

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

Municipal Building Council Chambers
201 West Gray

March 9, 2010
6:30 p.m.

1. Roll Call.
2. Pledge of Allegiance.
3. ITEM: PRESENTATION BY MR. JERRY HYDEN FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF AN AMERICAN RECOVERY AND REINVESTMENT ACT HONOR ROLL CERTIFICATE TO THE CITY OF NORMAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

INFORMATION: The City of Norman is the first city in the State of Oklahoma to completely expend its special allocation of Community Development Block Grant Recovery (CDBG-R) Funds. Recovery funds were used to reconstruct two blocks of East Eufaula Street from Carter Avenue to Reed Avenue in the Original Townsite Neighborhood which is the oldest and lowest income residential area in Norman. The end result is a street with proper drainage and sidewalks for elderly residents and other pedestrian traffic that meets Americans with Disabilities Act standards. The project also provided employment for 44 people including laborers, pipe layers, asphalt pavers, carpenters, truck drivers, operators, and concrete finishers. Local bond proceeds were used with \$229,233 of CDBG-R Program funds to make the improvements.

ACTION NEEDED: Allow Mr. Jerry Hyden, Director of the Oklahoma Field Office of the United States Department of Housing and Urban Development, to present the American Recovery and Reinvestment Act Honor Roll Certificate to the City of Norman CDBG Program.

ACTION TAKEN: _____

4. ITEM: CONSENT DOCKET

INFORMATION: 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 5 through Item 23 be placed on the consent docket.

ACTION NEEDED: 1. Motion to place Item ____ through Item ____ on the Consent Docket by unanimous vote.

ACTION TAKEN: _____

ACTION NEEDED: 2. 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: _____

5. ITEM: APPROVAL OF THE MINUTES AS FOLLOWS:

- CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 16, 2010
- NORMAN HOMEOWNERS ASSOCIATION ALLIANCE CITY COUNCIL CANDIDATE FORUM OF FEBRUARY 16, 2010
- CITY COUNCIL FINANCE COMMITTEE MINUTES OF FEBRUARY 17, 2010
- CITY COUNCIL BUDGET RETREAT MINUTES OF FEBRUARY 18, 2010
- WATER FORUM SERIES 4 MINUTES OF FEBRUARY 18, 2010
- CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 23, 2010
- CITY COUNCIL SPECIAL SESSION MINUTES OF FEBRUARY 23, 2010
- CITY COUNCIL MINUTES OF FEBRUARY 23, 2010
- NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 23, 2010
- NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 23, 2010
- NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF FEBRUARY 23, 2010
- NORMAN CHAMBER OF COMMERCE/NORMAN NEXT CITY COUNCIL CANDIDATE FORUM OF FEBRUARY 24, 2010

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: _____

6. ITEM: CONSIDERATION OF ORDINANCE NOS. O-0910-20, O-0910-22, AND O-0910-23 UPON FIRST READING BY TITLE.

ORDINANCE NO. O-0910-20: 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 GRANT SPECIAL USE FOR A RESIDENTIAL USE IN THE C-2, GENERAL COMMERCIAL DISTRICT, FOR A TRACT OF LAND LYING WITHIN LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 23, CLASSEN MILLER ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1226 CLASSEN BOULEVARD)

ORDINANCE NO. O-0910-22: 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 A TRACT OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH AND WEST OF THE CORNER OF BROADWAY AVENUE AND FRANKLIN ROAD - 277 WEST FRANKLIN ROAD)

ORDINANCE NO. O-0910-23: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310(E) TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE MUNICIPAL COURT COSTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

INFORMATION: The above-described ordinances are submitted for Introduction and adoption upon First Reading by title, and subsequent thereto, for submission for City Council's final consideration in its meeting of March 23, 2010. Copies of advisory memoranda; ordinances; site plans; location maps; Staff Reports; floor plans; interior and exterior renderings; Predevelopment Summaries; protest area map; letters of protest; pertinent excerpts of Planning Commission and City Council Study Session minutes; and legislatively notated copy of Ordinance No. O-0910-23 are included in the Agenda Book.

ACTION NEEDED: Motion to Introduce and adopt the ordinances upon First Reading by title.

ACTION TAKEN: _____

- 7. ITEM: CONSIDERATION AND AWARDING OF BID NO. 0910-41 TO REFURBISH ONE (1) SEWER VACUUM FLUSH TRUCK.

INFORMATION: Staff has examined the bid and found it to be in order and proper as to form. Staff recommends acceptance of the bid and the subsequent awarding of the bid as indicated below. Copies of an advisory memorandum and bid tabulation are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject the bid as meeting specifications; and, if accepted, award the bid in the amount of \$65,470 to J & R Equipment, L.L.C., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

- 8. ITEM: CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-0910-45, CONTRACT NO. K-0910-138, AND PERFORMANCE BOND NO. B-0910-47 TO PROVIDE A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT TO BE HELD AT THE LLOYD NOBLE ARENA ON APRIL 24, 2010.

INFORMATION: The above-described item is submitted for the Norman Utilities Authority's consideration. Staff recommends acceptance of the request for proposal submitted from PSC d/b/a Chemical Reclamation Services in the amount of \$75,000 and approval of the contract and bond. Copies of an advisory memorandum; contract with PSC d/b/a Chemical Reclamation Services in the amount of \$75,000; the performance bond, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject Request for Proposal No. RFP-0910-45 from PSC d/b/a Chemical Reclamation Services to provide a household hazardous waste collection event; and, if accepted, approve Contract No. K-0910-138 in the amount of \$75,000 and the performance bond; direct the filing of the bond; and authorize execution of the contract.

ACTION TAKEN: _____

9. ITEM: CONSIDERATION OF THE ACCEPTANCE OF A DONATION OF A VIDEO X-RAY SYSTEM AND IMAGER EXTENSION ARM PACKAGE VALUED AT \$59,329.40 FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY TO BE USED BY THE HAZARDOUS DEVICES UNIT OF THE POLICE DEPARTMENT.

INFORMATION: The Oklahoma Office of Homeland Security purchased a Video X-Ray System and Imager Extension Arm Package valued at \$59,329.40 through the Urban Area Security Initiative Grant to be used by the Hazardous Devices Unit of the Police Department. Section 8-111 of the City Code states that all donations valued above \$250 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause. In accordance therewith, the above-described item is submitted for City Council's consideration. A copy of an advisory memorandum and Acknowledgement of Receipt are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject a donation of a Video X-Ray System and Imager Extension Arm Package valued at \$59,329.40 from the Oklahoma Office of Homeland Security to be used by the Hazardous Devices Unit of the Police Department.

ACTION TAKEN: _____

10. ITEM: CHANGE ORDER NO. ONE TO CONTRACT NO. K-0708-135: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND STEWART BROTHERS DRILLING, INC., DECREASING THE CONTRACT AMOUNT BY \$779,215 FOR THE PHASE II WELL FIELD DEVELOPMENT PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

INFORMATION: The Norman Utilities Authority, in its meeting of June 24, 2008, approved Contract No. K-0708-135 with Stewart Brothers Drilling, Inc., in the amount of \$3,274,940 for the Phase II Well Field Development Project. Thirteen (13) exploratory wells were drilled with one being eliminated due to site restrictions. Ten (10) exploratory wells had sufficient quality and quantity to be converted to production wells and three were abandoned. Change Order No. One adjusts the final quantities which are different from the original bid quantities and decreases the contract amount by \$779,215. Change Order No. One has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the change order. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted. Copies of an advisory memorandum, change order, letter from CH2M Hill, Inc., and purchase order are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Change Order No. One to Contract No. K-0708-135 with Stewart Brothers Drilling, Inc., decreasing the contract amount by \$779,215; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount of \$147,286.25 to Stewart Brothers Drilling, Inc.

ACTION TAKEN: _____

11. ITEM: CONTRACT NO. K-0910-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA TO PROVIDE LANDSCAPING, IRRIGATION, AND MAINTENANCE TO THE CITY OF NORMAN RIGHTS-OF-WAY IN CONNECTION WITH THE LINDSEY STREET WIDENING PROJECT.

INFORMATION: The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum, contract, landscape plan, schematics, and location map are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-142 with the University of Oklahoma; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

12. ITEM: CONTRACT NO. K-0910-145: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLOORING CONCEPTS, INC., IN THE AMOUNT OF \$32,774 FOR THE SOONER THEATRE CARPET REPLACEMENT PROJECT AND RESOLUTION NO. R-0910-97.

INFORMATION: Section 8-204 of the Code of the City of Norman authorizes the City Council to waive competitive bidding for the purchase of supplies, materials, equipment, or contractual services whose cost in a single transaction does not exceed the minimum amount defined in the "Public Competitive Bidding Act of 1974" as set forth in 61 O.S. §102, currently set at \$50,000. Section 8-203 requires City Council approval of all contracts for, or purchases of supplies, equipment, and contractual services where the value exceeds \$25,000. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract and Resolution No. R-0910-97 granting tax-exempt status. Copies of an advisory memorandum, contract, warranty, resolution, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-145 with Flooring Concepts, Inc., in the amount of \$32,774; and, if approved, authorize the execution thereof and adopt Resolution No. R-0910-97.

ACTION TAKEN: _____

13. ITEM: CONTRACT NO. K-0910-146: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KELLI GASTON TO PERFORM A HISTORIC SURVEY OF DOWNTOWN NORMAN AS PART OF THE STATE HISTORIC PRESERVATION OFFICE'S CERTIFIED LOCAL GOVERNMENTS PROGRAM FOR OKLAHOMA.

INFORMATION: City Council, in its meeting of September 22, 2009, approved Contract No. K-0910-67 with the Oklahoma State Preservation Office (SHPO) for the City of Norman's 2009-2010 participation in the Certified Local Governments (CLG) Program for Oklahoma. Designation as a CLG City includes recognition of Norman historic preservation efforts on both state and national levels and entitles the City to apply for a portion of the education/outreach funds set aside by SHPO out of each year's budget. Funding may be used for surveys that document historic resources, public information materials, historic research, commission and staff training, public outreach, and education programs. This contract included \$10,000 to hire a professional historic preservationist to undertake an intensive level architectural/historic survey of 25 blocks of downtown Norman. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum, contract, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-146 with Kelli Gaston; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

14. ITEM: CONTRACT NO. K-0910-148: AN ACCESS AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND THEIR AUTHORIZED AGENT, JACOBS PROPERTY MANAGEMENT COMPANY, TO CONSTRUCT AMERICAN WITH DISABILITY ACT (ADA) IMPROVEMENTS TO THE SANTA FE DEPOT PLATFORM FOR AMTRAK PASSENGERS FUNDED THROUGH THE AMERICAN REINVESTMENT AND RECOVERY ACT (ARRA).

INFORMATION: The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum, contract, location map, site plan, and letter from Jacobs Property Management Company are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-148 with National Railroad Passenger Corporation (AMTRAK) and their authorized agent, Jacobs Property Management Company; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

- 15. ITEM: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$75,260.60 REGARDING WILLIAM A. DUFF VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2008-13049 A.

INFORMATION: The City Attorney recommends that the City comply with the Workers' Compensation Court Order in the amount of \$75,260.60. If approved, the Order will 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., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Certifying the Order to the property tax rolls will reimburse the City's Workers' Compensation Fund over the next three years. Copies of an advisory memorandum, Court Order, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$75,260.60 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

- 16. ITEM: CONSIDERATION OF A RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF CHRISTINE STEVENS AND BOBBY STEVENS VS. MATTHEW ALAN LARY, CITY OF NORMAN, OKLAHOMA, AND BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLEVELAND, CLEVELAND COUNTY DISTRICT COURT CASE NO. CJ-2006-1781 L, IN THE AMOUNT OF \$12,500.

INFORMATION: The above-described City Attorney's recommendation is submitted for City Council's consideration. If approved, the settlement amount of \$12,500 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., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Copies of an advisory memorandum and the lawsuit are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize the City Attorney's Office to effectuate the settlement in the amount of \$12,500.

ACTION TAKEN: _____

17. ITEM: RESOLUTION NO. R-0910-98: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$28,100 FROM THE GENERAL FUND BALANCE TO BE USED TO COVER SELF INSURED PROPERTY/VEHICLE/EQUIPMENT RELATED LOSSES DURING THE REMAINDER OF FYE 2010.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-98.

ACTION TAKEN: _____

18. ITEM: RESOLUTION NO. R-0910-101: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$7,500 FROM THE SEIZURES AND RESTITUTIONS FUND TO BE USED TO PAY TUITION FOR ADVANCED TRAINING IN CRIMINAL INTERDICTION FOR TWO POLICE DETECTIVES AND TO REPAIR CRIMINAL INTERDICTION UNIT NO. 1080 FOR THE POLICE DEPARTMENT.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-101.

ACTION TAKEN: _____

19. ITEM: RESOLUTION NO. R-0910-102: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$122,745 FROM THE ROOM TAX FUND BALANCE TO BE USED BY THE NORMAN CONVENTION AND VISITORS BUREAU TO FUND THE IMPLEMENTATION OF NEW TECHNOLOGY, BRANDING, AND ADDITIONAL SPORTS MARKETING TO GENERATE ADDITIONAL EVENTS, MEETINGS, AND HOTEL STAYS IN THE CITY OF NORMAN.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum, letter of request, resolution, and pertinent excerpts from City Council Finance Committee minutes are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-102.

ACTION TAKEN: _____

20. ITEM: RESOLUTION NO. R-0910-103: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$140,000 FROM VARIOUS GRIFFIN PARK PROJECT ACCOUNTS TO THE GRIFFIN PARK IRRIGATION LAKE PROJECT ACCOUNT FOR THE DESIGN AND CONSTRUCTION OF A PUMP STATION AND IRRIGATION SYSTEM MODIFICATIONS.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-103.

ACTION TAKEN: _____

21. ITEM: RESOLUTION NO. R-0910-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$30,000 FROM THE ROOM TAX FUND BALANCE TO BE USED BY THE NORMAN ARTS COUNCIL TO PROVIDE FUNDING FOR THE NORMAN MUSIC FESTIVAL.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum, letter of request, and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-104.

ACTION TAKEN: _____

22. ITEM: PROCLAMATION NO. P-0910-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH, 2010, AS INTERNATIONAL DEMOLAY MONTH IN THE CITY OF NORMAN.

INFORMATION: Mr. Tony Gatewood, on behalf of Norman DeMolay Chapter No. 38, has requested a proclamation proclaiming the month of March, 2010, as International DeMolay Month in the City of Norman. The above-described proclamation has been drawn and is submitted for City Council's consideration. A copy of the proclamation is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-0910-14 proclaiming the month of March, 2010, as International DeMolay Month in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

23. ITEM: PROCLAMATION NO. P-0910-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MARCH 16 THROUGH 23, 2010, AS ALPHA KAPPA ALPHA WEEK IN THE CITY OF NORMAN.

INFORMATION: Ms. Blondene Taite from Alpha Kappa Alpha Sorority has requested a proclamation proclaiming the week of March 16 through 23, 2010, as Alpha Kappa Alpha Week in the City of Norman. The above-described proclamation has been drawn and is submitted for City Council's consideration. A copy of the proclamation is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-0910-15 proclaiming the week of March 16 through 23, 2010, as Alpha Kappa Alpha Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

24. ITEM: RESOLUTION NO. R-0910-99: A RESOLUTION AUTHORIZING THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") TO ISSUE ITS SANITATION SYSTEM REVENUE NOTE, SERIES 2010 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,590,000, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2010 SUPPLEMENTAL NOTE INDENTURE (COLLECTIVELY, THE "INDENTURE"), BOTH AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE TRUST INDENTURE CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT BETWEEN THE AUTHORITY AND THE CITY OF NORMAN, OKLAHOMA (THE "CITY") PERTAINING TO THE LEASING OF THE CITY'S SANITATION SYSTEM TO THE AUTHORITY; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2010 AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; APPROVING AND AUTHORIZING THE PREPAYMENT OF THE OUTSTANDING AMOUNT OF THE NORMAN MUNICIPAL AUTHORITY SANITATION EQUIPMENT NOTES, SERIES 2000 ORIGINALLY ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,960,000; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum, resolution, and pertinent excerpts from City Council Finance Committee minutes are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to adopt or reject Resolution No. R-0910-99.

ACTION TAKEN: _____

25. ITEM: RESOLUTION NO. R-0910-100: A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS SANITATION SYSTEM REVENUE NOTE, SERIES 2010 (THE "NOTE"); PROVIDING THAT THE TRUST INDENTURE CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE GENERAL BOND INDENTURE, AS SUPPLEMENTED, AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT (THE "LEASE AGREEMENT") BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY WHEREBY THE CITY LEASES ITS SANITATION SYSTEM TO THE AUTHORITY; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2010, AND DESIGNATING THE NOTE TO BE A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. A copy of the resolution is included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-100.

ACTION TAKEN: _____

26. ITEM: CONSIDERATION OF BID NO. 0910-42, CONTRACT NO. K-0910-129, PERFORMANCE BOND NO. B-0910-42, STATUTORY BOND NO. B-0910-43, AND MAINTENANCE BOND NO. MB-0910-41 FOR THE TRANSFER STATION EXPANSION PROJECT AND BUDGET APPROPRIATION.

INFORMATION: Staff has examined the bids, contract, and bonds and found them to be in order and proper as to form. Staff recommends acceptance of the bids, the subsequent awarding of the bid as indicated below, and approval of the contract and bonds. Copies of an advisory memorandum; bid tabulation; contract with C-P Integrated Services, Inc., in the amount of \$2,775,270; the performance, statutory, and maintenance bonds; and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$2,775,270 to C-P Integrated Services, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-0910-129 and the performance, statutory, and maintenance bonds; direct the filing of the bonds; authorize execution of the contract; and appropriate \$926,000 from the Sanitation Fund Balance, 033-0000-253.20-00) to Project No. SA0002, Transfer Station Expansion, Construction (033-9975-432.61-01).

ACTION TAKEN: _____

27. ITEM: AMENDMENT NO. FIVE TO CONTRACT NO. K-0506-141: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CARDINAL ENGINEERING, INC., INCREASING THE CONTRACT AMOUNT BY \$130,500 TO PROVIDE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE NORMAN TRANSFER STATION EXPANSION PROJECT AND BUDGET APPROPRIATION.

INFORMATION: The Norman Municipal Authority, in its meeting of April 25, 2006, approved Contract No. K-0506-141 with Cardinal Engineering, Inc., in the amount of \$45,500 to prepare a preliminary design for an expansion of the Transfer Station. Amendment No. One, approved on May 23, 2006, increased the contract amount by \$29,100 to prepare a preliminary design for the Compost Facility Relocation Project. Amendment No. Two, approved December 12, 2006, increased the contract amount by \$70,900 and authorized Cardinal Engineering, Inc., to proceed with final design and bidding services for the Compost Facility Relocation Project. Amendment No. Three approved August 26, 2008, increased the contract amount by \$37,850 and provided construction administration and inspection services for the compost facility not included in the original contract. Amendment No. Four approved March 31, 2009, increased the contract amount by \$184,000 and authorized Cardinal Engineering, Inc., to perform final design and bidding services for the Transfer Station Expansion Project. Amendment No. Five in the amount of \$130,500 will allow Cardinal Engineering, Inc., to provide construction administration and inspection services for the Transfer Station Expansion Project. The above-described amendment has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the amendment. Copies of an advisory memorandum, amendment, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to approve or reject Amendment No. Five to Contract No. K-0506-141 with Cardinal Engineering, Inc., increasing the contract amount by \$130,500; and, if approved, authorize the execution thereof and appropriate \$130,500 from the Sanitation Fund Balance (033-0000-253.00-00) to Project No. SA0002, Transfer Station Expansion, Design (033-9975-432.62-01).

ACTION TAKEN: _____

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

3. ITEM: PRESENTATION BY MR. JERRY HYDEN FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF AN AMERICAN RECOVERY AND REINVESTMENT ACT HONOR ROLL CERTIFICATE TO THE CITY OF NORMAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

INFORMATION: The City of Norman is the first city in the State of Oklahoma to completely expend its special allocation of Community Development Block Grant Recovery (CDBG-R) Funds. Recovery funds were used to reconstruct two blocks of East Eufaula Street from Carter Avenue to Reed Avenue in the Original Townsite Neighborhood which is the oldest and lowest income residential area in Norman. The end result is a street with proper drainage and sidewalks for elderly residents and other pedestrian traffic that meets Americans with Disabilities Act standards. The project also provided employment for 44 people including laborers, pipe layers, asphalt pavers, carpenters, truck drivers, operators, and concrete finishers. Local bond proceeds were used with \$229,233 of CDBG-R Program funds to make the improvements.

ACTION NEEDED: Allow Mr. Jerry Hyden, Director of the Oklahoma Field Office of the United States Department of Housing and Urban Development, to present the American Recovery and Reinvestment Act Honor Roll Certificate to the City of Norman CDBG Program.

ACTION TAKEN: _____

6. ITEM: CONSIDERATION OF ORDINANCE NOS. O-0910-20, O-0910-22, AND O-0910-23 UPON FIRST READING BY TITLE.

ORDINANCE NO. O-0910-20: 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 GRANT SPECIAL USE FOR A RESIDENTIAL USE IN THE C-2, GENERAL COMMERCIAL DISTRICT, FOR A TRACT OF LAND LYING WITHIN LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 23, CLASSEN MILLER ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1226 CLASSEN BOULEVARD)

ORDINANCE NO. O-0910-22: 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 A TRACT OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH AND WEST OF THE CORNER OF BROADWAY AVENUE AND FRANKLIN ROAD - 277 WEST FRANKLIN ROAD)

ORDINANCE NO. O-0910-23: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310(E) TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE MUNICIPAL COURT COSTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

INFORMATION: The above-described ordinances are submitted for Introduction and adoption upon First Reading by title, and subsequent thereto, for submission for City Council's final consideration in its meeting of March 23, 2010. Copies of advisory memoranda; ordinances; site plans; location maps; Staff Reports; floor plans; interior and exterior renderings; Predevelopment Summaries; protest area map; letters of protest; pertinent excerpts of Planning Commission and City Council Study Session minutes; and legislatively notated copy of Ordinance No. O-0910-23 are included in the Agenda Book.

ACTION NEEDED: Motion to Introduce and adopt the ordinances upon First Reading by title.

ACTION TAKEN: _____



DATE: February 22, 2010
TO: Honorable Mayor and Councilmembers
FROM: Doug Koscinski, AICP *DK*
 Manager, Current Planning Division

SUBJECT: First Reading: March 9, 2010
 Second Reading: March 23, 2010
 Agenda Item: Ordinance No. O-0910-20: Zafar Baig/Zain Fuel, Inc., requests rezoning from C-2, General Commercial District, to C-2 with Special Use for a Residential Use, for property located at 1226 Classen Boulevard.

BACKGROUND. The applicant is proposing a small addition to the west end of the existing convenience store, which will include a small second-story residence. Renderings prepared by the applicant's architect indicate a small one-bedroom efficiency with access from an outside staircase.

Residential use on the upper floor(s) of commercial uses is only allowed as a Special Use, but is authorized in all of the commercial zoning districts. The current zoning of this tract is C-2, General Commercial District, which has no height limit. The proposed residence would constitute a new second floor. There is adequate parking on the site for the convenience store, gas pumps, and the new residence.

DISCUSSION. The 2025 Plan encourages "smart growth" and infill development. Although this project is small in scope, the Plan supports alternative residential use in conjunction with legal commercial uses as an acceptable revitalization tool. No adverse impacts are expected from this request.

STAFF RECOMMENDATION: At their meeting of February 11, 2010, the Planning Commission, by a vote of 7-0, supported this request and recommended adoption of Ordinance No. O-0910-20. Staff recommends approval of this Special Use, and submits this First Reading item for City Council's consideration and action.

