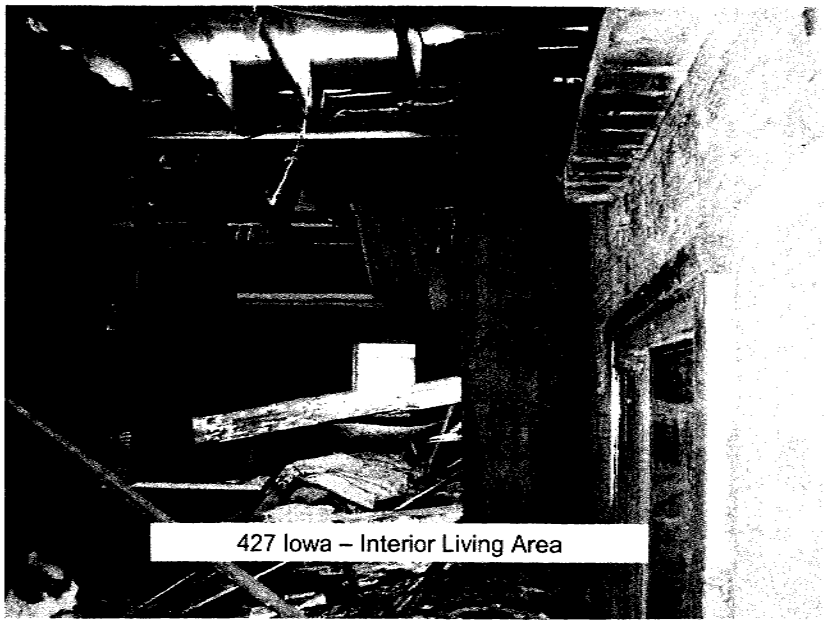
427 Iowa – Roof Damage



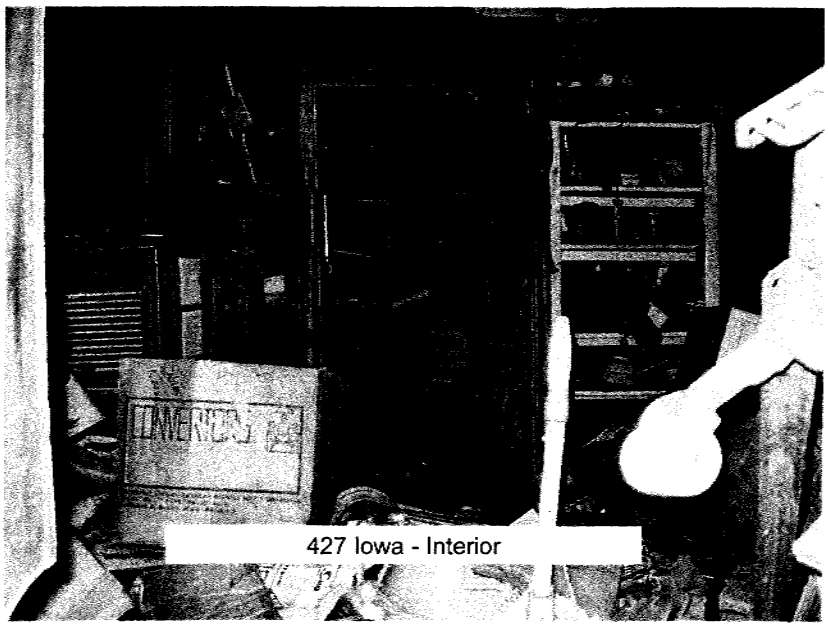
427 Iowa – Attached Garage on West Side



427 Iowa – Window on East Side

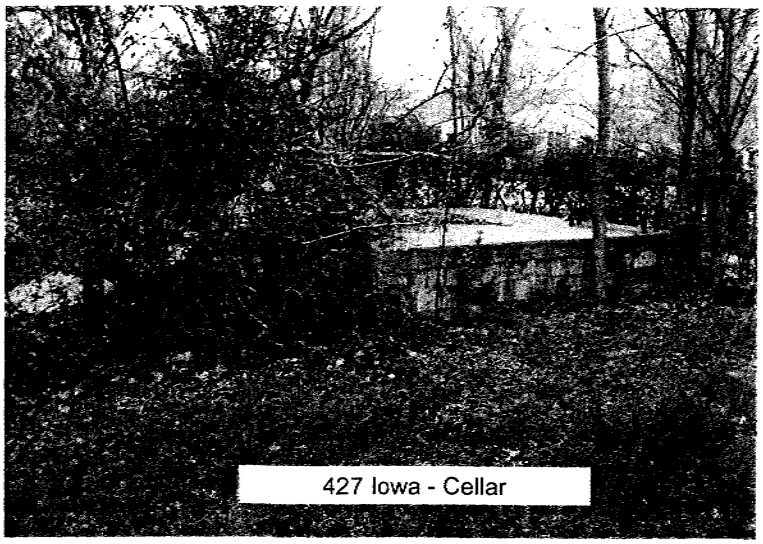


427 Iowa – Interior Living Area



427 Iowa - Interior

427 Iowa – Storage Shed



427 Iowa - Cellar

DATE: September 20, 2012

TO: Honorable Mayor and City Council Members

FROM: Anthony Francisco, Finance Director

SUBJECT: CAD/RMS/MDS Project

office memorandum

As discussed at Tuesday evening's Council Study Session, three agenda items related to the ongoing Public Safety Computer-Aided Dispatch (CAD), Records Management (RMS) and Mobile Data Network Systems (MDS) project had been prepared for Council's consideration on September 25, 2012:

- A proposed amendment to the existing systems consulting contract (K-1011-133) with RCC Consultants to extend their services beyond the vendor contract negotiation phase of the project, funded primarily by fiscal year 2012-2013 (FYE 2013) budgeted allocations from the Public Safety Sales Tax Fund;

- A purchase contract for network hardware and software to provide foundational support (data storage, backup capabilities, etc.) to the CAD/RMS Project, funded by two U.S. Department of Justice Community Oriented Policing (DOJ/COPS) grants totaling $388,584; and

- Auxiliary Network Upgrades to meet needs identified by the selected vendor in order to make the new CAD/RMS/MDS work effectively. These upgrades were proposed to be funded in part by a supplemental appropriation of Public Safety Sales Tax Fund balance ($258,300), and in part by a transfer of allocations within the Capital Projects Fund "freed up" by the approval of General Obligation Bonds to fund the projects ($410,240).

Based on the discussion and direction from the Council at the September 18, 2012 Study Session, the proposed Council agenda items for consideration on September 25th have been altered as follows:

- The RCC Consulting contract amendment will be withdrawn from the Council agenda at this time, and re-considered at the time the CAD/RMS/MDS Software Vendor Agreement is brought forward for Council consideration (probably October 23rd or November 13th Council meeting). Staff will prepare alternative funding methods for this contract, and for the CAD/RMS/MDS Project as a whole. Consideration will be given to alternatives that delay the disbursement of PSST funds until after the Fire Station Number 9 project has been completed.

- The DOJ-grant funded purchase contract agenda item will be forwarded as discussed Tuesday evening.

- The PSST-funded portions of the Auxiliary Network Upgrades (the purchase of police laptop computers compatible with the new CAD/RMS/MDS system, and retro-fitting of fire vehicles and fire stations to support mobile data terminals) will be removed from Council consideration at this time and brought forward separately, after Fire Station 9 has been completed. There should be no impact on the actual CAD/RMS/MDS project by delaying this purchase.

  The portion of the Auxiliary Network Upgrades needed to support the implementation of the CAD/RMS/MDS project in advance of the installation of the actual CAD software (Microsoft Office upgrade from 2003 version to 2010 version; ArcGIS upgrade from version 9.2 to version 10.1; upgrade in City Works software) will be forwarded for Council consideration on September 25th.

  As discussed Tuesday, these Citywide software components must interact with the selected CAD/RMS software, and the older software versions currently in use do not support the specified CAD/RMS software. The City of Norman network software must be in operation before the CAD/RMS software can be installed; therefore, in order for the CAD/RMS project to continue on the schedule envisioned by Council, these installations need to proceed.