DJK:mnt

Reviewed by: Susan Connors, Director of Planning *STC*
 & Community Development
 Jeff Bryant, City Attorney *JBM*
 Steve Lewis, City Manager *SL*

office memorandum

O-0910-20

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 GRANT SPECIAL USE FOR A RESIDENTIAL USE IN THE C-2, GENERAL COMMERCIAL DISTRICT, FOR A TRACT OF LAND LYING WITHIN LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 23, CLASSEN MILLER ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

(1226 Classen Boulevard)

- § 1. WHEREAS, Zafar Baig/Zain Fuel, Inc., the owners of the hereinafter described property, have made application for Special Use for a Residential Use in the C-2, General Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such special use; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such special use.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for a Residential Use in the C-2, General Commercial District, to wit:

Lots 1, 2, 3, 4, 5, and 6, Block 23, CLASSEN MILLER
ADDITION to Norman, Cleveland County, Oklahoma.

- § 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:
- a. The site shall be developed in accordance with the Site Plan (Exhibit A), approved February 9, 2010, and supporting documentation submitted by the applicant and approved by the Planning Commission.

§ 6. 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 ordinance.

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2010.

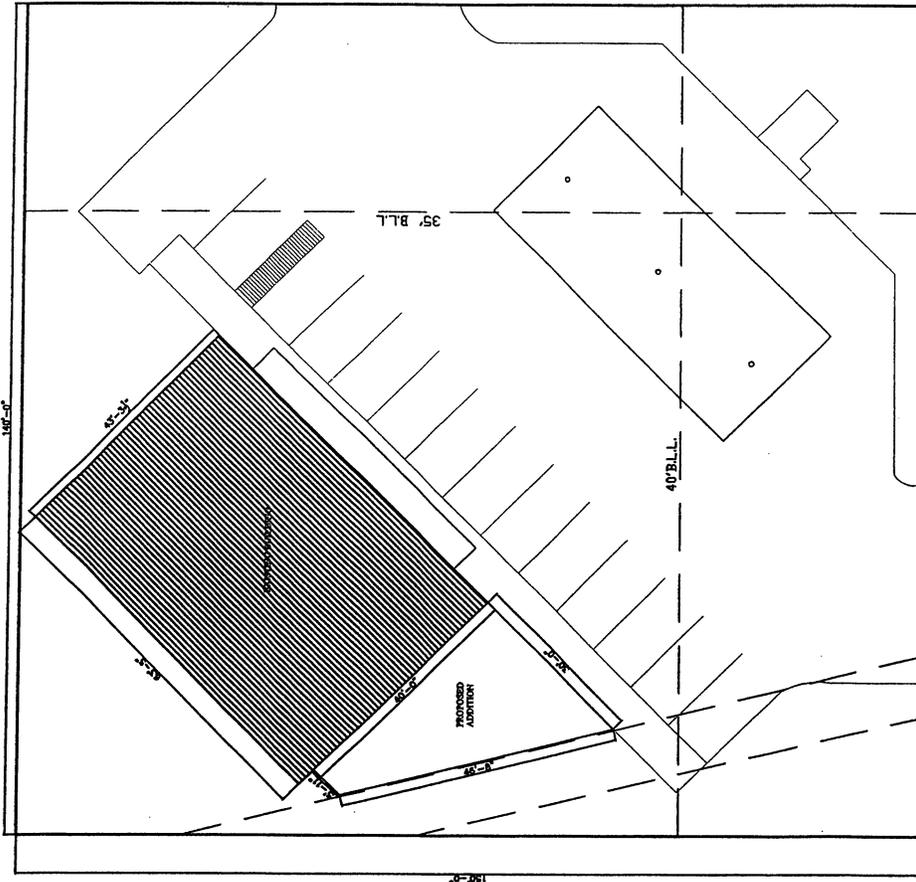
_____, 2010.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



① ADDITION - 1226 CLASSEN | 600 SQ. FT.



ARCHITECTURAL PLANNING | INTERIOR DESIGN
420 WAH STREET
NORMAN, OK 73069
PHONE: 405.328.8881

CONSULTANTS
Structural
Civil
Mechanical
Electrical

Issues and Revisions
Revision - 00/00/00

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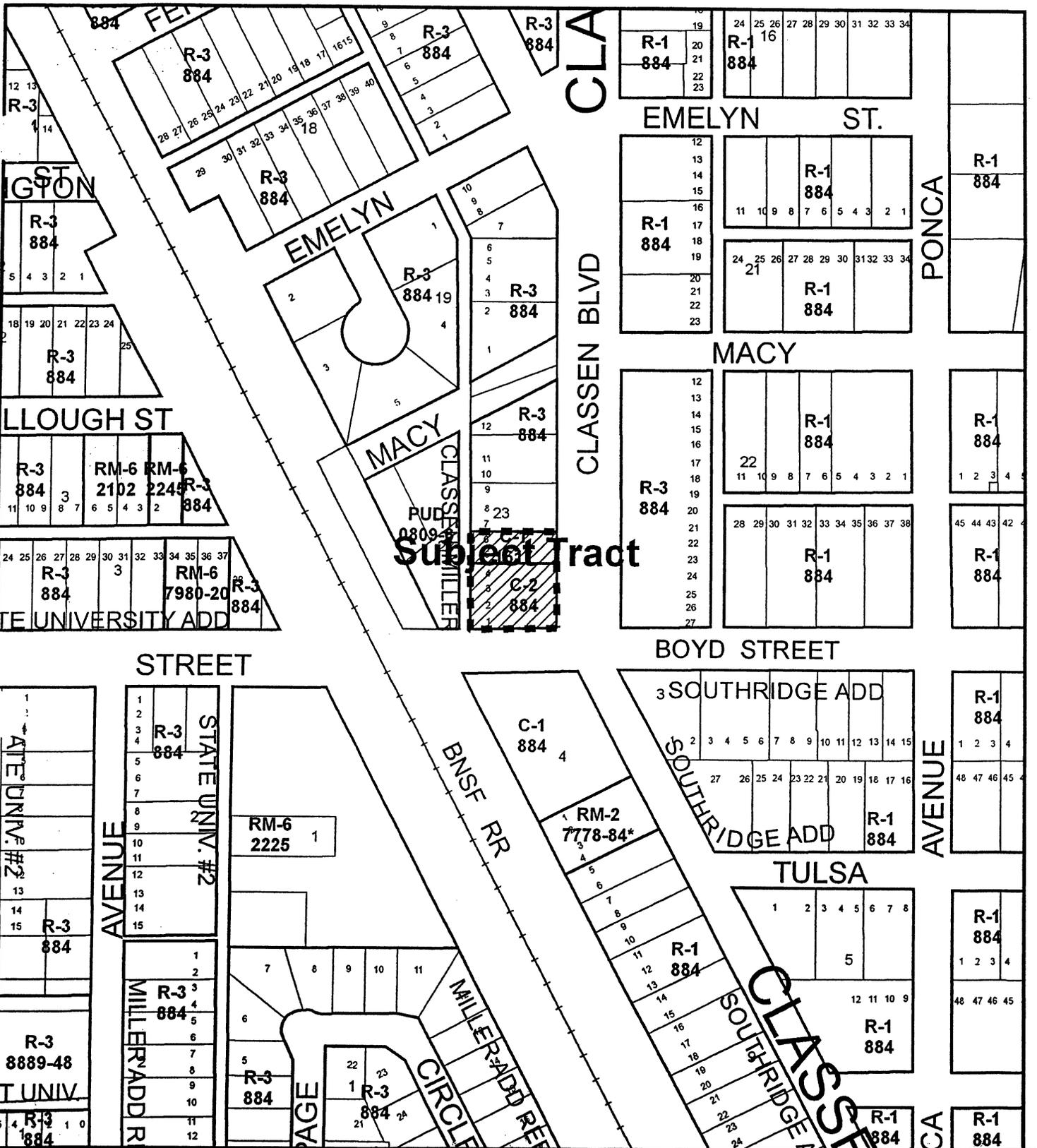
Project Number:
Project Name:

Drawing Name:
SITE PLAN

Designed By: M. Kutt
Approved By: M. Kutt

001

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PROPOSED SPECIAL USE - ORDINANCE NO. O-0910-20

APPLICANT: Zafar Baig/Zain Fuel, Inc.
 REQUEST: Rezoning from C-2, General Commercial District, to C-2 with Special Use for a Residential Use, for property located at 1226 Classen Boulevard.

ORDINANCE NO. O-0910-20

ITEM NO. 6

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Zafar Baig/Zain Fuel, Inc.
REQUESTED ACTION	Grant Special Use for a Residence above a Commercial Use
EXISTING ZONING	C-2, General Commercial
SURROUNDING ZONING	North: R-3 East: R-3 South: C-1 West: PUD
LOCATION	1226 Classen Boulevard
SIZE	0.48 acres, more or less
PURPOSE	Add a Residence above Store
EXISTING LAND USE	Convenience Store w/Gas
SURROUNDING LAND USE	North: Single-Family Dwelling East: Apartments South: Restaurant West: Vacant (Future Condominium)
LAND USE PLAN DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

SYNOPSIS: The applicant is proposing a small addition to the west end of the existing convenience store, which will include a small second-story residence. Renderings prepared by the applicant's architect indicate a small one-bedroom efficiency with access from an outside staircase.

ANALYSIS: Residential use on the upper floor(s) of commercial uses is only allowed as a Special Use, but is authorized in all of the commercial zoning districts. The current zoning of this tract is C-2, General Commercial District, which has no height limit. The proposed residence would constitute a new second floor. There is adequate parking on the site for the convenience store, gas pumps, and the new residence.

IMPACTS: The proposed addition will occur on the west side of the lot, where it will abut a future four-story condominium project that has been authorized by a recently approved Planned Unit Development. No adverse impacts are expected should this request be approved.

STAFF RECOMMENDATION: The 2025 Plan encouraged "smart growth" and infill development. Although this project is small in scope, the Plan supports alternative residential use in conjunction with legal commercial uses as an acceptable revitalization tool. No adverse impacts are expected from this request. Staff recommends approval of this Special Use.



architectural planning | interior design
 150 West Street
 Chicago, IL 60601
 Phone: 408.477.8303
 Fax: 408.328.6661

CONSULTANTS
 Structural

Civil

Mechanical

Electrical

Issues and Revisions
 Revision - 00/00/00

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Project Number:

Project Name:

Drawing Name:

FLOORPLANS

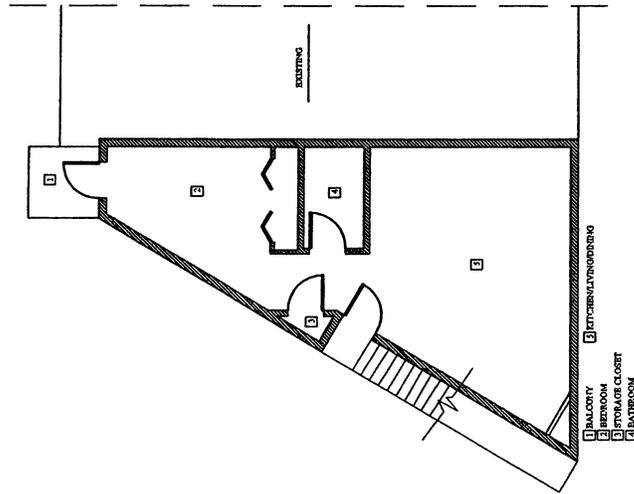
Designed By: M. Kutt

Approved By: M. Kutt

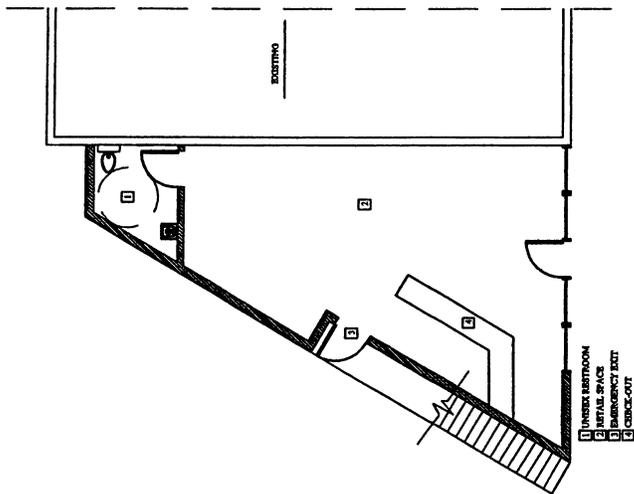
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SECOND FLOOR ADDITION

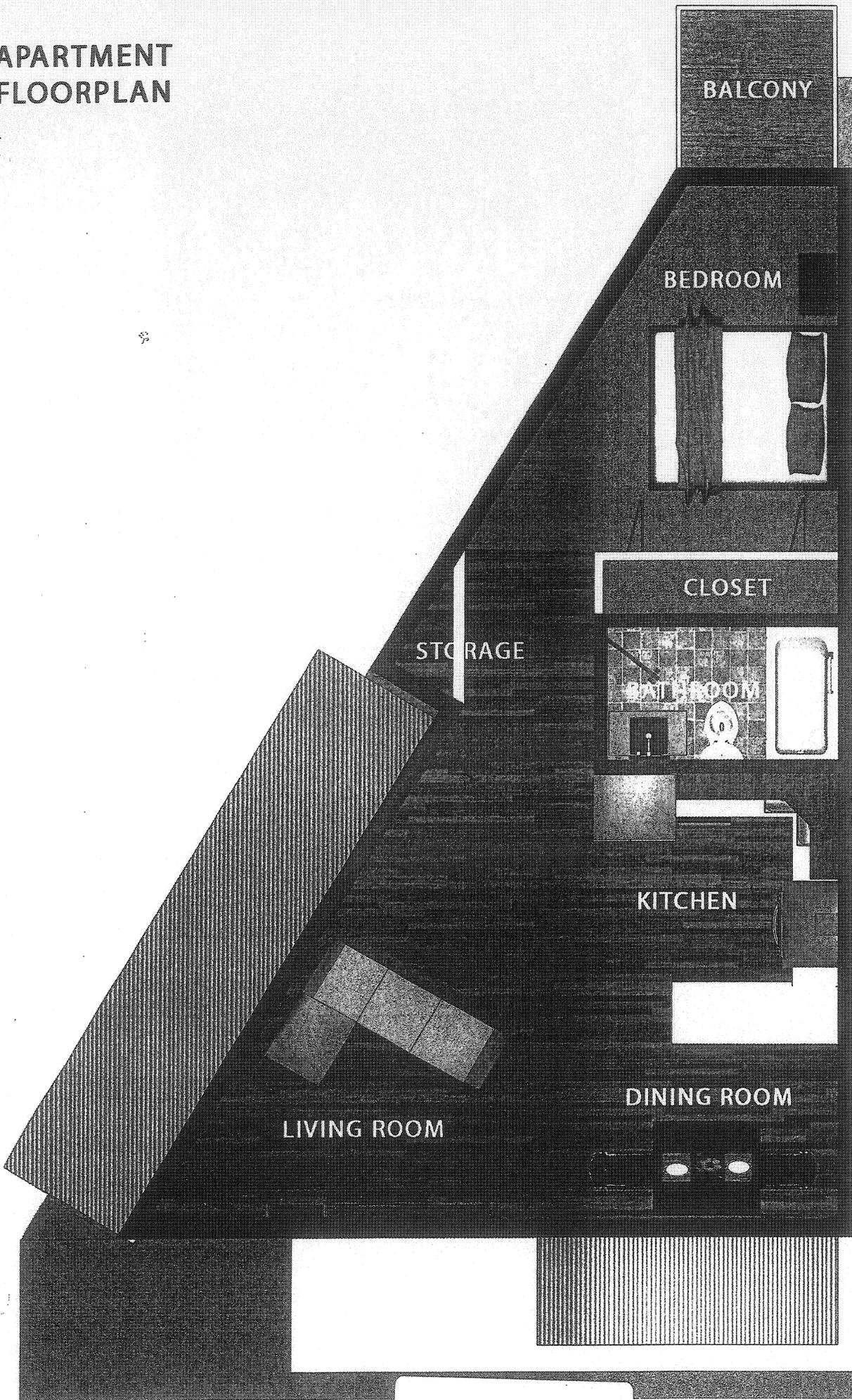


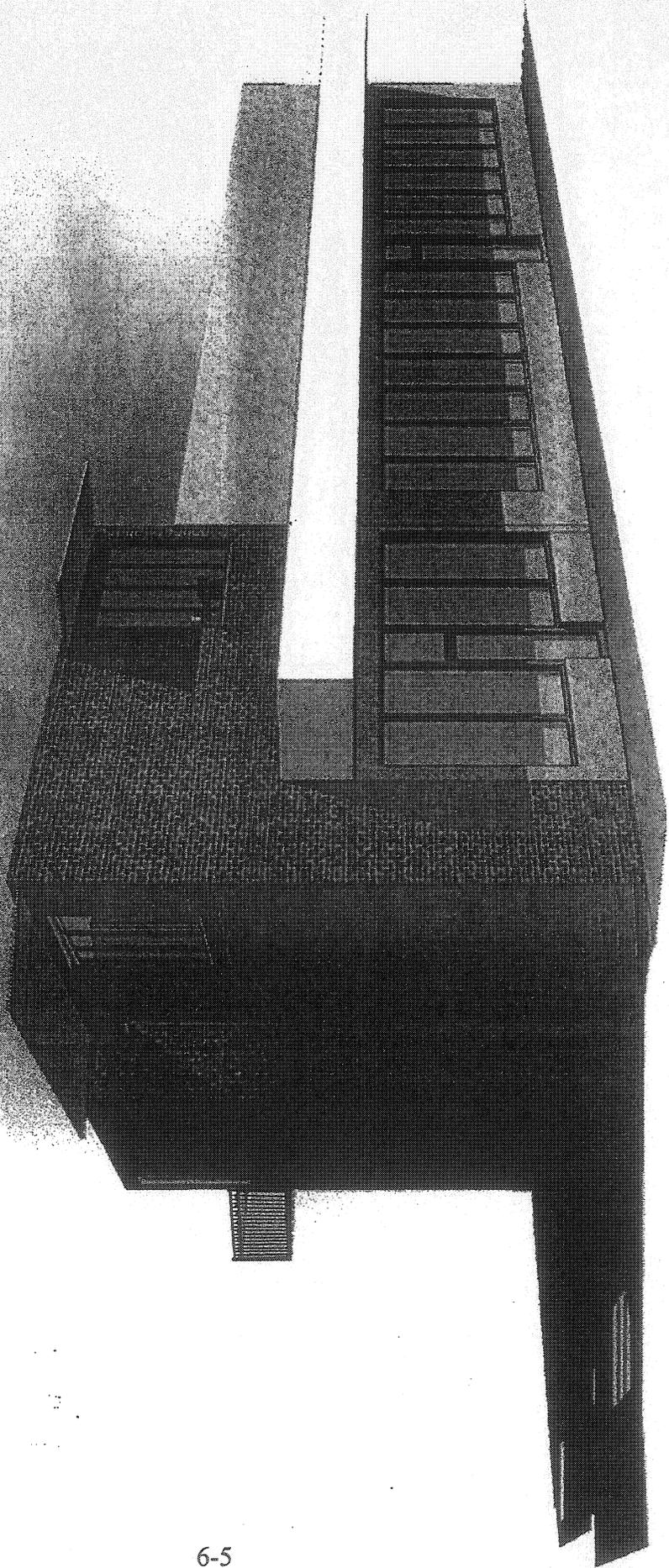
FIRST FLOOR ADDITION

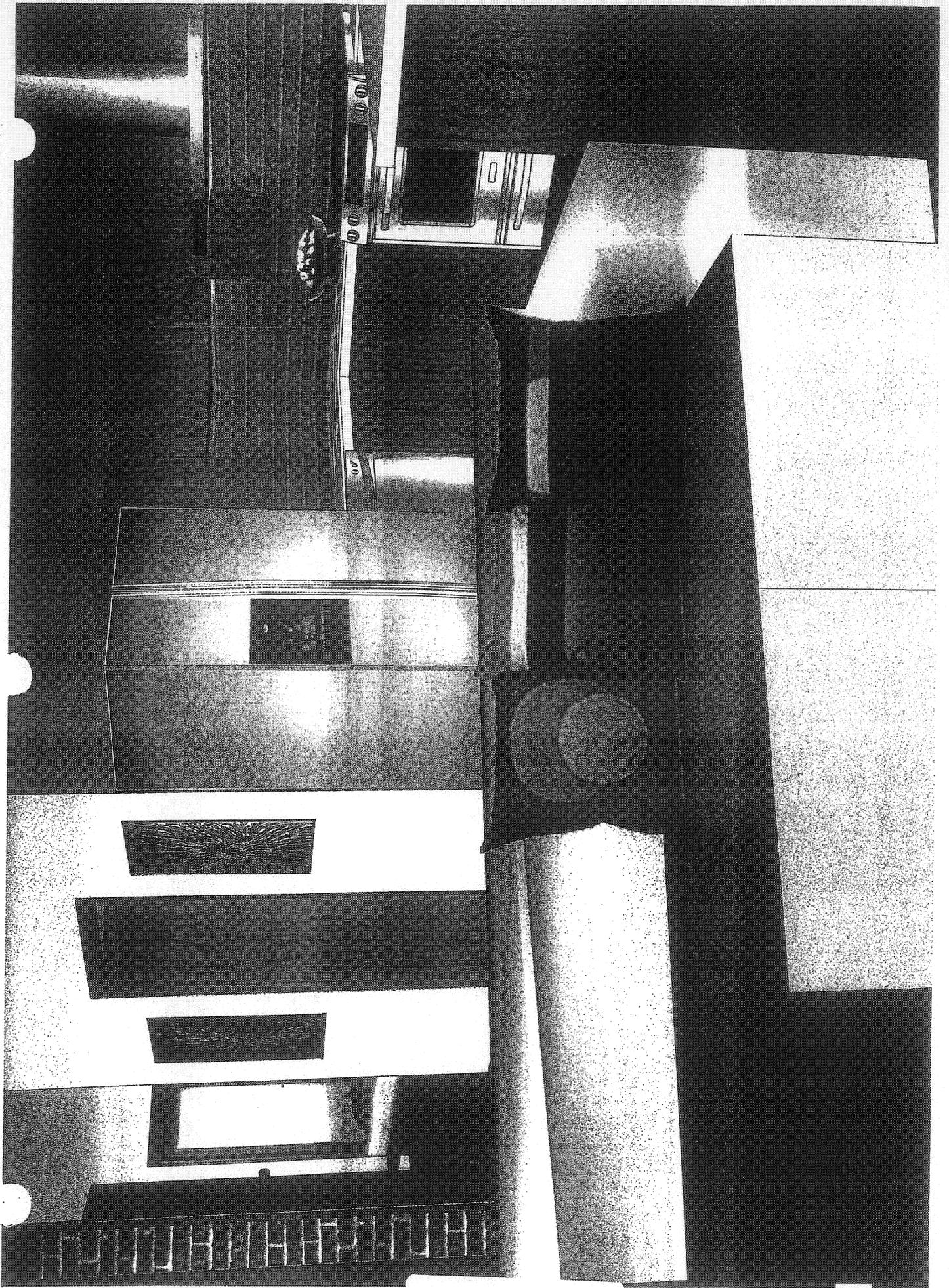


2 FLOORPLANS
 SCALE: 1/16" = 1'-0"

APARTMENT FLOORPLAN







INTERIOR RENDERING

Applicant Zane Fueling, Inc.
 Location 1226 Classen Boulevard
 Case Number PD 09-25
 Time 6:00-6:30 PM

Attendee	Stakeholder	Address	Phone
Maurice Kutt	Applicant's architect	829 Wall Street	447-6363
Brett Bowers	Neighbor	520 E. Boyd	
Mark Risser	Neighboring property owner	10999 Petal St Dallas, TX	214-460-1636
Robbie Ward	Neighboring property owner	1711 Oklahoma	659-9220
Jane Hudson	City facilitator		366-5344
Wayne Stenis	City advisor		366-5441
Blaine Nice	City Attorney's office		366-7748

Application Summary.

Applicant is seeking a Special Use Permit in a C-2 zone on a less than 1-acre parcel. The existing land use and the *Norman 2025 Land Use Plan* designation is Commercial.

Applicant's Opportunity.

The applicant seeks to add 600- square foot addition above to his existing convenience store at the NW corner of Classen and Boyd Streets, with 600-square feet of residential space above. The residential space would be a 1-BR efficiency apartment. The apartment would be occupied by his children while they attend OU.

The addition would be masonry, as is the existing commercial building. Applicant plans to do some exterior renovation and landscaping which would be required by Code triggered by the building addition. The Applicant has not yet decided how to use the additional commercial space; he is considering a liquor store. Applicant would neither lose nor gain any parking with this development.

Neighbors' Comments.

Clean up shared easement. Developer of property to the west observed that there was an opportunity to create a nicely landscaped space in the shared sewer easement between the two properties. He said they planned to add a retaining wall and some landscaping in this area to make it a feature rather than an eyesore. He was also

concerned that the store and apartment not “turn it’s back” architecturally to the apartments being built next door.

Answer. Architect stated that they were open to suggestions.

Item No. 6, being:

ORDINANCE NO. O-0910-20 - ZAFAR BAIG/ZAIN FUEL, INC., REQUESTS REZONING FROM C-2, GENERAL COMMERCIAL DISTRICT, TO C-2 WITH SPECIAL USE FOR A RESIDENTIAL USE, FOR PROPERTY LOCATED AT 1226 CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Project Renderings
4. Site Plan
5. Floor Plan
6. Pre-Development Meeting Summary

PRESENTATION BY STAFF:

1. Doug Koscinski reported that the property is currently zoned commercial and is already developed. All of the commercial zoning districts allow residential use of one or more units on upper floors as long as it is a legal use. What is asked for here is one unit. There will be a small addition to the building and they will add an apartment upstairs. The site is physically more constrained than it looks on a map. There are residences north of the site, multi-family across the street, The Mont to the south, and to the west is the recently approved PUD for The Lofts project. Staff supports the request.
2. Paul Minnis asked about the retaining wall. Doug Koscinski responded that the architect will be able to address that issue.

PRESENTATION BY THE APPLICANT:

1. Maurice Kutt, the architect for the project - Parking requirements are met at the back. There will be an addition to the side with the apartment above. The retaining wall will be engineered. They are also working with The Lofts project to clean up the area. They may remove the retaining wall and put in another one, but they don't know at this time.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Paul Minnis moved to recommend adoption of Ordinance No. O-0910-20 to the City Council. Chris Lewis seconded the motion.

There being no further discussion, a vote was taken with the following result:

YEAS	Diana Hartley, Curtis McCarty, Paul Minnis, Roberta Pailes, Andy Sherrer, Chris Lewis, Jim Gasaway
NAYES	None
MEMBERS ABSENT	Tom Knotts, Zev Trachtenberg

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Ordinance No. O-0910-20 to the City Council, passed by a vote of 7-0.

* * *



DATE: February 22, 2010
TO: Honorable Mayor and Councilmembers
FROM: Doug Koscinski, AICP *DK*
Manager, Current Planning Division

SUBJECT: First Reading: March 9, 2010
Second Reading: March 23, 2010
Agenda Item: Ordinance No. O-0910-22: Randy and Lisa Martin request rezoning from A-2, Rural Agricultural District, to RE, Residential Estate Dwelling District, for a tract of land generally located north and west of the corner of Broadway Avenue and Franklin Road.

BACKGROUND. The applicants own a 5.5 acre tract that is currently zoned A-2, Rural Agricultural District. There is one existing home on the tract, which accesses Franklin Road. They have submitted a rezoning request to RE, Residential Estate Dwelling District so that the property could be divided into two smaller lots, and an additional home built for family members. A preliminary plat accompanies this request.

DISCUSSION. According to the 2025 Land Use Plan, all of the area west of Broadway has been designated for Very Low Density Residential Development because of its relative proximity to urban development. Development of lots that are two acres in size is anticipated by that plan designation. Private water and sewer systems are expected with this type of development. The tract is relatively long and narrow, and will be divided so that the newly created lot will access Broadway, with the existing home continuing to utilize Franklin Road. RE development is expected to address road improvements along adjacent streets. Broadway currently meets the adopted 2025 Plan standard (a rural collector street) but Franklin Road will be evaluated to determine the thickness of the pavement. A paved shoulder is also required to bring the road up to the standard of a Minor Arterial.

Most of the nearby lots are five acres in size, and contain a single dwelling and/or agricultural uses such as barns. This tract is somewhat unusual in that it has two frontages, which facilitates the division of the lot into two parcels, each of which is more than two acres in size. The proposed new home will be set back several hundred feet to take advantage of an existing cluster of trees, thus minimizing any visual impact from the road.

STAFF RECOMMENDATION: The request does represent a modest increase in density, but does comply with the zoning anticipated by the 2025 Land Use Plan, therefore no plan amendment is required. Written protests were submitted representing a filed protest of 34 percent. At their meeting of February 11, 2010, the Planning

office memorandum

Commission, by a vote of 7-0, supported this request and recommended adoption of Ordinance No. O-0910-22. Staff recommends approval of this rezoning request, and submits this First Reading item for City Council's consideration and action.

DJK:rent

Reviewed by: Susan Connors, Director of Planning 
& Community Development
Jeff Bryant, City Attorney 
Steve Lewis, City Manager 

Attachments: Ordinance No. O-0910-22
Staff Report
Location Map
Site Plan
Protest letters and map
Pre-Development Meeting Summary
Planning Commission Minutes

O-0910-22

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 A TRACT OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH AND WEST OF THE CORNER OF BROADWAY AVENUE AND FRANKLIN ROAD)

- § 1. WHEREAS, Randy and Lisa Martin, the owner of the hereinafter described property, has made application to have the same placed in the RE, Residential Estate Dwelling District, and to have the same removed from the A-2, Rural Agricultural District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the RE, Residential Estate Dwelling District, and to remove the same from the A-2, Rural Agricultural District, to wit:

Tract 10, FRANKLIN ACRES, Norman, Cleveland County, Oklahoma

42°21'29" E along the center line of U.S. Highway 77 a distance of 260.00 feet; thence S 47°38'31" W a distance of 825.80 feet to the point or place of beginning.

§ 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the Site Development Plan (Exhibit A), approved February 9, 2010, and supporting documentation submitted by the applicant and approved by the Planning Commission.

§ 6. 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 ordinance.

ADOPTED this _____ day of _____, 2010.

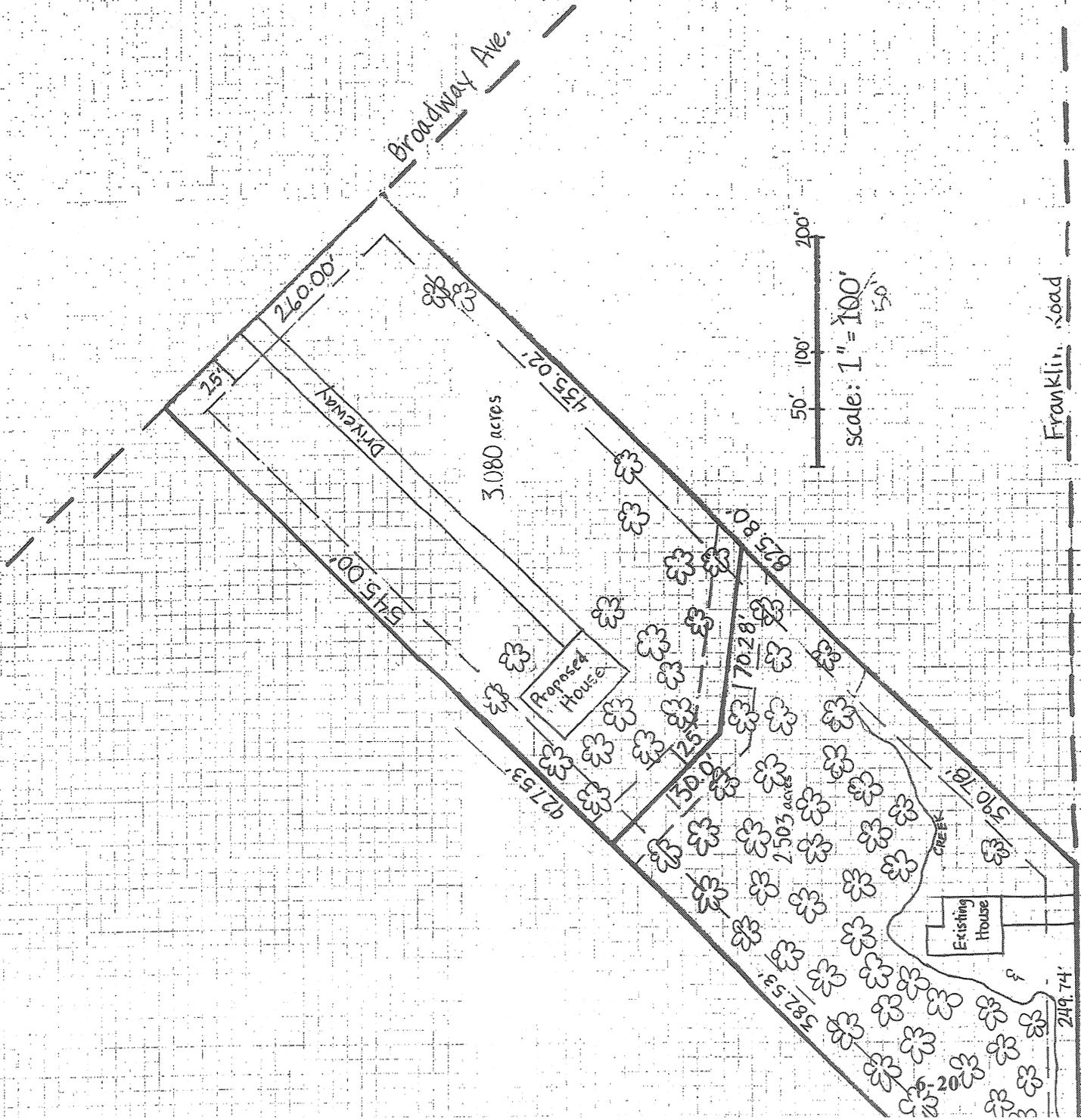
NOT ADOPTED this _____ day of _____, 2010.

(Mayor)

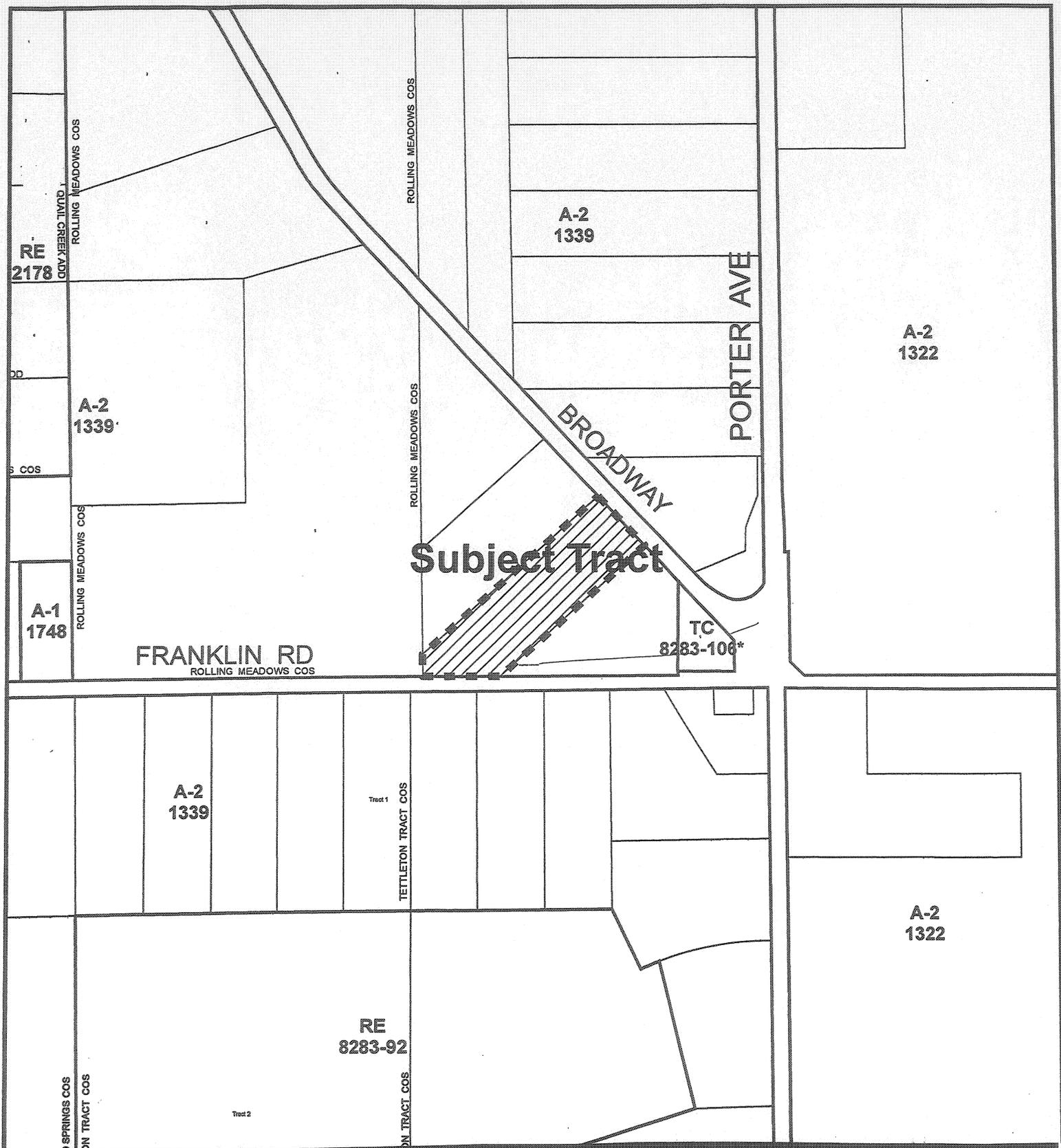
(Mayor)

ATTEST:

(City Clerk)



Franklin Road



PROPOSED REDISTRICTING - ORDINANCE NO. O-0910-22

APPLICANT: Randy and Lisa Martin
REQUEST: Rezoning from A-2, Rural Agricultural District, to RE, Residential Estate Dwelling District, for a tract of land generally located north and west of the corner of Broadway Avenue and Franklin Road.

ORDINANCE NO. O-0910-22

ITEM NO. 8a

STAFF REPORT

GENERAL INFORMATION

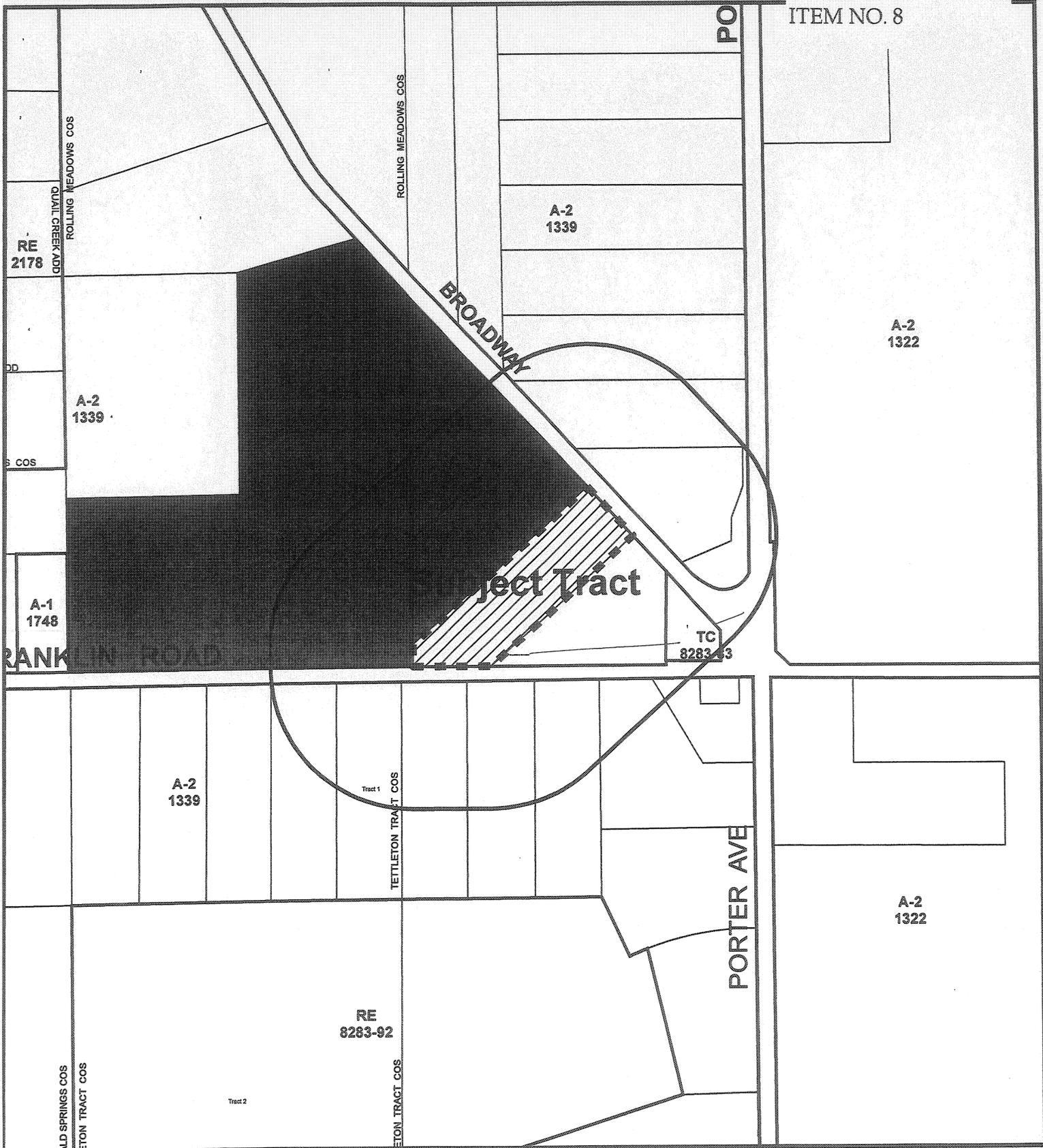
APPLICANT	Randy and Lisa Martin
REQUESTED ACTION	Rezoning to RE, Residential Estate Dwelling District
EXISTING ZONING	A-2, Rural Agricultural District
SURROUNDING ZONING	North: A-2 East: A-2 South: A-2 West: A-2
LOCATION	277 W. Franklin road
SIZE	5.583 acres, more or less
PURPOSE	Single Family Dwellings
EXISTING LAND USE	One Single Family Dwelling
SURROUNDING LAND USE	North: single family dwelling East: single family dwelling South: single family dwelling West: vacant
LAND USE PLAN DESIGNATION	Very Low Density Residential

SYNOPSIS: The applicants own a 5.5 acre tract that is currently zoned A-2, Rural Agricultural District. There is one existing home on the tract, which accesses Franklin Road. They have submitted a rezoning request to RE, Residential Estates Dwelling District so that the property could be divided into two smaller lots, and an additional home built for family members. A preliminary plat accompanies this request.

ANALYSIS: According to the 2025 Land Use Plan, all of the area west of Broadway has been designated for Very Low Density Residential Development because of its relative proximity to urban development. Development of lots that are two acres in size is anticipated by that plan designation. Private water and sewer systems are expected with this type of development. The tract is relatively long and narrow, and will be divided so that the newly created lot will access Broadway, with the existing home continuing to utilize Franklin Road. RE development is expected to address road improvements along adjacent streets. Broadway currently meets the adopted 2025 Plan standard (a rural collector street) but Franklin Road will be evaluated to determine the thickness of the pavement. A paved shoulder is also required to bring the road up to the standard of a Minor Arterial.

IMPACTS: Most of the nearby lots are five acres in size, and contain a single dwelling and/or agricultural uses such as barns. This tract is somewhat unusual in that it has two frontages, which facilitates the division of the lot into two parcels, each of which is more than two acres in size. The proposed new home will be set back several hundred feet to take advantage of an existing cluster of trees, thus minimizing any visual impact from the road.

RECOMMENDATION: The request does represent a modest increase in density, but does comply with the zoning anticipated by the 2025 Land Use Plan. A future final plat will be submitted when the applicants are ready to address road improvements and construction of the additional dwelling. Staff supports this rezoning request.

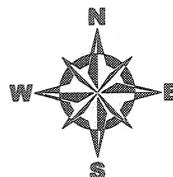


Protest Map

34.0% Protest Within Notification Area

Map Produced by the City of Norman
Geographic Information System.
(405) 366-5436

The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



Scale: 1" = 500'
February 10, 2010

-  Subject Tract
-  Protest
-  Notification Area
-  Protest Outside Notification Area

To: Planning and Community Development

January 27, 2010

From: Concerned Citizens

RE: Request for rezoning

We, the undersigned, are against the rezoning of property from A-2, Rural Agricultural District to RE, Residential Estate Dwelling District, for property located at 277 W. Franklin Rd., Norman, OK.

We chose to live in this area because of the restrictions on the way the land could be divided. The Martins knew of these restrictions when they purchased the property.

Respectively submitted,

Mary Ellen Hickman

Michael A. Hickman

FILED IN THE OFFICE
OF THE CITY CLERK
ON 1-29-10 10:47 AM

1 Feb 2010

Norman Planning Commission
201-A West Gray
Norman, OK 73069

Attention: Secretary

Re: Rezoning Application
Lot 10, Franklin Acres
Norman, Cleveland County, OK

To Whom It May Concern:

We as the below signed homeowners object to the rezoning of the above mentioned property.

Please be sure that I receive any future mailings regarding this rezoning application. Had I not received a phone call from one of my neighbors, I would not have known about needing to write this note of opposition or about the upcoming meeting.

Sincerely,


Donna Standerfer


John Standerfer
4996 Broadway
Norman, OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 2-2-10 2:09 PM

Feb. 3, 2010

City of Norman
 Planning + Community Development
 201 West Gray - Bldg A
 P. O. Box 378
 Norman, OK 73060

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 2-8-10 11:12 AM

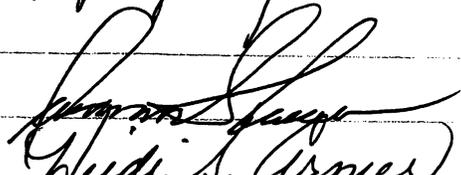
Attn: Secretary, Norman Planning Commission

RE: Notice of Request for Rezoning
 Tract 10, FRANKLIN ACRES, Norman, Cleveland County, OKLA

Regarding your letter dated Jan. 20, 2010, which proposes a request for rezoning of above property, he advised that we are OPPOSED + PROTEST this rezoning.

In the past, changes for rezoning of the A-2 properties in this area have been rejected by the Planning Commission. We, as owners, want NO change in the established A-2 zoning.

Respectfully submitted,


 Heidi S. Armer
 5100 N. Broadway
 Norman, OK 73069

JAMES T. ARMER

Applicant Randy and Lisa Martin
Location 277 W. Franklin Road
Case Number PD 09-24
Time 5:30-6:00 PM

Attendee	Stakeholder	Address	Phone
Randy and Lisa Martin	Co-applicants	821 SE 5 th Court Moore, OK 73160	735-9051
Josh Kitchen	Co-applicant	277 W. Franklin Road	615-9677
James and Heidi Armer	neighbors	5100 N. Broadway	329-0809
Matt Thomas	neighbor	5101 N. Broadway	579-9284
Jane Hudson	City facilitator		366-5344
Wayne Stenis	City advisor		366-5441
Blaine Nice	City Attorney's office		366-7748

Application Summary.

Applicant is seeking a preliminary plat and to rezone a 5.5-acre parcel from the current A-2 to RE-Residential Estates. The current *Norman 2025 Land Use Plan* designation is Very Low Density Residential. The property is unplatted.

Applicant's Opportunity.

The owner is seeking to divide this 5.5-acre parcel into two parcels that will be owned and occupied by two family members. The existing house facing Franklin Road would be one 2.5-acre tract. The remaining 3-acre tract and a second house to be constructed would face Broadway. Applicants want to continue the rural feel of the area. They don't plan to remove any trees or change any grading on the site.

Neighbors' Comments.

Changes in Land Use.