  The proposed Council agenda item to be considered on September 25th anticipates that the purchases will be funded by a transfer of allocations from the 24th Avenue SE widening project to the CAD Auxiliary Network Upgrades. As directed Tuesday evening, staff discussed other FYE 2013 Capital Fund allocations that might be transferred to fund the Auxiliary Upgrades. Among the projects that were considered to be delayed in favor of the CAD Auxiliary purchases was the allocation to the Granary Demolition ($125,000); the Downtown Streetscapes ($120,000); Repairs to Tornado Damaged Buildings (original allocation - $114,000); and the Building C Backup Generator Projects ($200,000). It is staff's recommendation that the City's overall capital needs would be best served by continuing on the proposed course of funding the CAD/RMS Auxiliary Upgrades through a transfer of the freed-up GO Bond allocations.

The proposed agenda items remaining to be considered by Council on September 25th will respond to Council's overall direction to keep the substance of the CAD/RMS Project progressing on schedule, while delaying the expenditure of Public Safety Sales Tax Funds. Council's direction related to funding options for the Public Safety Communications Software Project as a whole will be required when the Software Vendor Agreement is brought forward. The actions taken at Council's direction Tuesday, however, will enable a fuller analysis of funding alternatives to be prepared, considered and discussed over the next few weeks. Among the alternatives we will explore will be delaying the Public Safety Systems Project altogether; short-term bank financing for the PSST-funded portions of the CAD/RMS/MDS project between the time the vendor contract is awarded and the opening of Fire Station Number 9; and paying for portions or all of the PSST-funded portions of the project from other sources (Seizures and Restitution Funds; Capital Fund; General Fund, etc.).

City of Norman, OK

Municipal Building Council Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-26

File ID:	GID-1213-26	**Type:**	Authorization for Purchase	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 30	**In Control:**	City Council
Department:	Police Department	**Cost:**	$410.24	**File Created:**	09/10/2012
File Name:	Founation & Prep Work for Public Safety Software Proj			**Final Action:**	

Title: CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF AUXILIARY SOFTWARE AND PROFESSIONAL SERVICES TO PROVIDE THE REQUIRED FOUNDATION AND PREPARATORY WORK NECESSARY TO COMPLETE THE PUBLIC SAFETY SOFTWARE PROJECT AND APPROVAL OF A BUDGET TRANSFER.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of auxiliary software and professional services to provide the required foundation and preparatory work necessary to complete the Public Safety Software Project in the total amount of $410,240; and, if approved, transfer $410,240 from Project No. TR0089, 24th SE, Lindsey-Alameda, Design (050-9552-431.62-01) designating $348,240 to Computer Software (010-3021-419.53-04) and $62,000 to Telecommunications Equipment/Computer Software (010-4050-419.53-04).

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 30

Attachments: Memo CAD, Text File Prep Work for Cad

Project Manager: Major JD Younger

Entered by: kari.madden@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/25/2012					

Text of Legislative File GID-1213-26

Body

BACKGROUND: After extensive review and analysis, on 12 July 2012, New World Systems of Troy, Michigan was selected as the vendor to begin contract negotiations for the Public Safety

Computer Aided Dispatch (CAD), Police and Fire Records Management Systems (RMS), and Mobile Data Software (MDS) applications (RFP-1112-17). New World Systems was required to perform an on-site Demonstration of Licensed Functionality test whereby staff of the respective areas (Emergency Dispatch, Police Department Records, Fire Records, Police Investigations, Information Technology, etc.) prepared questions for the vendor to address in regards to functionality and technical specifications. This testing revealed that the City's current software infrastructure would require several upgrades to be ready to implement the Public Safety software. The fiscal year 2012-2013 budget anticipated the need for most of the upgrades, but the timing of the projects needs to be adjusted to meet the timelines inherent in the CAD/RMS project.