Neighbors in the area are generally opposed to any change from ex-urban agricultural uses to single family residential uses on smaller lots.

Confusion About Subdivision

Neighbors were generally confused about where it was possible to subdivide parcels into something smaller than 10 acres and where parcels must remain 10 acres or larger.

Item No. 8, being:

CONSIDERATION OF A REQUEST SUBMITTED BY RANDY AND LISA MARTIN FOR A TRACT OF LAND GENERALLY LOCATED NORTH AND WEST OF THE CORNER OF BROADWAY AVENUE AND FRANKLIN ROAD.

8A. ORDINANCE NO. O-0910-22 - RANDY AND LISA MARTIN REQUEST REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO RE, RESIDENTIAL ESTATE DWELLING DISTRICT, FOR A TRACT OF LAND GENERALLY LOCATED NORTH AND WEST OF THE CORNER OF BROADWAY AVENUE AND FRANKLIN ROAD.

8B. CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY RANDY AND LISA MARTIN (CENTERLINE SERVICES, L.L.C.) FOR CANAAN ACRES, GENERALLY LOCATED NORTH AND WEST OF THE CORNER OF BROADWAY AVENUE AND FRANKLIN ROAD.

ITEMS SUBMITTED FOR THE RECORD - ZONE CHANGE:

1. Location Map
2. Staff Report
3. Site Plan
4. Pre-Development Meeting Summary

ITEMS SUBMITTED FOR THE RECORD - PRELIMINARY PLAT:

1. Location Map
2. Preliminary Plat
3. Staff Report

PRESENTATION BY STAFF:

1. Doug Koscinski reported that the tract is just west of Porter Avenue and Broadway. This tract is somewhat unusual in that it touches both Broadway and Franklin Road. There is an existing house on Franklin Road. The applicant is hoping to divide the property into two tracts, which would require RE zoning. Right now it is about 5.5 acres, which is a legal but grandfathered size lot under the current zoning. The 2025 Plan indicates that this is an area that would be eligible for 2-acre lots or larger, and everything west of Broadway is in that Very Low Density Residential Designation. Staff supports the request and it is consistent with the 2025 Plan. There were protests filed on this request of 34% of the notification area.

PRESENTATION BY THE APPLICANT:

1. Randy Martin, the applicant, was available to answer questions. He felt Mr. Koscinski presented the request well.
2. Diana Hartley asked about the primary concern of the people who protested the application. Randy Martin responded that their concern was that this would be setting a precedent. The property in the area is zoned A-2, which allows one residence per ten acres. There are several properties within 500 feet that are already zoned RE.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Diana Hartley moved to recommend adoption of Ordinance No. O-0910-22, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for CANAAN ACRES, to the City Council. Chris Lewis seconded the motion.

There being no further discussion, a vote was taken with the following result:

YEAS	Diana Hartley, Curtis McCarty, Paul Minnis, Roberta Pailes, Andy Sherrer, Chris Lewis, Jim Gasaway
NAYES	None
MEMBERS ABSENT	Tom Knotts, Zev Trachtenberg

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Ordinance No. O-0910-22, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for CANAAN ACRES to the City Council, passed by a vote of 7-0.

* * *



office memorandum

DATE: February 17, 2010
TO: The Honorable Mayor and Councilmembers
FROM: Ronda Guerrero, Municipal Court Clerk *RG*
SUBJECT: AGENDA ITEM—Increase of Municipal Court Costs
Ordinance No. O-0910-23

BACKGROUND:

Presently, under Norman City Code 14-310 municipal court costs for each citation filed in Norman Municipal Court are twenty-five dollars (\$25.00). The Municipal Court requests an increase of this amount by five dollars (\$5.00) totaling court costs to thirty dollars (\$30.00). This item was originally placed on Council's agenda on February 9, 2010. Council requested additional information concerning the proposed ordinance; the item was then removed from the February 9, 2010 agenda and placed on a study session agenda. On February 16, 2010, a study session was held wherein Council received additional information about the proposed ordinance. At the end of this meeting, it was the consensus of Council to move forward with this item at the next available City Council meeting.

DISCUSSION:

Norman Municipal Court assesses costs in the amount of twenty-five dollars (\$25.00) to defendants for every citation filed (except on cases which are dismissed) in Court.

House Bill 1800 became effective May 22, 2009 and amended Oklahoma Statute Title 11, Section 27-126 allowing municipal courts not of record to assess costs up to thirty dollars (\$30.00). Other cities in Oklahoma have also adjusted their court costs to thirty dollars (\$30.00) such as the City of Edmond in June of 2009. Norman Municipal Court last adjusted its court costs over ten (10) years ago on November 11, 1999, when they were raised from fifteen dollars (\$15.00) to twenty-five dollars (\$25.00).

Court costs are collected from defendants to offset Municipal Court's daily operating expenses for processing citations. In 1999 the Court processed 17,950 citations, while in 2009 it processed 22,094 citations. As a result of the increase in the volume of citations the court processes, Municipal Court's expenses have also increased. In order to address this increase, the Court requests a five dollar (\$5.00) increase in court costs for a total of thirty dollars (\$30.00).

RECOMMENDATION:

City staff and Council have reviewed the Proposed Ordinance. The Ordinance now comes before Council for consideration.

Reviewed by: Steve Lewis, City Manager *SL*
Phil Cotten, Police Chief *PC*
Jeff Harley Bryant, City Attorney *JHB*
cc: Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310(e) TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE MUNICIPAL COURT COSTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 14-310 of Chapter 14 of the Code of the City of Norman shall be amended to read as follows:

(a) Except as otherwise provided, any person cited for a violation not carrying jail time, any person cited for possession of marijuana first offense in violation of section 15-408 of this Code or failure to appear first offense in violation of section 15-712 of this Code may elect to pay a fine to the Court Clerk in lieu of appearing before the Municipal Court for formal arraignment.

(b) Persons electing to so administratively pay their fines shall first file with the Court Clerk an appearance form, a guilty plea form, and a court appearance waiver form.

(c) Persons electing to so administratively pay their fines shall pay according to the following schedule:

(1) Improper equipment, twenty dollars (\$20.00).

(2) Speeding:

a. In excess of the posted limit, five dollars (\$5.00) per mile in excess of the posted limit.

b. In a school zone or school crossing zone, five dollars (\$5.00) per mile in excess of the posted limit, minimum one hundred dollars (\$100.00).

c. Ten (10) miles and under on any interstate, federal-aid primary highways, and state highways which are located on the outskirts of any municipality as determined by § 2-117 of Title 47, ten dollars (\$10.00) plus fifteen dollars (\$15.00) cost.

(3) Violations resulting in personal injury or property damage, seventy-five dollars (\$75.00).

(4) All other moving traffic violations, thirty-five dollars (\$35.00).

(5) Possession of marijuana, first offense, two hundred dollars (\$200.00).

- (6) Failure to appear, first offense, one hundred dollars (\$100.00).
 - (7) Violations of the Mandatory Use of Seatbelts, ten dollars (\$10.00) plus ten dollars (\$10.00) cost.
 - (8) Failure to carry security verification form while operating a vehicle, two hundred dollars (\$200.00).
 - (9) Transporting an open container, one hundred dollars (\$100.00).
 - (10) Third and subsequent moving violations during any immediate preceding twelve-month period, two hundred dollars (\$200.00).
 - (11) a. [Nontraffic violations:] All nontraffic violations, first offense, one hundred dollars (\$100.00).
 - b. Second or subsequent offenses, maximum fine provided by ordinance.
 - (12) Failure to yield to emergency vehicle, one hundred dollars (\$100.00).
 - (13) Racing on the highway, one hundred dollars (\$100.00).
 - (14) School zone violations except as otherwise provided, one hundred dollars (\$100.00).
 - (15) Violations of the Mandatory Use of Child Passenger Restraint, fifty dollars (\$50.00).
 - (16) Vehicle registration violations, twenty-five dollars (\$25.00).
- (d) Payment of any fine as herein prescribed shall constitute a final determination of the cause against the defendant.
- (e) Costs in each case filed in the Municipal Court shall be thirty dollars (\$30.00).
- (f) Any person confined in jail for any offense shall be required to pay the costs of the incarceration, including housing, food, clothing, medical care, dental care, and psychiatric services.
- (g) Notwithstanding fines and fees set forth above, fines or fees on all alcohol-related offenses are increased fifty dollars (\$50.00) pursuant to Title 11, Section 1411(c) of the Oklahoma Statutes.

* * *

§ 2. 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 ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day

NOT ADOPTED this _____ day

of _____, 2010.

of _____, 2010.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310(e) TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE MUNICIPAL COURT COSTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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c. Ten (10) miles and under on any interstate, federal-aid primary highways, and state highways which are located on the outskirts of any municipality as determined by § 2-117 of Title 47, ten dollars (\$10.00) plus fifteen dollars (\$15.00) cost.

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 - (15) Violations of the Mandatory Use of Child Passenger Restraint, fifty dollars (\$50.00).
 - (16) Vehicle registration violations, twenty-five dollars (\$25.00).
- (d) Payment of any fine as herein prescribed shall constitute a final determination of the cause against the defendant.
- (e) Costs in each case filed in the Municipal Court shall be ~~twenty-five~~ thirty dollars (\$~~25~~ 30.00).
- (f) Any person confined in jail for any offense shall be required to pay the costs of the incarceration, including housing, food, clothing, medical care, dental care, and psychiatric services.
- (g) Notwithstanding fines and fees set forth above, fines or fees on all alcohol-related offenses are increased fifty dollars (\$50.00) pursuant to Title 11, Section 1411(c) of the Oklahoma Statutes.

* * *

§ 2. 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 ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day

NOT ADOPTED this _____ day

of _____, 2010.

of _____, 2010.

Cindy Rosenthal, Mayor

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

Items submitted for the record

1. Cutback Management flyer
2. City of Norman Seven Month Financial Report dated July 2009 – January 2010, FYE 2010 with Attachment A, FYE 10 General Fund and Recreation Fund Transfers, First Round
3. FYE 10 General Fund and Recreation Fund Transfers, Second Round

Participants in discussion

1. Mr. Steve Lewis, City Manager
2. Mr. Anthony Francisco, Finance Director
3. Mr. James Fullingim, Fire Chief
4. Mr. Phil Cotten, Police Chief
5. Mr. Shawn O'Leary, Director of Public Works

ORDINANCE NO. O-0910-23: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 14-310(E) TO CHAPTER 14 OF THE CODE OF THE CITY OF NORMAN TO INCREASE MUNICIPAL COURT COSTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ms. Ronda Guerrero, Municipal Court Clerk, highlighted the proposed ordinance to increase court cost fees from \$25 to \$30. She said court costs are assessed on each citation filed in Municipal Court and are collected from the defendant to offset Municipal Court's operating expenses for processing the citations. She said the last time the court costs were increased was in 1999, when they were increased from \$15 to \$25. She said 17,950 citations were processed in Municipal Court in 1999 compared with 22,094 in 2009. House Bill 1800 became effective May 22, 2009, allowing Municipal Courts, not of record, to assess costs up to \$30. The proposed ordinance will set court costs at the rate provided by state law and will result in approximately \$110,000 per year in additional revenue.

Councilmember Kovach asked if the additional revenue would stay in Municipal Court and suggested Council consider earmarking those funds for Municipal Court needs. Mr. Francisco said the revenue would go to the General Fund Balance. Councilmember Cubberley said revenue received in Municipal Court also offset costs for police officers who issue the tickets and felt they should not be earmarked just for Municipal Court.

Mayor Rosenthal asked for Council direction whether to move the ordinance forward on Council's regular agenda and Council supported advancing the ordinance for formal consideration. Mayor Rosenthal asked staff to share the statistical information provided tonight during the public hearing on the ordinance.

Items submitted for the record

1. Memorandum dated January 22, 2010, from Ronda Guerrero, Municipal Court Clerk, to the Honorable Mayor and Councilmembers
2. Ordinance No. O-0910-23
3. Municipal Court Costs

Participants in discussion

1. Mr. Steve Lewis, City Manager
2. Ms. Ronda Guerrero, Municipal Court Clerk

7. ITEM: CONSIDERATION AND AWARDED OF BID NO. 0910-41 TO REFURBISH ONE (1) SEWER VACUUM FLUSH TRUCK.

INFORMATION: Staff has examined the bid and found it to be in order and proper as to form. Staff recommends acceptance of the bid and the subsequent awarding of the bid as indicated below. Copies of an advisory memorandum and bid tabulation are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject the bid as meeting specifications; and, if accepted, award the bid in the amount of \$65,470 to J & R Equipment, L.L.C., as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____



office memorandum

Date: February 17, 2010
To: Honorable Mayor and Councilmembers
From: Mike White, Fleet Management Superintendent *MW*
Subject: Agenda Item – Refurbish Sewer Vacuum Flush Body
Bid #0910-41

BACKGROUND:

On January 7, 2010, bids were opened on Bid #0910-41 for the refurbish work on unit #368, a 1998 sewer vacuum flush body model number 2552J for the Utilities Sewer Line Maintenance Division that has been in service for over twelve years. The combination sewer cleaning and vacuum unit is utilized daily for collection system and sewer pump station maintenance at the City's fourteen sewer pump station sites as well as for additional support of other departments within the city. Funding for this purchase was obtained during the FYE 2010 budget process.

Unit #368's truck chassis has useful life remaining with low mileage of 37,000 miles. With a few repairs to the truck chassis, fuel pump, and suspension, unit #368 will potentially have a useful life of five to seven years. However, the sewer vacuum flush body has exceeded its useful life and needs to be completely refurbished in order to have a useful life of five to seven years. It would cost \$325,000 to replace unit #368 with a new truck and vacuum flush body. After extensive research, staff found that refurbishing the body along with some minor chassis repairs would save the City approximately \$259,500 and is the most cost effective and viable long term solution. The refurbish work will come with a complete one year warranty and will return the vacuum body to an unused original manufacturer's specification. Other local municipalities have opted to refurbish the vacuum flush body in lieu of replacing the entire unit and have experienced positive results. For instance, the City of Lawton chose to refurbish two vacuum flush bodies over the last two years and has stated that the program has proven to be effective and cost efficient.

DISCUSSION:

Bids were sent to four (4) vendors: Caseco, Frontier Equipment, J & R Equipment, and Total Truck and Trailer, of whom one (1) responded: J & R Equipment. Two of the vendors who opted not to bid, Caseco and Total Truck and Trailer, felt they could not meet all aspects of the bid. They could only work on the engine body and not the cab or chassis. One vendor opting not to bid, Frontier Equipment, felt they could not be competitive on parts pricing since J & R Equipment is the vacuum dealer for Oklahoma. The base bid submitted by J & R Equipment is \$65,470.

In an effort to extend the life of the sewer vacuum flush body as much as possible, Fleet staff chose to price additional options that could be life enhancing to the sewer vacuum flush body:

Memo to Mayor and City Council
Agenda Item – Refurbish Sewer Vacuum Flush Body
March 9, 2010

- Replace auxiliary engine with remanufactured engine \$17,668
- Include 3-5 year warranty n/a *1 year only
- Include new radiator \$ 1,870
- Replace chassis radiator \$ 2,907
- Replace all tires with puncture resistant Duraseal tires/11R225 \$ 5,625
- Include rental vehicle to use while vacuum flush body is being repaired \$15,000
Per month plus repairs

J & R Equipment priced the additional options at \$43,070 bringing the overall cost of the repairs to \$108,540 as the price with options. The current budget for this item is not adequate to pay for the options. The cost for the options exceeds the benefits gained. Therefore, staff is recommending award of only the base bid.

RECOMMENDATION:

Staff recommends that Bid #0910-41 be awarded to J & R Equipment in the amount of \$65,470 to refurbish the sewer vacuum flush body on unit #368.

AWARDED TO:	J & R Equipment
BASE PRICE:	\$65,470
ACCOUNT NUMBER:	321-5552-432.50-11
ACCOUNT NAME:	Service Equipment Vehicle Attachments
AMOUNT BUDGETED:	\$70,000

Reviewed by:

Steve Lewis, City Manager 
Ken Komiske, Director of Utilities 
Jeff Bryant, City Attorney 
Shawn O'Leary, Director of Public Works 
Anthony Francisco, Finance Director 
Clint Mercer, Chief Accountant 
Frederick Duke, Procurement Analyst 

MW/sh

*Memo to Mayor and City Council
Agenda Item – Refurbish Sewer Vacuum Flush Body
March 9, 2010*

CITY OF NORMAN

BID TABULATION
BID #0910-41

Refurbish Vacuum Flush Body (Unit #368)

<u>VENDOR</u>	<u>PRICE</u>
J & R Equipment	\$ 65,470.00
Frontier Equipment	No Response
Caseco	No Response
Total Truck & Trailers	No Response

CITY OF NORMAN

Mike White

Fleet Management Superintendent

8. ITEM: CONSIDERATION OF REQUEST FOR PROPOSAL NO. RFP-0910-45, CONTRACT NO. K-0910-138, AND PERFORMANCE BOND NO. B-0910-47 TO PROVIDE A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT TO BE HELD AT THE LLOYD NOBLE ARENA ON APRIL 24, 2010.

INFORMATION: The above-described item is submitted for the Norman Utilities Authority's consideration. Staff recommends acceptance of the request for proposal submitted from PSC d/b/a Chemical Reclamation Services in the amount of \$75,000 and approval of the contract and bond. Copies of an advisory memorandum; contract with PSC d/b/a Chemical Reclamation Services in the amount of \$75,000; the performance bond, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject Request for Proposal No. RFP-0910-45 from PSC d/b/a Chemical Reclamation Services to provide a household hazardous waste collection event; and, if accepted, approve Contract No. K-0910-138 in the amount of \$75,000 and the performance bond; direct the filing of the bond; and authorize execution of the contract.

ACTION TAKEN: _____



office memorandum

Date: February 15, 2010

To: Norman Utilities Authority

From: Debra Smith, Environmental Services Coordinator *DS*

Subject: Agenda Item – Household Hazardous Waste Collection Event
 Authorization for the Chairman to Sign Contract No. K-0910-138 and
 Performance Bond B-0910-47

BACKGROUND: The Norman Utilities Authority budgeted \$84,000 in the Fiscal Year Ending (FYE) 2010 budget to provide the citizens of Norman an environmentally sound method for disposal of household-generated hazardous waste. Staff developed a Request for Proposal (RFP) to be distributed to firms experienced in conducting household hazardous waste (HHW) collection events.

DISCUSSION: Request for Proposal (RFP) 0910-45 was sent to six (6) firms on January 14, 2010. Three (3) firms submitted technical and cost proposals on February 2, 2010 in accordance with the RFP. The Review Committee, consisting of three staff members, evaluated the firms based on their technical proposal. Cost proposals were then evaluated and the Committee selected PSC dba Chemical Reclamation Services as the most qualified proposer.

The FYE 10 budget appropriated funds for the project in Other Business Services (account no. 032-5543-432.41-99). The HHW Collection Event will be conducted on April 24, 2010 in the Lloyd Noble Center parking lot. Based on past history, staff anticipates participation of 1000-1200 households at an estimated cost of \$60 per household. Thus, we estimate that between \$60,000 and \$72,000 could be expended for this event. The amount of last year's event was \$55,219.55. 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.

RECOMMENDATION: Staff recommends that the NUA authorize the Chairman to sign, upon approval of the City Attorney, Contract K-0910-138 in the amount of \$75,000 with PSC dba Chemical Reclamation Services.

Reviewed By: Ken Komiske, Director of Utilities *MD for KK*

Reviewed By: Frederick Duke, Procurement Analyst *FD*

Reviewed By: Anthony Francisco, Finance Director *A. Francisco*

Reviewed By: Jeff Bryant, City Attorney *JB*

Reviewed By: Steve Lewis, City Manager *SL*

HHW Collection Event
Agreement for Professional Services

This AGREEMENT, made and entered into this _____ day of _____, 2010, 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 24, 2010; 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 Biophenyls (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 wastestream 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 wastestream.
- 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: <u>Authority</u>	<u>Contractor</u>
<u>Norman Utilities Authority</u>	<u>PSC, LLC</u>
<u>Debra Smith</u>	<u>Attn: Legal Dept.</u>
<u>P.O. Box 370</u>	<u>5151 San Felipe, Suite 1600</u>
<u>Norman, OK 73070</u>	<u>Houston, TX 77056</u>

- 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 herefrom, 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.

15.1

IN WITNESS WHEREOF. The Parties have executed this Agreement.

DATED this _____ day of _____, 2010.

NORMAN UTILITIES AUTHORITY

CHEMICAL RECLAMATION SERVICES, LLC

Authority

Contractor

Chairman



Christopher Dods, President

Date

January 27, 2010

Date

ATTEST

ATTEST

Secretary



Secretary
Deborah S. Huston

Seal

Seal

APPROVED as to form and legality this 23 day of February, 2010.



City Attorney

P E R F O R M A N C E B O N D

Know all men by these presents that PSC dba 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-0910-138) with the AUTHORITY, dated _____ 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 18th day of February, 2010, 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 18 day of February, 20 10.

(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)

PSC, LLC dba Chemical
Reclamation Services, LLC
PRINCIPAL

Signed: David V Andrews

Authorized Representative

DAVID V ANDREWS TREASURER

Name and Title

Lexon Insurance Company

SURETY By: Rhessa F. Boulton

Rhessa F. Boulton, Attorney-In-Fact

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 23 day of February, 2010.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____
Title: Chairman

Secretary

PURCHASE REQUISITION NBR: 0000167868

REQUISITION BY: WEBB G
SHIP TO LOCATION: P W - UTILITIES DIRECTOR
STATUS: DIVISION APPROVAL
REASON: 2010 HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT
DATE: 2/15/10
SUGGESTED VENDOR: 9687 PSC-CHEMICAL RECLAMATION SERVI
DELIVER BY DATE: 3/31/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	2010 HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT COMMODITY: ENVIRONMENTAL AND ECOLOGI SUBCOMM: HAZARDOUS MATERIAL AND WA	75000.00	DOL	1.0000	75000.00	

REQUISITION TOTAL: 75000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	03255434324199	Business Services	100.00	75000.00
		Other Business Services		75000.00

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CONTRACT K-0910-138 CONTINGENT ON NUA APPROVAL
3-9-10.

9. ITEM: CONSIDERATION OF THE ACCEPTANCE OF A DONATION OF A VIDEO X-RAY SYSTEM AND IMAGER EXTENSION ARM PACKAGE VALUED AT \$59,329.40 FROM THE OKLAHOMA OFFICE OF HOMELAND SECURITY TO BE USED BY THE HAZARDOUS DEVICES UNIT OF THE POLICE DEPARTMENT.

INFORMATION: The Oklahoma Office of Homeland Security purchased a Video X-Ray System and Imager Extension Arm Package valued at \$59,329.40 through the Urban Area Security Initiative Grant to be used by the Hazardous Devices Unit of the Police Department. Section 8-111 of the City Code states that all donations, valued above \$250 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause. In accordance therewith, the above-described item is submitted for City Council's consideration. A copy of an advisory memorandum and Acknowledgement of Receipt are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject a donation of a Video X-Ray System and Imager Extension Arm Package valued at \$59,329.40 from the Oklahoma Office of Homeland Security to be used by the Hazardous Devices Unit of the Police Department.

ACTION TAKEN: _____



Date: February 19, 2010
To: Honorable Mayor and City Council
From: Major Kent Ritchie, Acting Chief of Police *KR*
Subject: Agenda Item: Acceptance of Video X-ray System

BACKGROUND:

On February 17, 2010, the Norman Police Department received confirmation from the Association of Central Oklahoma Governments (ACOG) that the Oklahoma Office of Homeland Security (OKOHS) purchased the following items through the Urban Area Security Initiative (UASI) Grant with the intention to assign them to the Norman Police Department for use with the Hazardous Devices Robot:

Video X-ray System, Open Vision Model OVLTS-70 – SN: 120517, and
 Imager Extension Arm Package- SN: 120573

The value of these items is \$59,329.40. The items were purchased by funds from the UASI Grant 131.003. The grant administration will be handled by ACOG and OKOHS and the equipment is provided to the Norman Police Department at no up-front cost. Section 8-111 of Chapter 8 of the Code of the City of Norman requires acceptance of all items with a value of more than \$250 be approved by the City Council prior to use.