DESCRIPTION: The software and hardware upgrades that need to be completed prior to the installation of this public safety software are as follows:

- Citywide Microsoft Office 2003 upgrade to version Office 2010 - $411,750. The FYE 2013 budget included $83,010 for this project, anticipating that it would be paid for over three fiscal years. Estimated cost over FYE 2013 budget allocation - $328,740
- ArcGIS mapping software 9.2 SP3 upgrade to version 10.1 for all internal City users and software applications. Annual maintenance covers the cost of the software for this upgrade, but the new CAD/RMS systems will be based on the more current version of the ArcGIS mapping.
- ArcGIS public facing, for public viewing of Geographic Information System maps, must be upgraded to version 10.1 for compatibility with the upgraded ArcGIS mapping software. Estimated cost - $62,000
- ArcGIS upgrade will mandate an upgrade to the Cityworks work order system used by the City Action Center, Line Maintenance and Street Maintenance Divisions. Estimated cost - $19,500

RECOMMENDATION: Staff recommends the purchase of the hardware, software and professional services for the items listed above to provide the required foundation and preparatory work necessary to complete the public safety software project. Total cost of the above listed items is $410,240. Competitive quotations have been received for these various purchases as required by City Code and as detailed on the attachment. Vendors to be paid for these items and services are as follows:

Microsoft Office Upgrade; SHI Corporation, State Contract SW70120 = $411,750 ($328,740 in additional funds to the existing FYE 2013 Capital Fund allocation)

ArcGIS web mapping project:

ISG, LLC for hardware necessary, EMC equipment on State Contract SW206 = $52,000
Estimated professional support services requested to complete the project; $10,000

Cityworks work order software upgrade; Azteca Systems, Inc. = $19,500

Funds for these software and hardware purchases and professional support are available upon approval of the following recommended transfers:

The Citywide software upgrades to MS Office ($328,740), ArcGIS ($62,000) and CityWorks ($19,500) are recommended to be paid from a transfer of funds from the budgeted 24th SE Widening

project, which will now be paid for by General Obligation Bond funds. It is recommended that a total of $410,240 be approved for re-allocation from 24th SE Widening, Design (account 050-9552-431.62-01; Project TR0089) to Computer Software (account 010-3012-419.53-04; $328,740 + $19,500); and Computer Software (account 010-4050-419.53-04; $62,000).

office memorandum

DATE: September 20, 2012

TO: Honorable Mayor and City Council Members

FROM: Anthony Francisco, Finance Director

SUBJECT: CAD/RMS/MDS Project

As discussed at Tuesday evening's Council Study Session, three agenda items related to the ongoing Public Safety Computer-Aided Dispatch (CAD), Records Management (RMS) and Mobile Data Network Systems (MDS) project had been prepared for Council's consideration on September 25, 2012:

- A proposed amendment to the existing systems consulting contract (K-1011-133) with RCC Consultants to extend their services beyond the vendor contract negotiation phase of the project, funded primarily by fiscal year 2012-2013 (FYE 2013) budgeted allocations from the Public Safety Sales Tax Fund;

- A purchase contract for network hardware and software to provide foundational support (data storage, backup capabilities, etc.) to the CAD/RMS Project, funded by two U.S. Department of Justice Community Oriented Policing (DOJ/COPS) grants totaling $388,584; and

- Auxiliary Network Upgrades to meet needs identified by the selected vendor in order to make the new CAD/RMS/MDS work effectively. These upgrades were proposed to be funded in part by a supplemental appropriation of Public Safety Sales Tax Fund balance ($258,300), and in part by a transfer of allocations within the Capital Projects Fund "freed up" by the approval of General Obligation Bonds to fund the projects ($410,240).

Based on the discussion and direction from the Council at the September 18, 2012 Study Session, the proposed Council agenda items for consideration on September 25th have been altered as follows:

- The RCC Consulting contract amendment will be withdrawn from the Council agenda at this time, and re-considered at the time the CAD/RMS/MDS Software Vendor Agreement is brought forward for Council consideration (probably October 23rd or November 13th Council meeting). Staff will prepare alternative funding methods for this contract, and for the CAD/RMS/MDS Project as a whole. Consideration will be given to alternatives that delay the disbursement of PSST funds until after the Fire Station Number 9 project has been completed.

- The DOJ-grant funded purchase contract agenda item will be forwarded as discussed Tuesday evening.