DISCUSSION:

The Office of Homeland Security was born from the terrorist incidents of September 11, 2001. During the aftermath of that disaster, it became apparent that most urban law enforcement agencies are vulnerable to terrorist activity but not properly equipped to handle it. As a result, the UASI grants were established to provide the needed equipment to these urban agencies.

The items will be utilized only by trained Hazardous Devices Unit (HDU) members. In the event suspected devices are located in another community, the Norman Police HDU may be expected to respond and provide assistance as necessary under the guidelines of the National Incident Management System (NIMS). Under these circumstances, the City of Norman will be eligible for reimbursement of expenses incurred.

RECOMMENDATION:

It is recommended the Council accept the following equipment from the Oklahoma Office of Homeland Security:

Video X-ray System with Imager Extension Arm valued at \$59,329.40

PC/jws
 Attachments

Reviewed by: Steve Lewis, City Manager *SL*
 Reviewed by: Jeff Bryant, City Attorney *JB*
 Reviewed by: Anthony Francisco, Director of Finance *A. Francisco*
 Reviewed by: Clint Mercer, Chief Accountant *CM*

Office memorandum



UASI Homeland Security Equipment Acknowledgement of Receipt/Acceptance

UASI Grant Year: 2008 UASI Project/Award Number: 131.003 (STICKER)

Item Description: One (1) OpenVision LT C-arm Video X-ray System (Model OVLT-S70) with Imager Extension Arm Package
Serial Number: System S/N 120517 Extension Arm S/N 120573

By my signature below, I Chief Larry Hansen, on behalf of Oklahoma City Fire Department, acknowledge receipt and acceptance of above-referenced equipment. Equipment was obtained on this 17th day of February 2010. The value of this equipment is \$59,329.40.

Project Point of Contact:

ACOG Distribution Officer:

Signature
Battalion Chief of Operations
Title

Signature
Grants Program Manager
Title

The above referenced equipment was distributed to George Mauldin of Norman Police Department Bomb Squad having the address of 201 W. Gray, Norman, OK on this 17th day of February 2010.

Recipient Local Entity:

Signature
Title

Signature
Title

Accountancy for disposition of equipment purchased with this OKOHS grant award requires that if the equipment is lost, destroyed or otherwise disposed of, it must be reported to OKOHS.

*** ORIGINAL FORM MUST BE RETURNED TO ACOG ***

10. ITEM: CHANGE ORDER NO. ONE TO CONTRACT NO. K-0708-135: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND STEWART BROTHERS DRILLING, INC., DECREASING THE CONTRACT AMOUNT BY \$779,215 FOR THE PHASE II WELL FIELD DEVELOPMENT PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

INFORMATION: The Norman Utilities Authority, in its meeting of June 24, 2008, approved Contract No. K-0708-135 with Stewart Brothers Drilling, Inc., in the amount of \$3,274,940 for the Phase II Well Field Development Project. Thirteen (13) exploratory wells were drilled with one being eliminated due to site restrictions. Ten (10) exploratory wells had sufficient quality and quantity to be converted to production wells and three were abandoned. Change Order No. One adjusts the final quantities which are different from the original bid quantities and decreases the contract amount by \$779,215. Change Order No. One has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the change order. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted. Copies of an advisory memorandum, change order, letter from CH2M Hill, Inc., and purchase order are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to approve or reject Change Order No. One to Contract No. K-0708-135 with Stewart Brothers Drilling, Inc., decreasing the contract amount by \$779,215; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount of \$147,286.25 to Stewart Brothers Drilling, Inc.

ACTION TAKEN: _____



DATE: February 23, 2010

TO: Norman Utilities Authority (NUA)

FROM: Jim Speck, Capital Projects Engineer JS

SUBJECT: Agenda Items

1. Approval of Final Change Order to Contract K-0708-135.
2. Acceptance of the Phase 2 Waterwells (Well #'s 51, 52, 54, 55, 56, 57, 58, 59, 60, 61).
3. Authorization to make final payment in the amount of \$147,286.26

BACKGROUND: The NUA entered into contract K-0607-109 with CH2M HILL on December 12, 2006. This contract provides for the engineering services associated with twelve new water wells in north east Norman. The NUA's groundwater rights permit application was approved by the Oklahoma Water Resources Board on May 14, 2008.

The Norman Utilities Authority approved Contract K-0708-135 with Stewart Brothers Drilling, Inc. on June 24, 2008 for the drilling of 14 exploratory (test) wells to provide for the construction of 12 municipal production wells. The original contract amount was \$3,724,940.

DISCUSSION: Construction began on July 23, 2008 and was completed on December 10, 2009. Thirteen exploratory wells were drilled with one being eliminated due to site restrictions. Ten of the exploratory wells had sufficient quality and quantity to be converted to production wells and three were abandoned. Through the reconciliation of unit quantities, the total contract work totaled \$2,945,725. Change Order No. 1 would decrease the final contract amount from \$3,724,940 to \$2,945,725 for a net decrease of \$779,215.

RECOMMENDATION: Staff recommends:

1. Staff recommends the NUA authorize the Chairman to sign Change Order #1 to Contract K-0708-135 with Stewart Brothers Drilling, Inc.
2. Staff recommends the NUA accept the Phase 2 Waterwells (Well #'s 51, 52, 54, 55, 56, 57, 58, 59, 60, 61).
3. Staff recommends authorization to make final payment in the amount of \$147,286.26 to Stewart Brothers Drilling, Inc..

Enclosures: Change Order No. 1 to Contract K-0809-3

Reviewed By: Mark Daniels, Utilities Engineer *MD*

Reviewed By: Ken Komiske, Utilities Director *KK*

Reviewed By: Frederick Duke, Purchasing Analyst *FD*

Reviewed By: Clint Mercer, Chief Accountant *CM*

Reviewed By: Anthony Francisco, Finance Director *AF*

Reviewed By: Linda Price, Revitalization Manager *LP*

Reviewed By: Susan Connors, Director of Planning *SC*

Reviewed By: Jeff Bryant, City Attorney *JB*

Reviewed By: Steve Lewis, City Manager *SL*

office memorandum

CHANGE ORDER SUMMARY
 NORMAN UTILITIES AUTHORITY
 CITY OF NORMAN
 CLEVELAND COUNTY, OKLAHOMA

DATE: February 4, 2010

CHANGE ORDER NO.: 1

CONTRACT NO.: Contract K-0708-135

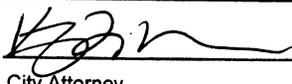
PROJECT: Phase 2, Wellfield Construction

CONTRACTOR: Stewart Brothers Drilling, Inc.
306 Airport Road
Milan, New Mexico 87021
505-287-2986

	Contract Time	Contract Amount
ORIGINAL:	478 calendar days	\$3,724,940.00
PREVIOUS CHANGE ORDERS:	0 calendar days	\$0.00
THIS CHANGE ORDER:	30 calendar days	(\$779,215.00)
REVISED AMOUNT:	508 calendar days	\$2,945,725.00

ORIGINAL START DATE:	July 23, 2008
ORIGINAL COMPLETION DATE:	November 13, 2009
PREVIOUS COMPLETION DATE:	November 13, 2009
NEW COMPLETION DATE:	December 13, 2009

DESCRIPTION:	\$ Increase	\$ Decrease
PART 1: EXPLORATORY BORINGS	\$ -	\$ (181,522.00)
PART 2: PRODUCTION WELL CONSTRUCTION	\$ -	\$ (521,688.00)
PART 3: EXPLORATORY BORING PLUG AND ABANDONMENT	\$ -	\$ (420.00)
PART 4: MONITOR WELL CONSTRUCTION	\$ -	\$ (75,585.00)
	\$ -	\$ (779,215.00)

SUBMITTED BY		Date: <u>2/10/10</u>
CONTRACTOR:	Stewart Brothers Drilling	
RECOMMENDED BY		Date: <u>2/10/10</u>
CONSULTING ENGINEER:	Mark Mulder, C2HM Hill	
REVIEWED FOR		Date: <u>2/23/10</u>
FORM LEGALITY:	City Attorney	
ACCEPTED BY	_____	Date: _____
NORMAN UTILITIES AUTHORITY:	Chairman	

Bid Item	Item Description	Units	Bid Qty.	Unit Price	Original Amount	Final Qty.	Final Cost	Cost Adjustment
Part 4: Monitor Well Construction (Alternate Bid Items)								
Monitor Well Construction MW-01								
1	Site Mobilization/Demobilization	LS	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	\$ -
2	Drill Monitor Well Borehole	LF	510	\$ 40.00	\$ 20,400.00	460	\$ 18,400.00	\$ (2,000.00)
3	Furnish and Install 6-inch PVC Casing	LF	490	\$ 13.00	\$ 6,370.00	440	\$ 5,720.00	\$ (650.00)
4	Furnish and Install 6-inch Screen	LF	20	\$ 69.00	\$ 1,380.00	20	\$ 1,380.00	\$ -
5	Furnish and Emplace Filter Pack	LF	45	\$ 27.00	\$ 1,215.00	75	\$ 2,025.00	\$ 810.00
6	Furnish and Emplace Cement Grout	LF	465	\$ 27.00	\$ 12,555.00	385	\$ 10,395.00	\$ (2,160.00)
7	Well Development	EA	1	\$ 3,900.00	\$ 3,900.00	1	\$ 3,900.00	\$ -
8	Well Disinfection	EA	1	\$ 1,350.00	\$ 1,350.00	1	\$ 1,350.00	\$ -
9	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
Total MW-01 Construction					\$ 52,370.00		\$ 47,670.00	\$ (4,700.00)
Monitor Well Construction MW-02								
1	Site Mobilization/Demobilization	LS	1	\$ 3,600.00	\$ 3,600.00	1	\$ 3,600.00	\$ -
2	Drill Monitor Well Borehole	LF	310	\$ 40.00	\$ 12,400.00	275	\$ 11,000.00	\$ (1,400.00)
3	Furnish and Install 6-inch PVC Casing	LF	290	\$ 16.00	\$ 4,640.00	265	\$ 4,240.00	\$ (400.00)
4	Furnish and Install 6-inch Screen	LF	20	\$ 69.00	\$ 1,380.00	10	\$ 690.00	\$ (690.00)
5	Furnish and Emplace Filter Pack	LF	45	\$ 27.00	\$ 1,215.00	65	\$ 1,755.00	\$ 540.00
6	Furnish and Emplace Cement Grout	LF	265	\$ 27.00	\$ 7,155.00	210	\$ 5,670.00	\$ (1,485.00)
7	Well Development	EA	1	\$ 3,900.00	\$ 3,900.00	1	\$ 3,900.00	\$ -
8	Well Disinfection	EA	1	\$ 1,350.00	\$ 1,350.00	1	\$ 1,350.00	\$ -
9	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
Total MW-02 Construction					\$ 36,340.00	0	\$ 32,205.00	\$ (4,135.00)
Monitor Well Construction MW-03								
1	Site Mobilization/Demobilization	LS	1	\$ 2,800.00	\$ 2,800.00	0	\$ -	\$ (2,800.00)
2	Drill Monitor Well Borehole	LF	210	\$ 42.00	\$ 8,820.00	0	\$ -	\$ (8,820.00)
3	Furnish and Install 6-inch PVC Casing	LF	190	\$ 19.00	\$ 3,610.00	0	\$ -	\$ (3,610.00)
4	Furnish and Install 6-inch Screen	LF	20	\$ 69.00	\$ 1,380.00	0	\$ -	\$ (1,380.00)
5	Furnish and Emplace Filter Pack	LF	45	\$ 27.00	\$ 1,215.00	0	\$ -	\$ (1,215.00)
6	Furnish and Emplace Cement Grout	LF	165	\$ 27.00	\$ 4,455.00	0	\$ -	\$ (4,455.00)
7	Well Development	EA	1	\$ 3,900.00	\$ 3,900.00	0	\$ -	\$ (3,900.00)
8	Well Disinfection	EA	1	\$ 1,350.00	\$ 1,350.00	0	\$ -	\$ (1,350.00)
9	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
Total MW-03 Construction					\$ 28,230.00		\$ -	\$ (28,230.00)
Monitor Well Construction MW-04								
1	Site Mobilization/Demobilization	LS	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	\$ -
2	Drill Monitor Well Borehole	LF	510	\$ 40.00	\$ 20,400.00	430	\$ 17,200.00	\$ (3,200.00)
3	Furnish and Install 6-inch PVC Casing	LF	490	\$ 13.00	\$ 6,370.00	410	\$ 5,330.00	\$ (1,040.00)
4	Furnish and Install 6-inch Screen	LF	20	\$ 69.00	\$ 1,380.00	20	\$ 1,380.00	\$ -
5	Furnish and Emplace Filter Pack	LF	45	\$ 27.00	\$ 1,215.00	75	\$ 2,025.00	\$ 810.00
6	Furnish and Emplace Cement Grout	LF	465	\$ 27.00	\$ 12,555.00	355	\$ 9,585.00	\$ (2,970.00)
7	Well Development	EA	1	\$ 3,900.00	\$ 3,900.00	1	\$ 3,900.00	\$ -
8	Well Disinfection	EA	1	\$ 1,350.00	\$ 1,350.00	1	\$ 1,350.00	\$ -
9	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
Total MW-04 Construction					\$ 52,370.00	0	\$ 45,270.00	\$ (7,100.00)
Monitor Well Construction MW-05								
1	Site Mobilization/Demobilization	LS	1	\$ 3,600.00	\$ 3,600.00	1	\$ 3,600.00	\$ -
2	Drill Monitor Well Borehole	LF	310	\$ 40.00	\$ 12,400.00	280	\$ 11,200.00	\$ (1,200.00)
3	Furnish and Install 6-inch PVC Casing	LF	290	\$ 16.00	\$ 4,640.00	260	\$ 4,160.00	\$ (480.00)
4	Furnish and Install 6-inch Screen	LF	20	\$ 69.00	\$ 1,380.00	20	\$ 1,380.00	\$ -
5	Furnish and Emplace Filter Pack	LF	45	\$ 27.00	\$ 1,215.00	85	\$ 2,295.00	\$ 1,080.00
6	Furnish and Emplace Cement Grout	LF	265	\$ 27.00	\$ 7,155.00	195	\$ 5,265.00	\$ (1,890.00)
7	Well Development	EA	1	\$ 3,900.00	\$ 3,900.00	1	\$ 3,900.00	\$ -
8	Well Disinfection	EA	1	\$ 1,350.00	\$ 1,350.00	1	\$ 1,350.00	\$ -
9	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
Total MW-05 Construction					\$ 36,340.00		\$ 33,150.00	\$ (3,190.00)
Monitor Well Construction MW-06								
1	Site Mobilization/Demobilization	LS	1	\$ 2,800.00	\$ 2,800.00	0	\$ -	\$ (2,800.00)
2	Drill Monitor Well Borehole	LF	210	\$ 42.00	\$ 8,820.00	0	\$ -	\$ (8,820.00)
3	Furnish and Install 6-inch PVC Casing	LF	190	\$ 19.00	\$ 3,610.00	0	\$ -	\$ (3,610.00)
4	Furnish and Install 6-inch Screen	LF	20	\$ 69.00	\$ 1,380.00	0	\$ -	\$ (1,380.00)
5	Furnish and Emplace Filter Pack	LF	45	\$ 27.00	\$ 1,215.00	0	\$ -	\$ (1,215.00)
6	Furnish and Emplace Cement Grout	LF	165	\$ 27.00	\$ 4,455.00	0	\$ -	\$ (4,455.00)
7	Well Development	EA	1	\$ 3,900.00	\$ 3,900.00	0	\$ -	\$ (3,900.00)
8	Well Disinfection	EA	1	\$ 1,350.00	\$ 1,350.00	0	\$ -	\$ (1,350.00)
9	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
Total MW-06 Construction					\$ 28,230.00	0	\$ -	\$ (28,230.00)
Part 4: Monitor Well Construction (Alternate Bid Items)					\$ 233,880.00		\$ 158,295.00	\$ (75,585.00)
					Subtotal		\$ 3,724,940.00	\$ 2,945,725.00
					Less Retainage	5.0%	\$ 147,286.26	
					Total Paid		\$ 2,798,438.74	

Bid Item	Item Description	Units	Bid Qty.	Unit Price	Original Amount	Final Qty.	Final Cost	Cost Adjustment
Part 3: Exploratory Boring Plug and Abandonment (Alternate Bid Items)								
Exploratory Plug and Abandonment #1								
1	Site Mobilization/Demobilization	LS	1	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00	\$ -
2	Borehole Plugging	LF	700	\$ 3.00	\$ 2,100.00	650	\$ 1,950.00	\$ (150.00)
Total Exploratory Boring Plug and Abandonment #1					\$ 3,400.00		\$ 3,250.00	\$ (150.00)
Exploratory Plug and Abandonment #2								
1	Site Mobilization/Demobilization	LS	1	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00	\$ -
2	Borehole Plugging	LF	700	\$ 3.00	\$ 2,100.00	610	\$ 1,830.00	\$ (270.00)
Total Exploratory Boring Plug and Abandonment #2					\$ 3,400.00		\$ 3,130.00	\$ (270.00)
Part 3: Exploratory Boring Plug and Abandonment (Alternate Bid Items)					\$ 6,800.00		\$ 6,380.00	\$ (420.00)

Bid Item	Item Description	Units	Bid Qty.	Unit Price	Original Amount	Final Qty.	Final Cost	Cost Adjustment	
Production Well Construction GW-59 (Harvey)									
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	\$ -	
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	0	\$ -	\$ (2,300.00)	
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	82	\$ 2,788.00	\$ 1,088.00	
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -	
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	615	\$ 22,755.00	\$ (1,295.00)	
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	498	\$ 25,896.00	\$ (1,144.00)	
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	120	\$ 13,200.00	\$ (1,100.00)	
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	320	\$ 8,640.00	\$ (810.00)	
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	295	\$ 7,965.00	\$ (135.00)	
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -	
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	24	\$ 6,600.00	\$ -	
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -	
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -	
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -	
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -	
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)	
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	406	\$ 8,120.00	\$ (880.00)	
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -	
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -	
					Total GW-59 Construction		\$ 173,390.00	\$ 166,114.00	\$ (7,276.00)
Production Well Construction GW-60 (Ward)									
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	\$ -	
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	0	\$ -	\$ (2,300.00)	
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	132	\$ 4,488.00	\$ 2,788.00	
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -	
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	565	\$ 20,905.00	\$ (3,145.00)	
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	488	\$ 25,376.00	\$ (1,664.00)	
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	80	\$ 8,800.00	\$ (5,500.00)	
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	285	\$ 7,695.00	\$ (1,755.00)	
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	280	\$ 7,560.00	\$ (540.00)	
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -	
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	24	\$ 6,600.00	\$ -	
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -	
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -	
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -	
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -	
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)	
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	359	\$ 7,180.00	\$ (1,820.00)	
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -	
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -	
					Total GW-60 Construction		\$ 173,390.00	\$ 158,754.00	\$ (14,636.00)
Production Well Construction GW-61 (Fordyce)									
1	Site Mobilization/Demobilization	LS	1	\$ 16,200.00	\$ 16,200.00	1	\$ 16,200.00	\$ -	
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	0	\$ -	\$ (2,300.00)	
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	80	\$ 2,720.00	\$ 1,020.00	
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -	
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	520	\$ 19,240.00	\$ (4,810.00)	
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	433	\$ 22,516.00	\$ (4,524.00)	
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	90	\$ 9,900.00	\$ (4,400.00)	
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	235	\$ 6,345.00	\$ (3,105.00)	
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	285	\$ 7,695.00	\$ (405.00)	
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -	
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	
12	Constant Pumping Test Rate	HR	120	\$ 275.00	\$ 33,000.00	120	\$ 33,000.00	\$ -	
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -	
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -	
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -	
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -	
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)	
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	342	\$ 6,840.00	\$ (2,160.00)	
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -	
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -	
					Total GW-61 Construction		\$ 198,990.00	\$ 177,606.00	\$ (21,384.00)
Part 2: Production Well Construction (Alternate Bid Items)							\$ 2,131,880.00	\$ 1,610,192.00	\$ (521,688.00)

Bid Item	Item Description	Units	Bid Qty.	Unit Price	Original Amount	Final Qty.	Final Cost	Cost Adjustment
Production Well Construction GW-56 (Beasley)								
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	\$ -
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	0	\$ -	\$ (2,300.00)
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	215	\$ 7,310.00	\$ 5,610.00
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	485	\$ 17,945.00	\$ (6,105.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	416	\$ 21,632.00	\$ (5,408.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	72	\$ 7,920.00	\$ (6,380.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	204	\$ 5,508.00	\$ (3,942.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	281	\$ 7,587.00	\$ (513.00)
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	24	\$ 6,600.00	\$ -
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	372	\$ 7,440.00	\$ (1,560.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -
					Total GW-56 Construction		\$ 152,092.00	\$ (21,298.00)
Production Well Construction GW-57 (Fegett)								
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	\$ -
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	1	\$ 2,300.00	\$ -
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	225	\$ 7,650.00	\$ 5,950.00
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	485	\$ 17,945.00	\$ (6,105.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	418	\$ 21,736.00	\$ (5,304.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	70	\$ 7,700.00	\$ (6,600.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	140	\$ 3,780.00	\$ (5,670.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	345	\$ 9,315.00	\$ 1,215.00
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	24	\$ 6,600.00	\$ -
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	423	\$ 8,460.00	\$ (540.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -
					Total GW-57 Construction		\$ 155,636.00	\$ (17,754.00)
Production Well Construction GW-58 (Hayes)								
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	\$ -
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	0	\$ -	\$ (2,300.00)
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	205	\$ 6,970.00	\$ 5,270.00
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	470	\$ 17,390.00	\$ (6,660.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	393	\$ 20,436.00	\$ (6,604.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	80	\$ 8,800.00	\$ (5,500.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	165	\$ 4,455.00	\$ (4,995.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	305	\$ 8,235.00	\$ 135.00
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	24	\$ 6,600.00	\$ -
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	358	\$ 7,160.00	\$ (1,840.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -
					Total GW-58 Construction		\$ 150,196.00	\$ (23,194.00)

Bid Item	Item Description	Units	Bid Qty	Unit Price	Original Amount	Final Qty	Final Cost	Cost Adjustment
Production Well Construction GW-53 (Bright)								
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	0	\$ 5,100.00	\$ (11,900.00)
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	0	\$ -	\$ (2,300.00)
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	0	\$ -	\$ (1,700.00)
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	0	\$ -	\$ (6,800.00)
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	0	\$ -	\$ (24,050.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	0	\$ -	\$ (27,040.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	0	\$ -	\$ (14,300.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	0	\$ -	\$ (9,450.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	0	\$ -	\$ (8,100.00)
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	0	\$ -	\$ (17,500.00)
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	0	\$ -	\$ (10,000.00)
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	0	\$ -	\$ (6,600.00)
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	0	\$ -	\$ (1,500.00)
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	0	\$ -	\$ (3,500.00)
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	0	\$ -	\$ (600.00)
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	0	\$ -	\$ (1,750.00)
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	\$ (5,000.00)
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	\$ (5,000.00)
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	0	\$ -	\$ (9,000.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	0	\$ -	\$ (500.00)
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	0	\$ -	\$ (1,000.00)
					Total GW-53 Construction		\$ 5,100.00	\$ (168,290.00)
Production Well Construction GW-54 (Eldred)								
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	\$ -
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	1	\$ 2,300.00	\$ -
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	120	\$ 4,080.00	\$ 2,380.00
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	580	\$ 21,460.00	\$ (2,590.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	493	\$ 25,636.00	\$ (1,404.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	90	\$ 9,900.00	\$ (4,400.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	285	\$ 7,695.00	\$ (1,755.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	295	\$ 7,965.00	\$ (135.00)
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	24	\$ 6,600.00	\$ -
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	342	\$ 6,840.00	\$ (2,160.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -
					Total GW-54 Construction		\$ 162,626.00	\$ (10,764.00)
Production Well Construction GW-55 (Tritten)								
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	\$ -
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	1	\$ 2,300.00	\$ -
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	185	\$ 6,290.00	\$ 4,590.00
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	515	\$ 19,055.00	\$ (4,995.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	408	\$ 21,216.00	\$ (5,824.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	110	\$ 12,100.00	\$ (2,200.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	220	\$ 5,940.00	\$ (3,510.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	295	\$ 7,965.00	\$ (135.00)
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	24	\$ 6,600.00	\$ -
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	2	\$ 3,000.00	\$ 1,500.00
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	372	\$ 7,440.00	\$ (1,560.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -
					Total GW-55 Construction		\$ 160,556.00	\$ (12,834.00)