- The PSST-funded portions of the Auxiliary Network Upgrades (the purchase of police laptop computers compatible with the new CAD/RMS/MDS system, and retro-fitting of fire vehicles and fire stations to support mobile data terminals) will be removed from Council consideration at this time and brought forward separately, after Fire Station 9 has been completed. There should be no impact on the actual CAD/RMS/MDS project by delaying this purchase.

  The portion of the Auxiliary Network Upgrades needed to support the implementation of the CAD/RMS/MDS project in advance of the installation of the actual CAD software (Microsoft Office upgrade from 2003 version to 2010 version; ArcGIS upgrade from version 9.2 to version 10.1; upgrade in City Works software) will be forwarded for Council consideration on September 25th.

  As discussed Tuesday, these Citywide software components must interact with the selected CAD/RMS software, and the older software versions currently in use do not support the specified CAD/RMS software. The City of Norman network software must be in operation before the CAD/RMS software can be installed; therefore, in order for the CAD/RMS project to continue on the schedule envisioned by Council, these installations need to proceed.

  The proposed Council agenda item to be considered on September 25th anticipates that the purchases will be funded by a transfer of allocations from the 24th Avenue SE widening project to the CAD Auxiliary Network Upgrades. As directed Tuesday evening, staff discussed other FYE 2013 Capital Fund allocations that might be transferred to fund the Auxiliary Upgrades. Among the projects that were considered to be delayed in favor of the CAD Auxiliary purchases was the allocation to the Granary Demolition ($125,000); the Downtown Streetscapes ($120,000); Repairs to Tornado Damaged Buildings (original allocation - $114,000); and the Building C Backup Generator Projects ($200,000). It is staff's recommendation that the City's overall capital needs would be best served by continuing on the proposed course of funding the CAD/RMS Auxiliary Upgrades through a transfer of the freed-up GO Bond allocations.

The proposed agenda items remaining to be considered by Council on September 25th will respond to Council's overall direction to keep the substance of the CAD/RMS Project progressing on schedule, while delaying the expenditure of Public Safety Sales Tax Funds. Council's direction related to funding options for the Public Safety Communications Software Project as a whole will be required when the Software Vendor Agreement is brought forward. The actions taken at Council's direction Tuesday, however, will enable a fuller analysis of funding alternatives to be prepared, considered and discussed over the next few weeks. Among the alternatives we will explore will be delaying the Public Safety Systems Project altogether; short-term bank financing for the PSST-funded portions of the CAD/RMS/MDS project between the time the vendor contract is awarded and the opening of Fire Station Number 9; and paying for portions or all of the PSST-funded portions of the project from other sources (Seizures and Restitution Funds; Capital Fund; General Fund, etc.).

City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: GID-1213-27

File ID:	GID-1213-27	**Type:**	Authorization for Purchase	**Status:**	Non-Consent Items
Version:	1	**Reference:**	Item No. 31	**In Control:**	City Council
Department:	Police Department	**Cost:**	$388,584.44	**File Created:**	09/14/2012
File Name:	Purchase of Hardware & Software CAD RMS MDS			**Final Action:**	

Title: CONSIDERATION OF AUTHORIZATION FOR THE PURCHASE OF THE NECESSARY HARDWARE AND SOFTWARE TO PROVIDE THE NETWORK INFRASTRUCTURE AND BACKUP AND DISASTER RECOVERY FOUNDATION TO SUPPORT THE COMPUTER AIDED DISPATCH (CAD), POLICE AND FIRE RECORDS MANAGEMENT SYSTEM (RMS) AND MOBILE DATA SOFTWARE (MDS) SYSTEMS.

ACTION NEEDED: Motion to approve or reject authorization for the purchase of the necessary hardware and software to expand the existing Enterprise Data Center infrastructure to support the CAD/RMS/MDS Systems in the total amount of $388,584.44.