Bid Item	Item Description	Units	Bid Qty.	Unit Price	Original Amount	Final Qty.	Final Cost	Cost Adjustment
Part 2: Production Well Construction (Alternate Bid Items)								
Production Well Construction GW-50 (Marriott)								
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	0	\$ -	\$ (17,000.00)
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	0	\$ -	\$ (2,300.00)
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	0	\$ -	\$ (1,700.00)
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	0	\$ -	\$ (6,800.00)
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	0	\$ -	\$ (24,050.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	0	\$ -	\$ (27,040.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	0	\$ -	\$ (14,300.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	0	\$ -	\$ (9,450.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	0	\$ -	\$ (8,100.00)
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	0	\$ -	\$ (17,500.00)
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	0	\$ -	\$ (10,000.00)
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	0	\$ -	\$ (6,600.00)
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	0	\$ -	\$ (1,500.00)
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	0	\$ -	\$ (3,500.00)
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	0	\$ -	\$ (600.00)
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	0	\$ -	\$ (1,750.00)
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	\$ (5,000.00)
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	\$ (5,000.00)
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	0	\$ -	\$ (9,000.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	0	\$ -	\$ (500.00)
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	0	\$ -	\$ (1,000.00)
					Total GW-50 Construction	\$ 173,390.00	\$ -	\$ (173,390.00)
Production Well Construction GW-51 (Walker)								
1	Site Mobilization/Demobilization	LS	1	\$ 16,200.00	\$ 16,200.00	1	\$ 16,200.00	\$ -
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	1	\$ 2,300.00	\$ -
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	290	\$ 9,860.00	\$ 8,160.00
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	460	\$ 17,020.00	\$ (7,030.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	393	\$ 20,436.00	\$ (6,604.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	70	\$ 7,700.00	\$ (6,600.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	180	\$ 4,860.00	\$ (4,590.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	280	\$ 7,560.00	\$ (540.00)
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
12	Constant Pumping Test Rate	HR	120	\$ 275.00	\$ 33,000.00	120	\$ 33,000.00	\$ -
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	348	\$ 6,960.00	\$ (2,040.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -
					Total GW-51 Construction	\$ 198,990.00	\$ 179,046.00	\$ (19,944.00)
Production Well Construction GW-52 (Blevins)								
1	Site Mobilization/Demobilization	LS	1	\$ 17,000.00	\$ 17,000.00	1	\$ 11,900.00	\$ (5,100.00)
2	Furnish and Install Site Access Gate	EA	1	\$ 2,300.00	\$ 2,300.00	1	\$ 2,300.00	\$ -
3	Borehole Plugging	LF	50	\$ 34.00	\$ 1,700.00	220	\$ 7,480.00	\$ 5,780.00
4	Permanent Surface Casing	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00	\$ -
5	Ream Boring to Final Diameter	LF	650	\$ 37.00	\$ 24,050.00	425	\$ 15,725.00	\$ (8,325.00)
6	Furnish and Install 10-inch Casing	LF	520	\$ 52.00	\$ 27,040.00	358	\$ 18,616.00	\$ (8,424.00)
7	Furnish and Install 10-inch Screen	LF	130	\$ 110.00	\$ 14,300.00	70	\$ 7,700.00	\$ (6,600.00)
8	Furnish and Emplace Filter Pack	LF	350	\$ 27.00	\$ 9,450.00	155	\$ 4,185.00	\$ (5,265.00)
9	Furnish and Emplace Cement Grout	LF	300	\$ 27.00	\$ 8,100.00	270	\$ 7,290.00	\$ (810.00)
10	Well Development	EA	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ -
11	Furnish, Install, and Remove Pump System for Pump Test	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
12	Constant Pumping Test Rate	HR	24	\$ 275.00	\$ 6,600.00	24	\$ 6,600.00	\$ -
13	Water Quality Sampling and Analysis	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -
14	Well Disinfection	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -
15	Alignment ("Dummy") Test	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ -
16	Color Video Log	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ -
17	Standby Time at Direction of Engineer	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
18	Furnish and Install Submersible Pump	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
19	Furnish and Install Submersible Pump Motor	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -
20	Furnish and Install 4-Inch Diameter Drop Pipe	LF	450	\$ 20.00	\$ 9,000.00	376	\$ 7,520.00	\$ (1,480.00)
21	Furnish and Install 4-Inch Check Valves w/Lugs	EA	2	\$ 250.00	\$ 500.00	2	\$ 500.00	\$ -
22	Furnish and Install Surface Plate	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -
					Total GW-52 Construction	\$ 173,390.00	\$ 142,466.00	\$ (30,924.00)

Bid Item	Item Description	Units	Bid Qty.	Unit Price	Original Amount	Final Qty.	Final Cost	Cost Adjustment
Exploratory Boring EB-13 (Eldred)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	700	\$ 29,400.00	\$ -
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	6	\$ 34,800.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	6	\$ 6,600.00	\$ -
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-13		\$ 92,570.00	\$ (700.00)
Exploratory Boring EB-14 (Harvey)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	697	\$ 29,274.00	\$ (126.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	6	\$ 34,800.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	6	\$ 6,600.00	\$ -
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-14		\$ 92,444.00	\$ (826.00)
Exploratory Boring EB-01 (Marriott)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 13,000.00	0	\$ -	\$ (13,000.00)
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	0	\$ -	\$ (3,870.00)
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 73,500.00	0	\$ -	\$ (73,500.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	0	\$ -	\$ (4,600.00)
5	Packer Testing	EA	6	\$ 5,800.00	\$ 26,400.00	0	\$ -	\$ (26,400.00)
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,000.00	0	\$ -	\$ (6,000.00)
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	0	\$ -	\$ (4,000.00)
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-01		\$ -	\$ (132,070.00)
Exploratory Boring EB-03 (Blevins)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	650	\$ 27,300.00	\$ (2,100.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	5	\$ 29,000.00	\$ (5,800.00)
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	5	\$ 5,500.00	\$ (1,100.00)
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-03		\$ 83,570.00	\$ (9,700.00)
Exploratory Boring EB-04 (Bright)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	650	\$ 27,300.00	\$ (2,100.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	5	\$ 29,000.00	\$ (5,800.00)
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	5	\$ 5,500.00	\$ (1,100.00)
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-04		\$ 83,570.00	\$ (9,700.00)
Exploratory Boring EB-05 (Walker)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	750	\$ 31,500.00	\$ 2,100.00
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	6	\$ 34,800.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	6	\$ 6,600.00	\$ -
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-05		\$ 94,670.00	\$ 1,400.00
Exploratory Boring EB-09 (Hayes)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	675	\$ 28,350.00	\$ (1,050.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	6	\$ 34,800.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	5	\$ 5,500.00	\$ (1,100.00)
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-09		\$ 90,420.00	\$ (2,850.00)
Part 1: Exploratory Borings (Subtotal)					\$ 1,352,380.00		\$ 1,170,858.00	\$ (181,522.00)

Bid Item	Item Description	Units	Bid Qty.	Unit Price	Original Amount	Final Qty.	Final Cost	Cost Adjustment
Part 1: Exploratory Borings (Base Bid)								
Exploratory Boring EB-02 (Marriott)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	690	\$ 28,980.00	\$ (420.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	6	\$ 34,800.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	6	\$ 6,600.00	\$ -
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-02		\$ 92,150.00	\$ (1,120.00)
Exploratory Boring EB-06 (Tritten)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	700	\$ 29,400.00	\$ -
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	6	\$ 34,800.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	6	\$ 6,600.00	\$ -
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-06		\$ 92,570.00	\$ (700.00)
Exploratory Boring EB-07 (Beasley)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,800.00	\$ 9,800.00	1	\$ 9,800.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 63.00	\$ 44,100.00	700	\$ 44,100.00	\$ -
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 4,400.00	\$ 26,400.00	5	\$ 22,000.00	\$ (4,400.00)
6	Water Quality Sampling and Analysis	EA	6	\$ 1,000.00	\$ 6,000.00	5	\$ 5,000.00	\$ (1,000.00)
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-07		\$ 93,370.00	\$ (6,100.00)
Exploratory Boring EB-08 (Fegett)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	700	\$ 29,400.00	\$ -
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	5	\$ 29,000.00	\$ (5,800.00)
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	5	\$ 5,500.00	\$ (1,100.00)
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-08		\$ 85,670.00	\$ (7,600.00)
Exploratory Boring EB-10 (Priest)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,400.00	\$ 9,400.00	1	\$ 9,400.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 57.00	\$ 39,900.00	610	\$ 34,770.00	\$ (5,130.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 4,400.00	\$ 26,400.00	6	\$ 26,400.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,000.00	\$ 6,000.00	6	\$ 6,000.00	\$ -
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-10		\$ 89,040.00	\$ (5,830.00)
Exploratory Boring EB-11 (Ward)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	697	\$ 29,274.00	\$ (126.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	6	\$ 34,800.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	6	\$ 6,600.00	\$ -
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-11		\$ 92,444.00	\$ (826.00)
Exploratory Boring EB-12 (Fordyce)								
1	Site Mobilization/Demobilization	LS	1	\$ 9,300.00	\$ 9,300.00	1	\$ 9,300.00	\$ -
2	Temporary Surface Casing	EA	1	\$ 3,870.00	\$ 3,870.00	1	\$ 3,870.00	\$ -
3	Drill Exploratory Boring	LF	700	\$ 42.00	\$ 29,400.00	600	\$ 25,200.00	\$ (4,200.00)
4	Geophysical Logging Suite	EA	1	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00	\$ -
5	Packer Testing	EA	6	\$ 5,800.00	\$ 34,800.00	6	\$ 34,800.00	\$ -
6	Water Quality Sampling and Analysis	EA	6	\$ 1,100.00	\$ 6,600.00	6	\$ 6,600.00	\$ -
7	Borehole Conditioning and Security	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ -
8	Standby Time	HR	2	\$ 350.00	\$ 700.00	0	\$ -	\$ (700.00)
					Total Cost EB-12		\$ 88,370.00	\$ (4,900.00)



CH2MHILL

February 16, 2010

180557

Jim Speck, PE
Capital Projects Engineer
City of Norman
Utilities Department
201 West Gray, Building C
Norman, OK 73069

Subject: **City of Norman - Phase 2 Wellfield Development Project**
Stewart Brothers Drilling
Change Order No. 1

Dear Mr. Speck:

We have inspected the Phase 2 Wellfield Development Project and find the same accomplished to the best of our knowledge according to the approved plans and specifications and Change Order No. 1. A final inspection was completed on December 10, 2009. I do hereby approve the above referenced project as complete.

Sincerely,

CH2M HILL

Mark A. Mulder, P.E.
Project Manager

Project Completion.docx



The City of
NORMAN

INVOICE TO:
City of Norman
P W - UTILITIES DIRECTOR
201-C WEST GRAY STREET
NORMAN, OK 73069

P.O. #: 161608

DATE: 06/30/08

CHANGE #:

DATE CHG: 08/06/

VENDOR #
9815

STEWART BROTHERS DRILLING CO
P O BOX 2067
MILAN, NM 87021

SHIP TO:
City of Norman
P W - UTILITIES DIRECTOR
201-C WEST GRAY STREET
NORMAN, OK 73069

DELIVER BY: 06/30/08

SHIP VIA:
BEST WAY

F.O.B.
DESTINATION

TERMS
NET

CONFIRM BY

FREIGHT

ACCOUNT NO.
SEE BELOW

REQUISITIONED BY

REQ. NO.

REQ. DATE

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * CHANGE ORDER * * *****		
1	305460.00	DOL	EB1/WELL #50	1.0000	305460.00
2	292260.00	DOL	EB2/WELL #51	1.0000	292260.00
3	266660.00	DOL	EB3/WELL #52	1.0000	266660.00
4	266660.00	DOL	EB4/WELL #53	1.0000	266660.00
5	266660.00	DOL	EB5/WELL #54	1.0000	266660.00
6	266660.00	DOL	EB6/WELL #55	1.0000	266660.00
7	116940.00	DOL	MONITOR WELLS	1.0000	116940.00
8	96670.00	DOL	EB13/WELL #62	1.0000	96670.00
9	272860.00	DOL	EB7/WELL #56	1.0000	272860.00
10	266660.00	DOL	EB8/WELL #57	1.0000	266660.00
11	266660.00	DOL	EB9/WELL #58	1.0000	266660.00
12	268260.00	DOL	EB10/WELL #59	1.0000	268260.00
13	266660.00	DOL	EB11/WELL #60	1.0000	266660.00
14	292260.00	DOL	EB12/WELL #61	1.0000	292260.00
15	96670.00	DOL	EB14/WELL #63	1.0000	96670.00
16	116940.00	DOL	MONITOR WELLS	1.0000	116940.00
				SUB-TOTAL	3724940.00
				TOTAL	3724940.00

Change Order No. 1 to Contract K-0708-135
Contingent on NUA approval 3-9-10

- 779215.00
2945725.00
- 2798438.75
147286.25

Less payments made to date
Final payment due

11. ITEM: CONTRACT NO. K-0910-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA TO PROVIDE LANDSCAPING, IRRIGATION, AND MAINTENANCE TO THE CITY OF NORMAN RIGHTS-OF-WAY IN CONNECTION WITH THE LINDSEY STREET WIDENING PROJECT.

INFORMATION: The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum, contract, landscape plan, schematics, and location map are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-142 with the University of Oklahoma; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____



office memorandum

DATE: February 3, 2010
TO: Honorable Mayor and City Councilmembers
FROM: Leah Messner, Assistant City Attorney *JMS*
SUBJECT: East Lindsey Street Landscaping Agreement with the University of Oklahoma

BACKGROUND:

The City of Norman, in conjunction with the Oklahoma Department of Transportation is constructing the Lindsey Street Widening Project (“Project”). The voters of the City of Norman approved the Project on March 29, 2005 authorizing bond financing for the Project with an estimated cost of \$1,610,341 to improve traffic flow in the area. The Project area extends from the railroad tracks to the east to the intersection of Lindsey Street and Jenkins Avenue to the west. The University of Oklahoma has expressed an interest in installing enhanced landscaping within the Project area as it serves as the east entrance onto the University campus. Landscaping will be the final step in the Project, and it is not expected to be completed until 2012.

DISCUSSION:

In order for the University of Oklahoma to landscape within the right of way of the Project area, an Agreement between the City of Norman and the University of Oklahoma has been drafted. This Agreement is mutually beneficial to both parties. The University of Oklahoma, in the Agreement, has committed to provide all labor, materials, and supplies, at their cost, to install landscaping and irrigation systems within the Project area. In addition, OU has agreed to assume all future maintenance of the landscaping, and they will irrigate the area using their greywater system. In return, the City of Norman will provide a PVC sleeve system for OU to use for its irrigation system, and the City will install street and pedestrian lighting. The street and pedestrian lighting was previously included in the scope of work and estimated cost for the Project.

The proposed Agreement includes drawings done by OU landscaper Allen King that detail the University’s plans for the median and roadside landscaping. Those designs, while not identical, are similar to one of the concepts originally proposed by the City of Norman’s consultant and that were presented at the City Council Study Session on May 15, 2007. Mr. King’s designs mirror current landscaping throughout the OU campus. In addition, the proposed designs exceed the requirements of City of Norman zoning criteria.

RECOMMENDATION:

Staff recommends approval of the attached Landscaping Agreement because the City of Norman will benefit from the enhanced landscaping within the Project area provided and maintained by the University of Oklahoma.

Attachment: Lindsey Street Landscaping Agreement

To: Mayor and City Council
Re: Lindsey Street Landscaping
February 3, 2010
Page 2 of 2

Reviewed By: Jeff Bryant, City Attorney *JAB*
Lonnie Ferguson, Capital Projects Engineer *LF*
Angelo Lombardo, Traffic Engineer *AL*
Bob Hanger, City Engineer *BH*
Shawn O'Leary, Director of Public Works *SO*
Steve Lewis, City Manager *SL*

LANDSCAPING AGREEMENT
BETWEEN THE CITY OF NORMAN AND THE UNIVERSITY OF OKLAHOMA

This Agreement, is made and entered into this ____ day of _____ 2010 by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as “City” and the University of Oklahoma, hereinafter referred to as “University”.

Whereas City, in conjunction with the Oklahoma Department of Transportation, is constructing the Lindsey Street Widening Project, hereinafter referred to as “Project”; and

Whereas voters of the City of Norman approved the Project on March 29, 2005 authorizing bond financing for the Project with an estimated cost of \$1,610,341 to improve traffic flow in the area; and

Whereas the University desires to enhance the landscaping of the Project area, at their cost, in order to beautify the University of Oklahoma as the Project location serves as the east entrance into the University campus; and

Whereas the City and the University have collaborated on the Project to meet their respective goals.

Now therefore, in consideration of the mutual covenants and agreements imposed herein, the following terms and conditions are agreed to by City and University:

1. Landscaping Design:

The University will landscape the Project area in accordance with the attached landscaping design that is hereby incorporated by reference.

2. Services, labor, and materials to be provided:

The University will provide all labor, materials, and supplies, at their cost, to install landscaping and irrigation systems for the Lindsey Street Widening Project. The University will utilize materials as detailed in the attached landscaping plan.

The City agrees to provide and install street and pedestrian lighting within the Project area. The City also agrees to install a PVC sleeve system during construction of the Project in order that University can run an irrigation system through said sleeve system.

3. Landscape Maintenance:

The University agrees to assume all future maintenance of the landscaping installed within the Project Area at its own expense.

4. Records and Reports:

University shall maintain records documenting the nature and quantities of both labor and materials required to complete this Agreement. University will make all required records available for inspection by City for monitoring purposes.

5. Liability and Indemnification:

In the conduct of work under this Agreement, City and University are acting in the capacity of independent contractors, and neither party shall by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work performed under this Agreement.

6. Limitations of Responsibility:

City shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions in connection with landscaping of the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to City, to fulfill contractual responsibilities to University or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assignable to City.

7. Termination:

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

8. Delay of Performance:

Neither City nor University shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party for purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or University under this Agreement.

9. Communications:

Any communications required by this Agreement shall be made in writing to the addresses specified below:

Shawn O'Leary
Lonnie Ferguson
201 W. Grey
Norman, OK 73069

Byron Millsap
Evans Hall
660 Parrington Oval
University of Oklahoma
Norman, OK 73019

10. Waiver:

A waiver by either City or University of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

11. Severability:

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall, in no way, affect the validity of enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of the Agreement be determined void.

12. Integration:

This Agreement and the attached landscaping design represent the entire and integrated Agreement between City and University. It supersedes all prior and contemporaneous communications, representations, and agreements relating to the subject matter of this Agreement.

13. Successors and Assigns:

City and University each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all provisions of this Agreement.

14. Third Party Rights:

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and University.

THE UNIVERSITY OF OKLAHOMA

ATTEST:

Chris Purcell, Executive Secretary, Board of Regents

APPROVED as to form and legality this _____ day of February, 2010.

University of Oklahoma Legal Counsel

THE CITY OF NORMAN, OKLAHOMA

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this 3rd day of February, 2010.

Jean B. Messner
CITY ATTORNEY

Lindsey Street Median Landscape Plan

The following is a detailed summary of a proposed landscaping plan for the medians of the Lindsey Street widening project. This landscape plan was designed to be very formal in appearance, with maintenance being kept to a minimum, and with the consideration of employee safety kept in mind.

Medians – The median shown on the plan is the west median or the smaller of the two medians. The median to the east, or the larger median, will have four planting areas instead of three and a few more trees than shown in the plan. The medians will also be irrigated using pop-up spray heads designed to not over spray the area.

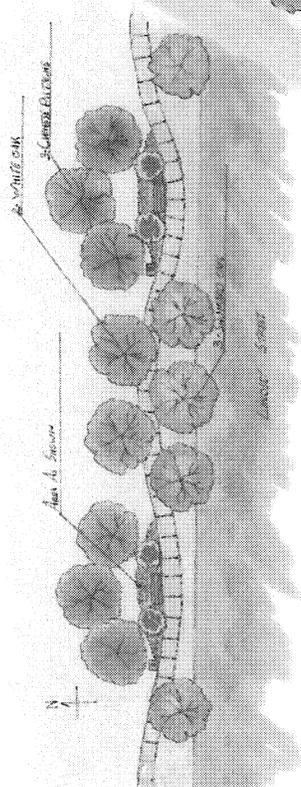
Trees – The trees that have been selected for this plan are Chinese Pistache. They're great street trees and have proven to be very durable in the urban landscape. This tree is also very heat, drought, and poor soil tolerant. The Chinese pistache also proved to be very influential in ice resistance during the 2007 ice storm. These trees have a medium growth rate and the fall colors are an added bonus with colors of red, yellow, and orange. At maturity the tree reaches 40 – 50 ft. tall and occasionally as wide.

Turf – Turf of choice in this project is "Zoysia". Zoysia is a thick, hardy grass that not only chokes out weeds, but requires less mowing, watering, and fertilizing once established. It's not as aggressive as common "Bermuda" grass which will enable us to keep maintenance costs down.

Planting Areas – The planting areas will consist of "Home Run" roses, "Bay Breeze" Indian hawthorn, mulch, and will be bordered in "Blue Hackett" stone. The hawthorns are evergreen and will provide year round interest in the landscape. The roses are very deep red in color, very disease and mildew resistant, and are prolific bloomers from spring until first freeze. The stone used in the border is grey to bluish in color and will last forever. From the ground level up this beds will be approximately 4 ½ feet tall and will be very classy looking in appearance.

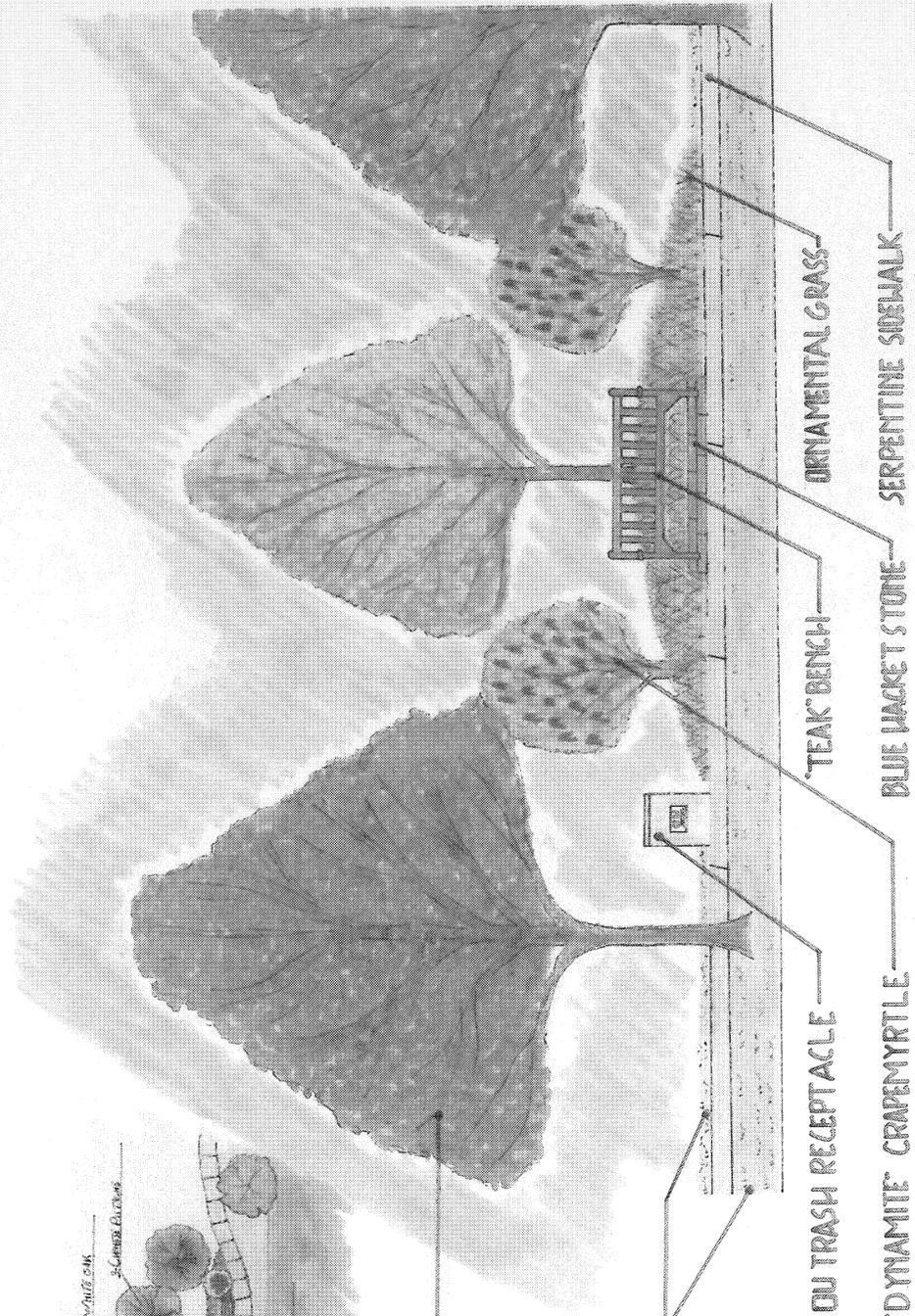
Overall – This landscape design will be very formal, classy, and designed to keep labor and maintenance costs to a minimum.

OVERHEAD VIEW



SHUMARD OAKS TO LINE STREET

TURF GRASS



DU TRASH RECEPTACLE

"DYNAMITE" CRAPENMYRTLE

"TEAK" BENCH

BLUE JACKET STONE

ORNAMENTAL GRASS

SERPENTINE SIDEWALK

Lindsey Street Median Landscape Plan

The following is a detailed landscape plan for the median of Lindsey Street. The plan was designed to be very formal in appearance, with maintenance by the City employees (see Appendix 2).

Medians: The median shown on the plan is 16' wide, with a 4' wide median on the south side of the two medians. The median on the east, or the larger median, will have a non-planting area instead of trees and a few more trees. (See drawing in the next section.) The plan also shows a drainage ditch on the east side of the median.

Trees: The trees that have been selected for this plan are Chinese Pistache, Bay Breeze, Indian Hawthorn, and Blue Hackett Stone. They are great street trees and have proven to be very durable in the south. The Chinese Pistache also provides the best shade and fruit and is the most drought-tolerant. The trees have a nice growth rate and the Blue Hackett Stone has a nice canopy. It is 50 ft tall and exceptionally wide.

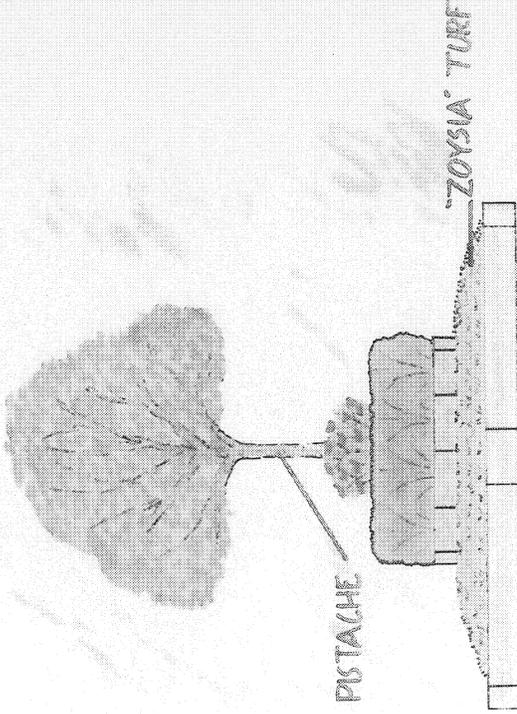
Turf: Turf for this project is Zoysia. Zoysia is a thick, hardy grass that not only looks great, but it requires less mowing, water, and fertilizers. It is also very durable and can be used as a ground cover in areas that will be eroded. It is not as aggressive as common Bermuda grass, which will be able to keep transplants from coming down.

Planting Areas: The planting areas will consist of "Planting Bed", "Bay Breeze", "Indian Hawthorn", and "Blue Hackett Stone". The "Planting Bed" is the area where the trees are planted. The "Bay Breeze" and "Indian Hawthorn" are evergreen trees and will provide year-round interest in the landscape. The "Blue Hackett Stone" is a deciduous tree that will provide shade and interest in the landscape. The trees are planted in a row, with the "Blue Hackett Stone" trees on the outside and the "Bay Breeze" and "Indian Hawthorn" trees in the middle. The ground level of the beds will be approximately 4" to 6" below the curb.

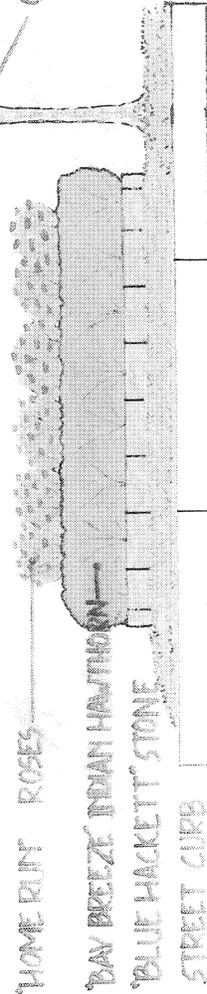
Overall: The landscape design will be very formal, easy, and designed to keep the area looking great for many years.

LINDSEY STREET MEDIANS

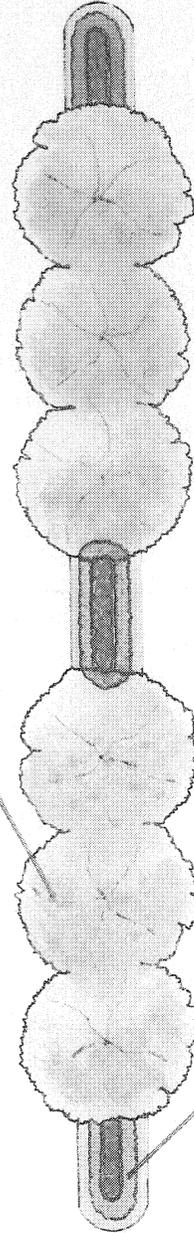
FRONT VIEW



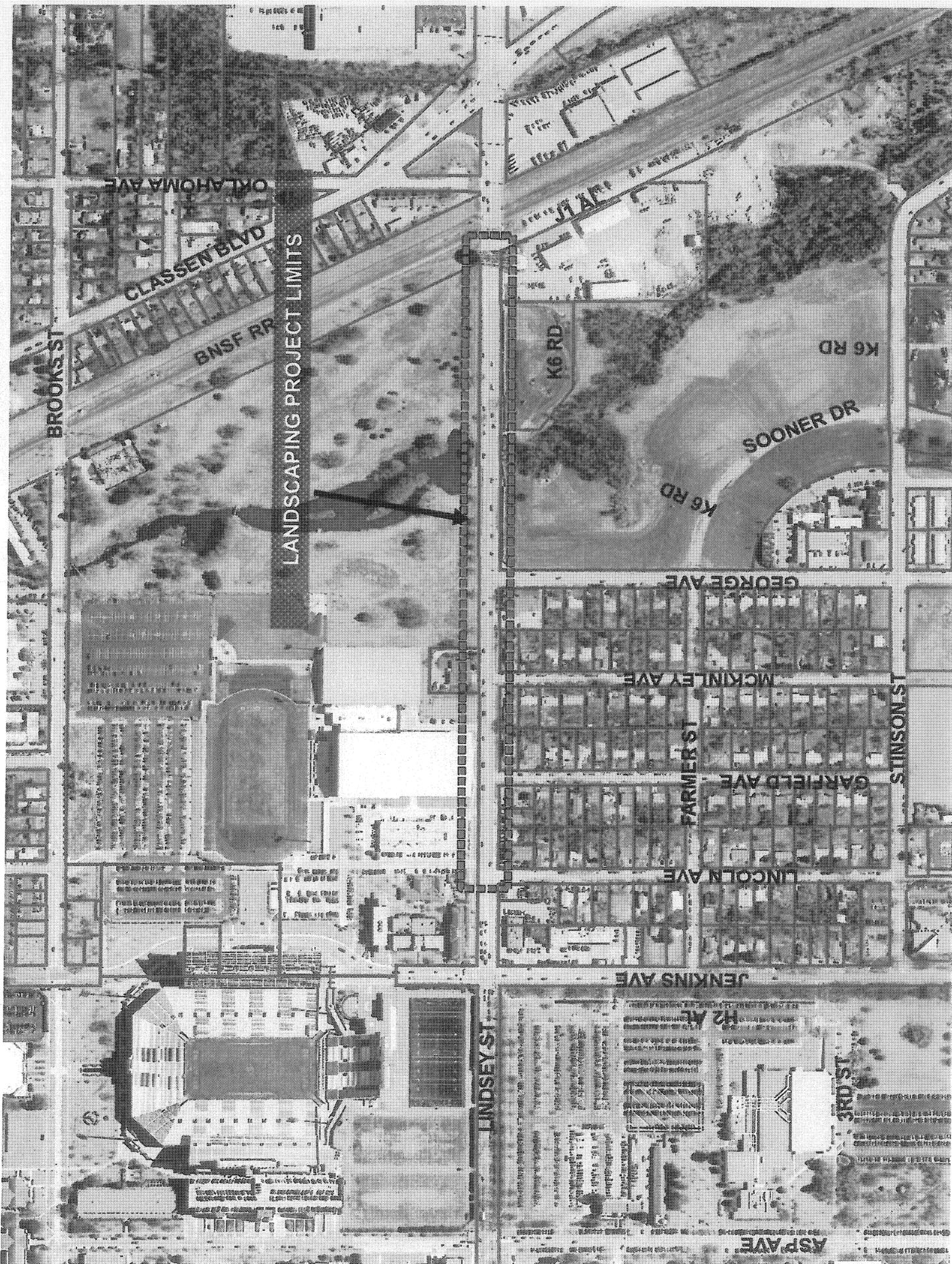
SIDE VIEW



3-CHINESE PISTACHE



PLANTING BED



LANDSCAPING PROJECT LIMITS

12. ITEM: CONTRACT NO. K-0910-145: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLOORING CONCEPTS, INC., IN THE AMOUNT OF \$32,774 FOR THE SOONER THEATRE CARPET REPLACEMENT PROJECT AND RESOLUTION NO. R-0910-97.

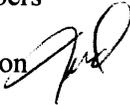
INFORMATION: Section 8-204 of the Code of the City of Norman authorizes the City Council to waive competitive bidding for the purchase of supplies, materials, equipment, or contractual services whose cost in a single transaction does not exceed the minimum amount defined in the "Public Competitive Bidding Act of 1974" as set forth in 61 O.S. §102, currently set at \$50,000. Section 8-203 requires City Council approval of all contracts for, or purchases of supplies, equipment, and contractual services where the value exceeds \$25,000. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract and Resolution No. R-0910-97 granting tax-exempt status. Copies of an advisory memorandum, contract, warranty, resolution, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-145 with Flooring Concepts, Inc., in the amount of \$32,774; and, if approved, authorize the execution thereof and adopt Resolution No. R-0910-97.

ACTION TAKEN: _____



office memorandum

Date: 19 February, 2010
To: Honorable Mayor and City Council Members
From: Jud Foster, Director of Parks and Recreation 
Subject: Agenda Item - Approval of quotations for the Sooner Theatre Carpet Replacement Project for the Parks and Recreation Department

Agenda Item - Approval of Contract Number K-0910-145 for the Sooner Theatre Carpet Replacement Project for the Parks and Recreation Department

Agenda Item – Approval of Resolution Number R-0910- 97 Authorizing and Appointing Flooring Concepts, Inc. as Project Agent for the Sooner Theatre Carpet Replacement Project

BACKGROUND: During the FYE 2010 Capital Budget process, City Council approved funding for several facility maintenance projects for the Parks and Recreation Department. One such project was the Sooner Theatre Improvements Project, which included replacing the carpet throughout the theatre with new material.

A committee of city staff, theatre board members and theatre staff met several times with carpet manufacturer representatives to select a style for the new material. Once that was done, staff began meeting carpet installers to receive quotes on the work.

The final scope of work will include a combination of large patterned carpet panels in the lobby, mezzanine, business office and director's office, surrounded by a complimentary patterned field of carpet that will cover the lobby stairs, main house seating aisles, front of house and balcony area. The floor in the Sweet Shop area will be switched from carpet to tile, for ease of cleaning; and the back stage steps will be re-covered with a more durable carpet than was originally used there.

Funding for the project was approved in the amount of \$36,000. This included funding for both the carpet replacement and for minor repairs to the marquee roof over the box office in front of the theatre. The repairs to the roof are being addressed separate from this item, and will be completed for a cost less than a thousand dollars.

DISCUSSION: During January, park planning staff met with three carpet contractors, all of whom received a scope of work that included installation instructions from Shaw® Carpet Manufacturers and a sample of the exact carpet selected by the committee. All three contractors completed the bid form included in their scope of work information. The lowest and best quotation was received from Flooring Concepts in the amount of \$32,774. At this dollar amount, the project requires Council approval, but does not require the sealed bid process which became effective on February 14, 2009.

A Lifetime warranty for the carpet will be provided by Shaw® (attached), once the carpet has been installed according to the specifications provided and as inspected by the local Shaw® representative. The contractor will also provide their standard one year warranty on the installation labor, as indicated on their quotation documents.

Agenda Item –Sooner Theatre Carpet
Replacement Project
Page two

Staff recommends that the contract be awarded to Flooring Concepts, Inc., in the amount of \$32,774, as the lowest and best bidder to meet specifications.

RECOMMENDATION NO.1: It is recommended that City Council approve the quotation from Flooring Concepts, Inc. for the Sooner Theatre Carpet Replacement Project for the Parks and Recreation Department.

SOONER THEATRE CARPET REPLACEMENT PROJECT

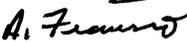
Award to:	Flooring Concepts, Inc.
Award amount:	\$32,774
Account:	Maintenance of Existing Facilities; Westwood (#050-9677-419.61-01)
Project Number:	EF0128
Estimated Budget:	\$36,000

RECOMMENDATION NO.2: It is further recommended upon approval of the project cost quotation, that Contract Number K-0910-145 be approved.

RECOMMENDATION NO.3: It is further recommended upon approval of Contract Number 0910-145 that Flooring Concepts, Inc. be authorized and appointed as project agents for the Sooner Theatre Carpet Replacement Project by Resolution Number R-0910-97.

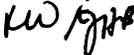
JHB

Reviewed by: Steve Lewis, City Manager 

Reviewed by: Anthony Francisco, Director of Finance 

Reviewed by: Clint Mercer, Chief Accountant 

Reviewed by: Fred Duke, Procurement Analyst 

Reviewed by: Jeff Bryant, City Attorney 

**Tabulation of Quotes
Parks and Recreation Department
Norman, Oklahoma
February 19, 2010**

The following is a tabulation of quotes received by the City of Norman for the Sooner Theatre Carpet Replacement Project. Funding for this project is available in Project No. EF0128, Sooner Theater Improvement Project, Construction, Account No. 050-9677-419.61-01.

<u>Contractor</u>	<u>Quote Price</u>
Flooring Concepts, Inc.	\$32,774
David's Carpet and Tile, Inc.	\$34,259
Commercial Floors of Oklahoma	\$41,281

RECOMMENDATION: That the project be awarded to Flooring Concepts, Inc., in the amount of \$32,774 with the lowest and best quote to meet specifications.

City of Norman



Jud Foster
Director of Parks and Recreation

Contract # K-0910-145**CONTRACT**

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between Flooring Concepts, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given as required by law, and has received proposals for the furnishing of all labor and materials for the following project:

SOONER THEATRE CARPET REPLACEMENT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: Thirty Two Thousand Seven Hundred and Seventy Four Dollars (\$ 32,774.00);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner at his/her own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Specifications and Provisions and thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the

Contract # K-0910-145

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as (s)he may request to aid him/her as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by him/her in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 3 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 90 calendar days.

The instructions to bidders and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.

Contract # K-0910-145

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 23rd day of February, 2010.

CORPORATE SEAL

Flooring Concepts, Inc.
Company Name

ATTEST: [Signature]
Corporate Secretary

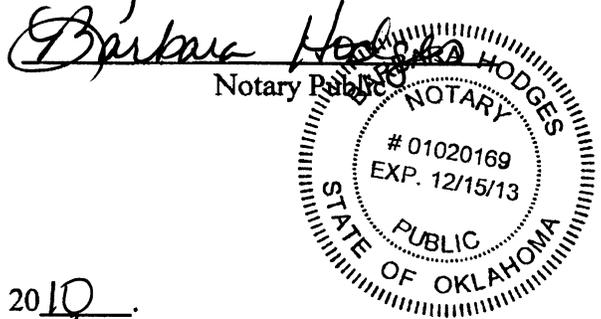
BY [Signature]
VICE President

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Diane Davis, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

[Signature]
VICE President

Subscribed and sworn to before me this 23rd day of February, 2010.



My Commission Expires: 12-15-2013
Commission Number: 01020169

CITY OF NORMAN

Approved as to form and legality this 23 day of February, 2010.

[Signature]
City Attorney

Approved by the City Council this _____ day of _____, 20____.

ATTEST:

Mayor

City Clerk

Flooring Concepts, Inc.

14901 Metro Plaza Blvd
Edmond, OK 73013-1869
Phone: (405) 513-8530
Fax: (405) 513-6515

February 23, 2010

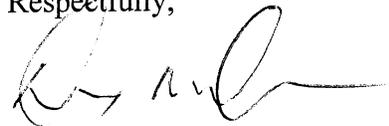
City of Norman
Parks & Recreation
PO Box 370
Norman, OK 73070

RE: Sooner Theatre
Flooring Material's - Warranty Letter

To Whom It May Concern:

The flooring material's are covered under the manufacturer's warranty and the installation warranty is for one (1) year from date of completion.

Respectfully,



Diane Davis
Vice President

lifetime limited warranty

ECO SOLUTION Q® SD NYLON – LIFETIME COMMERCIAL LIMITED WARRANTY

The following is the Commercial Lifetime Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for Eco Solution Q Premium Branded Solution Dyed Nylon.

This warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Hospitality Group's installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Hospitality Group's maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Lifetime Warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice.

Installation guidelines and specifications along with the carpet care recommendations can be obtained from your dealer or from Shaw Hospitality Group at 888-448-7878 or on-line at www.shawhospitalitygroup.com.

LIFETIME COMMERCIAL LIMITED WARRANTY:

Fiber – Abrasive Wear

Shaw Hospitality Group warrants that carpet using Eco Solution Q SD nylon will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing, and normal appearance changes in high traffic areas.

Fiber – Static Protection

Shaw Hospitality Group warrants that carpet using Eco Solution Q SD nylon will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

Fiber – Stain Warranty

Shaw Hospitality Group warrants that carpet made exclusively with 100% Eco Solution Q SD nylon, will resist permanent stains caused by spills of all acid base substances.

Fiber – Colorfastness to Light and Atmospheric Contaminants Warranty

Shaw Hospitality Group warrants that carpet utilizing Eco Solution Q SD nylon, when installed and maintained as recommended by Shaw Hospitality Group for indoor use only, will not display a significant change in color due to exposure to light or exposure to atmospheric contaminants (ozone or oxides of nitrogen) for the warranty period.

WHAT TO DO IF ANY OF THE ABOVE PROBLEMS OCCUR AND YOU NEED WARRANTY SERVICE:

You (the original purchaser) should notify the authorized Shaw Dealer and /or your Shaw Hospitality Group representative and submit in writing, the following:

- a valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase
- a detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem

Submit to www.shawonline.com or Shaw Industries - Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw Industries will designate a representative to inspect the carpet containing Eco Solution Q nylon and evaluate the warranty claim.

WHAT SHAW WILL DO SHOULD YOU NEED WARRANTY SERVICE:

lifetime limited warranty

ECO SOLUTION Q® SD NYLON – LIFETIME COMMERCIAL LIMITED WARRANTY

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

During the first two years, Shaw will pay the reasonable costs for freight and labor. Thereafter, these costs, including those costs incurred for the moving of equipment, furnishings, partitions and the like, that have been installed over the Shaw Hospitality Group product will be at the consumer's expense.

WHAT CONDITIONS APPLY TO SHAW INDUSTRIES ECO SOLUTION Q SD NYLON LIFETIME COMMERCIAL LIMITED WARRANTY:

1. This warranty specifically excludes general soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet.
2. This warranty specifically excludes carpet which has been surface treated with materials not recommended by Shaw Hospitality Group or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by Shaw Hospitality Group.
3. In order to make a claim under this guarantee, the owner must have attempted to remove the stain within (3) three working days after occurrence of the spill using cleaning procedures as recommended by Shaw Hospitality Group and must notify Shaw Hospitality Group immediately if stain removal is not successful.
4. In addition, the owner must permit a Shaw Hospitality Group representative access to the installed carpet in

order to attempt to remove the stain. If, under testing and analysis performed by Shaw Hospitality Group, and subject to other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 8 under the AATCC 175 Stain Resistance of Pile Yarn Floor Covering Test, Shaw Hospitality Group will pay for the attempted removal of the removal of the stain by the Shaw Hospitality Group representative and replace the original carpet in the affected area, up to 100 times the size of the stain, free of charge, including installation.

5. No charges for floor preparation or for movement or replacement of equipment, furnishings, partitions, etc., will be allowed. If the stain is removed as warranted, all stain removal costs will be the responsibility of the owner.

PLEASE NOTE – This limited warranty is valid only in North America and Canada. The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Resolution

R-0910-97

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING FLOORING CONCEPTS, INC., AS PROJECT AGENT FOR THE SOONER THEATRE CARPET REPLACEMENT PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Flooring Concepts, Inc., for the Sooner Theatre Carpet Replacement Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Flooring Concepts, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Flooring Concepts, Inc., to purchase materials which are in fact used for the Sooner Theatre Carpet Replacement Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Flooring Concepts, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

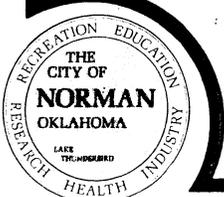
- § 4. That the City of Norman, Oklahoma, on the 9th day of March, 2010, did appoint Flooring Concepts, Inc., who is involved with the Sooner Theatre Carpet Replacement Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Sooner Theatre Carpet Replacement Project.

PASSED AND ADOPTED THIS 9th day of March, 2010.

Mayor

ATTEST:

City Clerk



PURCHASE REQUISITION NBR: 0000168477

REQUISITION BY: TERRY-FOSTER
SHIP TO LOCATION: PARKS AND RECREATION
STATUS: DIVISION APPROVAL
REASON: SOONER THEATRE CARPET REPLACEMENT PROJECT
SUGGESTED VENDOR: FLOORING CONCEPTS, INC.
DATE: 3/03/10
DELIVER BY DATE: 3/03/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SOONER THEATRE CARPET REPLACE, CONTRACT #K-0910-145 CONTRACT#K-0910-145, ACCT#050-9677-419.6101 EF0128 COMMODITY: FLOOR COVERING, FLOOR COV SUBCOMMOD: CARPET AND RUG MILLS	32774.00	EA	1.0000	32774.00	COUNCIL: 3/9/10

REQUISITION TOTAL: 32774.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	05096774196101	EF0128	32774.00
	Capital Projects	Sooner Theatre Imp	
	Construction		
		%	100.00
			32774.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

W9 EMAILED TO FLOORING CONCEPTS 3-3-2010

13. ITEM: CONTRACT NO. K-0910-146: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KELLI GASTON TO PERFORM A HISTORIC SURVEY OF DOWNTOWN NORMAN AS PART OF THE STATE HISTORIC PRESERVATION OFFICE'S CERTIFIED LOCAL GOVERNMENTS PROGRAM FOR OKLAHOMA.