ACTION TAKEN: _____

Notes:

Agenda Date: 09/25/2012

Agenda Number: 31

Attachments: Memo CAD, Text File CAD

Project Manager: Major JD Younger

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File GID-1213-27

Body

BACKGROUND: After extensive review and analysis, on 12 July 2012, New World Systems of Troy, Michigan was selected as the vendor to begin contract negotiations for the Public Safety Computer Aided Dispatch (CAD), Police and Fire Records Management Systems (RMS), and Mobile Data Software (MDS) applications (RFP-1112-17). The RFP review and vendor evaluation processes revealed that the City of Norman's network infrastructure would require hardware upgrades and expansion to meet the requirements of the new CAD, RMS and MDS systems. These identified

revealed that the City of Norman's network infrastructure would require hardware upgrades and expansion to meet the requirements of the new CAD, RMS and MDS systems. These identified requirements also included backup and off-site disaster recovery elements beyond the City of Norman's current capabilities.

DESCRIPTION: The City Information Technology (IT) Division staff, in conjunction with external computer consulting engineers, conducted extensive research and review of the vendor's equipment requirements and the City's current enterprise data center. This analysis identified the need for expansion of City's current data storage capacity to serve the new CAD/RMS/MDS systems. The proposed expansions to the City's network infrastructure, if implemented, have been certified by New World Systems as being responsive to their system needs.

The scope of services envisioned in the CAD/RMS RFP also included off-site backup and disaster recovery capabilities to be built in the new system. This capability will provide for continuity in critical dispatch and response services in the event of failures to the main CAD/RMS systems in the Municipal Complex. Providing this capability will also require additional hardware and software to be purchased and integrated with the City's current enterprise data center infrastructure.

The City of Norman Police Department received two Community Oriented Police Services (COPS) Technology Grants, totaling $400,000 (Contract K-1011-78, accepted September 28, 2010; and a second COPS Grant, accepted by Council on December 8, 2009). The City of Norman will risk being required to return these grant funds if they are not expended by the end of the current Federal fiscal year, September 30, 2012. This request is for the purchase of the necessary hardware and software to provide the network infrastructure and backup and disaster recovery foundation for the CAD/RMS/MDS systems, in a timely manner to satisfy the Federal fiscal year deadlines related to the COPS grants. The equipment being proposed for purchase by each location is summarized below (the "primary" location for system infrastructure will be in the Municipal Complex, and future system backup location will be determined as the project is implemented):

Primary Location (City datacenter) expansion hardware and software:
3 - Cisco B-Series blade servers and supporting components
VMware vSphere 5.5 Enterprise plus software licenses
Windows Server 2008R2 Datacenter Operating System licenses
EMC Hard Drive Capacity Expansion
EMC Fast Suite for increased array performance
EMC Recover point for data replication to failover site
Professional Services to assist with hardware installation and configuration.

Future Backup Location Hardware and Software:
Cisco Unified Computing Systems B-Series Blade Chassis
Cisco Multi-Layer SAN Switches
3 - Cisco B-Series blade servers and supporting components
Cisco Core Network Switch
VMware vSphere 5.5 Enterprise plus software licenses
VMware vSphere 5.5 vCenter software license
VMware Site Recover Manager

EMC Fast Suite for increased array performance
EMC Recover point for data replication to failover site
Professional Services to assist with hardware installation and configuration

RECOMMENDATION: Staff recommends approval of the purchase of the necessary hardware and software to expand the existing enterprise data center infrastructure to support the CAD/RMS/MDS systems. All of the purchases are exempt from competitive bidding requirements, as they are on existing state contracts (City Code, Section 8-204), and in many cases the prices quoted for the City of Norman are actually discounted from state contract prices. The total amount of the purchases is $388,584.44, as detailed below:

Vendor: ISG Technologies, State Contract No. SW206, in the amount of $168,830 for Server Storage

Vendor: Chickasaw Telecom, State Contract No. ITSSW1006, in the amount of $200,554.44 to purchase routers and switches

Vendor: SHI Technologies, State Contract No. SW70120, in the amount of $19,200 for Microsoft Licensing

Funds for these purchases are available in the following three (3) accounts:

Computer Hardware (account 022-6039-421.53-01; Project GP0010)	$ 25,000
Computer Software (account 022-6039-421.53-04; Project GP0010)	$125,000
Computer Software (account 022-6039-421.53-04; Project GP0013)	$249,982