INFORMATION: City Council, in its meeting of September 22, 2009, approved Contract No. K-0910-67 with the Oklahoma State Preservation Office (SHPO) for the City of Norman's 2009-2010 participation in the Certified Local Governments (CLG) Program for Oklahoma. Designation as a CLG City includes recognition of Norman historic preservation efforts on both state and national levels and entitles the City to apply for a portion of the education/outreach funds set aside by SHPO out of each year's budget. Funding may be used for surveys that document historic resources, public information materials, historic research, commission and staff training, public outreach, and education programs. This contract included \$10,000 to hire a professional historic preservationist to undertake an intensive level architectural/historic survey of 25 blocks of downtown Norman. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum, contract, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-146 with Kelli Gaston; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____



office memorandum

Date: February 26, 2010

To: The Honorable Mayor Cindy Rosenthal and Councilmembers

From: Susan Owen Atkinson, Historic Preservation Officer

Subject: Agenda Item – Approval of Contract No. K-0910-146 with Kelli E. Gaston to perform an Intensive Level Architectural/Historical Survey of Downtown Norman as part of the State Historic Preservation Office's Certified Local Governments Program for Oklahoma.

Background: On September 22, 2009, Council approved Contract K-0910-67 with the Oklahoma State Historic Preservation Office (SHPO) for the City of Norman's 2009-2010 participation in the Certified Local Governments (CLG) Program for Oklahoma. This approved CLG contract included \$10,000 to hire a professional historic preservationist to undertake an intensive-level architectural/historic survey of 25 blocks of Downtown Norman.

The CLG Program requires a 60/40 in-kind match formula. In 2009-2010, the City will be reimbursed \$13,000 in CLG funds, documenting a minimum of \$8,666.67 in in-kind matching funds. The \$8,666.67 in matching funds are derived by in-kind contributions of staff time and by the annual \$2,200 (account #010-4080-419.40-03 Consultant, GF) contribution from the City of Norman General Fund.

Discussion: Designation as a CLG City includes recognition of Norman's historic preservation efforts on both state and national levels and entitles the City to apply for a portion of the education/outreach funds set aside by the SHPO out of each year's budget. Funding may be used for surveys that document historic resources, public information materials, historic research, commission and staff training, public outreach and education programs. In this survey project the \$10,000 consultant's fee will be paid entirely by the CLG program reimbursement grant. The City's portion of the required match will be derived from the in-kind contribution of staff time.

This Intensive Level Historic Survey of Downtown Norman will determine if a larger area is eligible for the National Register of Historic Places. Currently just the 100 and 200-blocks of East Main are listed on the National Register. When these two blocks were listed in 1978, most Downtown buildings did not yet meet the 50-year-old eligibility threshold for listing. In the 32 years since, many Downtown Norman blocks are now old enough to meet the age requirement and still retain a fair amount of their original historic character.

Listing on the National Register has no real downsides, costs property owners nothing, and places no limits on the use, alteration, or even demolition of private property unless federal funding is being used to do the work. National Register listing does however mean that commercial properties become eligible to apply for Historic Rehabilitation Tax Credits, 20% federal and 20% state. This is a substantial incentive to investors who are considering the rehabilitation of a historic commercial building. The first step toward National Register eligibility is the completion of an intensive level historic survey. This would be followed by a formal nomination process by the City of Norman which could be undertaken using future CLG grants.

It is important to note that the designation of a National Register Historic District is not the same thing as the designation of a local district. Norman's two locally designated historic districts, Miller and Chautauqua, fall under the purview of the Historic District Ordinance (*Norman Zoning Ordinance* Section 429.3-HD.) Changes to properties in these two locally designated districts are reviewed by the Historic District Commission using Norman's *Historic Preservation Guidelines*. Designation as a National Register Historic District has no local design review requirement. Norman has two other National Register Historic Districts: the DeBarr Historic District (bounded roughly by Boyd, DeBarr, Duffy and the ATSF tracks) and the New Deal Resources District (the WPA-era resources at Andrews Park), as well as 14 individually listed buildings.

The City of Norman issued a Request for Proposals in January 2010 for professional historic preservationists to undertake this survey. Mrs. Gaston, of Moore, Oklahoma, was the lowest bidder. The work will begin in March and conclude in September 2010.

Recommendation: Staff has reviewed the attached contract with Kelli E. Gaston, and recommends that the Council approve the contract in the amount of \$10,000. Budgeted funds are available in the following accounts for payment of contract.

#022-4046-464.40-09 Consultant, Other	\$ 6,800
#010-4080-419-40-03 Consultants	\$ 2,200
#021-4062-463-40-03 Consultants	\$ 1,000

Reviewed by Steve Lewis, City Manager 

Reviewed by Jeff Bryant, City Attorney 

Reviewed by Anthony Francisco, Director of Finance 

Reviewed by Clint Mercer, Chief Accountant 

Reviewed by Susan F. Connors, Director of Planning & Community Development 

Reviewed by Linda R. Price, Revitalization Manager 

INTENSIVE LEVEL ARCHITECTURAL/HISTORICAL SURVEY OF DOWNTOWN NORMAN

This is a contract between the City of Norman (hereinafter called the **Sponsor**), whose staff wishes to have prepared an Intensive Level Architectural/Historic Survey of roughly 25 blocks of Downtown Norman, and Kelli E. Gaston, a professional historic preservationist and qualified preparer of historical surveys (hereinafter called the **Consultant**) to undertake an **Intensive Level Architectural/Historic Survey** in accordance with the standards (hereinafter called the **Standards**) of documentation established by of the National Park Service and the State Historic Preservation Office of Oklahoma (hereinafter called the **SHPO**).

PROJECT ACTIVITY

The Consultant agrees to complete an Intensive Level Architectural/Historic Survey of roughly 25 blocks of Downtown Norman in accordance with the provisions below. To insure the usefulness of the survey results as a cultural resources management planning tool, the basic objectives of the project are:

1. To identify, record, photograph, and evaluate through intensive level survey those individual properties and potential districts in the project area that, on the basis of age and integrity, meet the eligibility criteria for listing in the National Register of Historic Places and to substantiate such assessments.
2. To identify, record, and photograph those individual properties and potential districts in the project area that, on the basis of age and integrity, warrant further study to determine eligibility for listing in the National Register of Historic Places and to substantiate such assessments.
3. To identify and characterize those portions of project area which, on the basis of insufficient age or integrity, warrant no further study to exclude them from consideration for nomination to the National Register of Historic Places and substantiate such assessments.
4. To identify and annotate all reference materials necessary for completing National Register nominations of properties and districts located in the study area.

A. Documentation of Properties. The project requires the following level of documentation and project submissions:

1. Within the survey area all individual properties regardless of age or condition will be minimally recorded and photographed. Minimum recording includes completion of the Historic Preservation Resource Identification Form and two (2) elevation photographs of the property. Additional photographs may be necessary for larger or more complex resources.
2. The project shall be conducted in accordance with the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation and guidelines for intensive level surveys set forth in

Architectural/Historic Resource Survey: A Field Guide, available for download from <http://www.okhistory.org/shpo/architsurveys.htm>.

B. Project Submissions. The following forms of documentation are required:

1. **Identification Forms.** The Consultant will produce two original copies of each completed computer generated survey form for the City of Norman, as detailed below, including two separate files for each property: a copy for the City of Norman to keep and a copy that will be provided to the OK/SHPO according to Standards. Survey forms will be computer generated.
2. **Photographs.** Consultant will produce photo documentation for each property for which a survey form is completed according to Standards.
3. **Maps.** Professional quality maps will be prepared to document the findings of the architectural/historic survey and will be incorporated into the Project Report (see below) according to Standards. The boundaries of the survey area.
4. **Project Report.** Following completion of the survey, the Consultant will prepare a written report according to Standards.

PROJECT SCHEDULE

The Consultant agrees to submit the final survey report to Client on or before September 29, 2010.

PAYMENT SCHEDULE

The Sponsor agrees to pay the Consultant \$10,000 for the work according to this schedule:

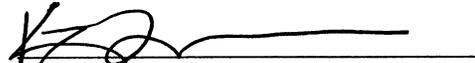
- 1/3 project fee by April 30, 2010 (upon completion of field work/survey forms)
- 1/3 project fee by July 31, 2010 (upon completion of draft survey report)
- Remainder of project fee by October 31, 2010 at project completion

SIGNATURES

Kelli E. Gaston,
Consultant

Date

Approved as to form and legality this 1st day of March, 2010



City Attorney

Approved by the City Council this _____ day of _____, 2010

Mayor, City of Norman

ATTEST:

City Clerk

INTENSIVE LEVEL ARCHITECTURAL/HISTORICAL SURVEY OF DOWNTOWN NORMAN

This is a contract between the City of Norman (hereinafter called the **Sponsor**), whose staff wishes to have prepared an Intensive Level Architectural/Historic Survey of roughly 25 blocks of Downtown Norman, and **Kelli E. Gaston**, a professional historic preservationist and qualified preparer of historical surveys (hereinafter called the **Consultant**) to undertake an **Intensive Level Architectural/Historic Survey** in accordance with the standards (hereinafter called the **Standards**) of documentation established by of the National Park Service and the State Historic Preservation Office of Oklahoma (hereinafter called the **SHPO**).

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1. To identify, record, photograph, and evaluate through intensive level survey those individual properties and potential districts in the project area that, on the basis of age and integrity, meet the eligibility criteria for listing in the National Register of Historic Places and to substantiate such assessments.
2. To identify, record, and photograph those individual properties and potential districts in the project area that, on the basis of age and integrity, warrant further study to determine eligibility for listing in the National Register of Historic Places and to substantiate such assessments.
3. To identify and characterize those portions of project area which, on the basis of insufficient age or integrity, warrant no further study to exclude them from consideration for nomination to the National Register of Historic Places and substantiate such assessments.
4. To identify and annotate all reference materials necessary for completing National Register nominations of properties and districts located in the study area.

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1. Within the survey area all individual properties regardless of age or condition will be minimally recorded and photographed. Minimum recording includes completion of the Historic Preservation Resource Identification Form and two (2) elevation photographs of the property. Additional photographs may be necessary for larger or more complex resources.
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4. **Project Report.** Following completion of the survey, the Consultant will prepare a written report according to Standards.

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PAYMENT SCHEDULE

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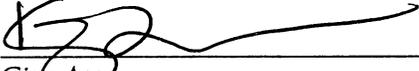
- 1/3 project fee by April 30, 2010 (upon completion of field work/survey forms)
- 1/3 project fee by July 31, 2010 (upon completion of draft survey report)
- Remainder of project fee by October 31, 2010 at project completion

SIGNATURES

Kelli E. Gaston,
Consultant

Date

Approved as to form and legality this 18th day of March, 2010



City Attorney

Approved by the City Council this _____ day of _____, 2010

Mayor, City of Norman

ATTEST:

City Clerk

PURCHASE REQUISITION NBR: 0000168209

STATUS: BUYER PROCESSING
REASON: DOWNTOWN SURVEY
DATE: 2/24/10

REQUISITION BY: JMCART

SUGGESTED VENDOR: KELLI GASTON
DELIVER BY DATE: 2/24/10

SHIP TO LOCATION: COMMUNITY DEVELOPMENT

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1	DOWNTOWN SURVEY COMMODITY: CONSULTING SERVICES SUBCOMM: CONSULTING SERVICES (NOT	6800.00	DOL	1.0000	6800.00	
2	DOWNTOWN SURVEY COMMODITY: CONSULTING SERVICES SUBCOMM: CONSULTING SERVICES (NOT	2200.00	DOL	1.0000	2200.00	
3	DOWNTOWN SURVEY COMMODITY: CONSULTING SERVICES SUBCOMM: CONSULTING SERVICES (NOT	1000.00	DOL	1.0000	1000.00	

REQUISITION TOTAL: 10000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	02240464644009	Professional Services	100.00	6800.00
2	01040804194003	Consultant - Other	100.00	2200.00
3	02140624634003	Consultant-Planning/Devel	100.00	1000.00
				10000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

14. ITEM: CONTRACT NO. K-0910-148: AN ACCESS AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND THEIR AUTHORIZED AGENT, JACOBS PROPERTY MANAGEMENT COMPANY, TO CONSTRUCT AMERICAN WITH DISABILITY ACT (ADA) IMPROVEMENTS TO THE SANTA FE DEPOT PLATFORM FOR AMTRAK PASSENGERS FUNDED THROUGH THE AMERICAN REINVESTMENT AND RECOVERY ACT (ARRA).

INFORMATION: The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum, contract, location map, site plan, and letter from Jacobs Property Management Company are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-148 with National Railroad Passenger Corporation (AMTRAK) and their authorized agent, Jacobs Property Management Company; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____



office memorandum

Date: 2 March, 2010
To: Honorable Mayor and City Council Members
From: Jud Foster, Director of Parks and Recreation *Jud*
Subject: Agenda Item – Approval of Agreement between the City of Norman
And Jacobs Project Management Company on Behalf of Amtrak
To Allow Access to the Santa Fe Depot

BACKGROUND: During the 2009 calendar year, a national project was fully funded through the American Reinvestment and Recovery Act (ARRA) to make improvements to Amtrak Stations and properties throughout the country. The Norman Santa Fe Depot was identified by Amtrak as a site for a project to add a new wheelchair lift and enclosure and to make modifications to the fencing at the site to better accommodate handicap passengers.

Funding for the projects will be fully provided by the ARRA. In order to perform the work, the Amtrak has hired Jacobs Project Management Company (Jacobs) to oversee the work at each site. At the current time, the City of Norman owns the Depot building, and the Performing Arts Studio has the current lease on the facility to operate their non-profit organization in the building.

DISCUSSION: In November, 2009, park planning staff was contacted by a representative from Jacobs to notify the City of Norman that a contract would be let in early 2010 for construction of the proposed Amtrak projects. On March 2, 2010, staff received the attached letter and Access Agreement which proposes to grant Jacobs and their chosen contractors to enter the site and perform the construction as planned by Amtrak. Jacobs has requested that the Agreement be returned to them within 10 days of receipt of the document. Construction contract award date is March 11, 2010; and the Norman project is scheduled to occur between May 21 and July 12, 2010.

The proposed project will not involve the interior of the building, nor any off-site work. The work plan will be coordinated by Jacobs and their construction contractor to be performed in cooperation with Amtrak and their schedule, as they are working on behalf of Amtrak. The work is not expected to interfere with any City of Norman or Performing Arts Studio events at the site.

Staff recommends that the Agreement be executed and notification be sent to Jacobs that they will be permitted to access the property and carry out the work as described in their attached documents.

RECOMMENDATION: It is recommended that City Council approve the agreement with Jacobs Project Management Company on behalf of Amtrak to allow access to the Santa Fe Depot platform in order to perform the work planned as part of the American Reinvestment and Recovery Act.

JHB

Reviewed by: Steve Lewis, City Manager *SL*
Reviewed by: Jeff Bryant, City Attorney *JHB*

ACCESS AGREEMENT

This Agreement dated this ____ day of _____, 2010 (the "Agreement") is made by and between National Railroad Passenger Corporation ("Amtrak"), and City of Norman ("Owner").

WHEREAS, Owner owns certain real property located at Norman, OK (the "Property");
and

WHEREAS, Amtrak and Owner have an agreement for leasehold interests on the Property; and

WHEREAS, Amtrak desires to construct certain improvements to the Property based on ARRA funding Amtrak has received ("the "Improvements") and

WHEREAS, Amtrak in order to perform the Improvements is requesting Owner for a license to permit Amtrak's Program Manager, Jacobs Project Management Co. ("Jacobs"), its contractor and its representatives, servants, employees, contractors, and other agents to enter upon the Property in order to perform the work detailed in the proposed scope of services, attached hereto as Attachment 1 (the "Work"), as well as any restoration of the Property in accordance with this Agreement (the "Restoration").

NOW THEREFORE, for a good and valuable consideration, the adequacy of which is hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. Grant of Consent.

Owner, on behalf of itself and its successors and assigns, hereby grants to Jacobs and its agents a license to enter upon and use the Property subject to the terms and conditions set forth herein.

Owner specifically gives Jacobs and its agents a license to perform the following Improvements on the Property:

- New wheelchair lift and enclosure
- Modifications to metal fence to accommodate enclosure

2. Duration and Termination of Access.

2.1 Jacobs shall have the right to enter upon, use and occupy the Property solely for the purpose of performing the Work and Restoration, as set forth in this Agreement. Such right of entry shall commence on May 21, 2010 the effective date (the "Effective Date") and continue until the Work and all Restoration is completed July 12, 2010, at which time the right of entry shall expire (the "Expiration Date").

2.2 However, if the Work is not completed by the Expiration Date the right of entry shall be extended forty-five (45) calendar days after the Expiration Date of this Agreement, then Contractor's right to enter the Property for the purpose of performing the Work shall expire on that date (the "Extended Expiration Date"). Jacobs shall, within 7 calendar days of the Expiration Date or the Extended Expiration Date, commence Restoration of the Property in accordance with Article 4 of this Agreement. A request to postpone the Expiration Date any further than the Extended Expiration Date shall be accompanied by revised proposed scope of services.

2.3 It is expressly agreed that the rights and benefits conferred upon Owner in accordance with this Agreement, including, but not limited to the provisions of Articles 4 and 5 of this Agreement, shall survive the expiration or termination of this agreement by any party.

3. Access and Assistance.

3.1 The license granted by this Agreement and the access to the Property shall:

- (a) be restricted to the locations necessary for Jacobs to perform the Work and Restoration including, but not limited to the locations shown on Exhibit A and the areas around and adjacent to such locations as Jacobs and its agents deem reasonably necessary for ingress, egress, placement of and use of installation, of equipment (to be provided), vehicles and materials generated by the Work;
- (b) be contingent upon full satisfaction of the Notice requirements set forth in this Agreement;
- (c) be undertaken without interference or disturbance to the normal business operations of Owner and all other lawful occupants of the Property; and
- (d) be undertaken so that the Work and Restoration shall be performed in a safe and workmanlike manner and in accordance with applicable laws and regulations.

3.2 Upon the request of Amtrak, Owner or its authorized representative shall promptly execute any and all documents required under federal, state or local law or regulations relating to the Work on the Property.

3.3 Owner agrees to provide Jacobs and its agents with all reasonably available information in its possession or the possession of its representatives regarding the location of underground utility lines and subsurface obstructions and infrastructure at the Property to assist Jacobs and its agents and to provide all such information to Jacobs and its agents prior to such time as Jacobs shall be required to determine such locations.

3.4 Owner shall have the right to have its respective representatives present, at Owner's own cost, during the performance of the Work and Restoration.

4. Completion of Work and Restoration.

4.1 Following the completion of the Work, Amtrak shall at its sole cost and expense cause Jacobs to repair and restore any part of the Property that has been disrupted, damaged or destroyed by Jacobs's activities to its reasonable condition at the commencement of the Agreement.

5. Indemnification.

Amtrak agrees to defend, indemnify and hold harmless Owner from and against all losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) that Owner may incur after the date of this Agreement, caused by or arising out of: (a) the negligent acts or omissions of Jacobs or its agents related to the entry of Jacobs or its agents on the Property or the performance of the Work; (b) any other activity negligently conducted by Jacobs or its agents.

6. Notice.

Amtrak has authorized Jacobs to provide to Owner at least seven (7) calendar days' advance written notice of all anticipated access events. Notice shall be transmitted via facsimile and regular mail to the following addresses:

Mr. James Briggs
Park Planner
City of Norman
201 Gray Street
Norman, OK 73069
james.briggs@normanok.gov

with copy to:

6.1 The written notice provided to Owner by Jacobs under Article 6 shall also include the following:

- (a) the date and time that Jacobs and/or its agents seek to commence entry upon the Property and the anticipated duration of the entry;
- (b) maps indicating the exact location of any Work;
- (c) copies of certificates of insurance naming Owner as an additional named insured for the coverages listed in Article 9 of this Agreement.

7. Governing Law.

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Oklahoma.

8. Entire Agreement / Amendment.

This document, together with the documents attached hereto and any other documents executed in connection therewith or pursuant hereto, constitutes the entire agreement between Owner and Amtrak, and shall not be amended, modified or supplemented without the express written agreement of the parties hereto at the time of such amendment, modification or supplement.

To the extent that the provisions of this Agreement conflicts with any other Agreement between Owner and Amtrak for this Property this Agreement controls.

9. Insurance.

Prior to and at all times after initially entering upon the Property for any purpose Amtrak shall cause, Jacobs and its agents at their sole expense to maintain a General Liability Policy in the amount of \$1M per occurrence and in the aggregate and a Professional Liability Policy of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate. Jacobs shall, in accordance with the Notice provisions of this Agreement, provide Owner with a certificate naming Owner as

additional named insureds on the General Liability Policy. Jacobs and its agents further agree to maintain and keep in effect, or cause to be maintained and kept in effect, without expense to Owner, adequate worker's compensation insurance to cover all workers and others engaged in the Work and Restoration. Any policies or certificates of insurance required under the provisions of this Agreement must contain an endorsement that not less than thirty (30) days' prior written notice be given to Owner prior to cancellation or reduction of coverage or amount of such policy.

10. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective affiliates, heirs, administrators, successors, executors, designees and permitted assigns.

11. Legal Authority.

11.1 Amtrak represents and warrants that the undersigned is authorized by Amtrak to execute and deliver this Agreement and to undertake and perform their obligations hereunder; and that this Agreement is a valid, binding and enforceable obligation of Amtrak.

11.2 Owner represents and warrants that the undersigned is authorized by Owner to execute and deliver this Agreement and to undertake and perform their obligations hereunder; and that this Agreement is a valid, binding and enforceable obligation of Owner.

12. No Admissions.

It is expressly agreed by the parties that neither the entry into this Agreement, the undertakings by Jacobs and its agents, nor compliance with any environmental or other legal requirement by the parties to this Agreement shall be deemed to be, nor shall it be construed as, an admission of any liability or responsibility for conditions existing on the Property which may

be encountered during the activities undertaken by Jacobs and its agents. Further, entry into this Agreement and the Agreement itself may not be offered as evidence for any purpose except to enforce the terms of the Agreement.

13. No Waiver.

The entry into this Agreement by either of the parties is not intended to be, nor shall be construed as, a waiver or release of any rights or remedies or defenses any of the parties may have against each other or any other entity or person not a party to this Agreement, and the parties hereby specifically and expressly reserve any and all rights and remedies at law or in equity and defenses that they may have against each other and/or against any other entity or person not a party to this Agreement.

National Railroad Passenger Corporation

Signed: _____

Dated:

Name: _____

City of Norman

Signed: _____

Dated:

Name: _____

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY Y. B. WILSON DATE 2/3/10

ATTEST:

City Clerk



Two Ash Street
Three Tower Bridge
Conshohocken, Pennsylvania 19428 USA
1.610.238.1000 Fax 1.610.238.1100

February 24, 2010

City of Norman
201 Gray Street
Norman OK 73069

Attn: Mr. James Briggs
Park Planner

**Subject: Norman, OK Station; Contract No. 1029
Amtrak Proposed Improvements
American Reinvestment and Recovery Act (ARRA)**

Dear Mr. Briggs:

National Railroad Passenger Corporation ("Amtrak") recently informed you of their intention to make improvements at Stations and properties throughout the country. Norman, OK has been identified for improvement work that will be fully funded through the American Reinvestment and Recovery Act ("ARRA") funding provided by Amtrak.

Jacobs Project Management Co. ("Jacobs"), as Program Manager, is under contract with Amtrak to manage the ARRA Program across the nation. As identified by Amtrak and its engineers, the planned improvement work for your station includes:

- New wheelchair lift and enclosure
- Modifications to metal fence to accommodate enclosure

The specified work will be carried out by a contractor awarded a contract by Jacobs for Norman, OK.

The planned Contract Award Date is March 11, 2010.

The planned Construction is expected to commence May 21, 2010 thru July 12, 2010 .

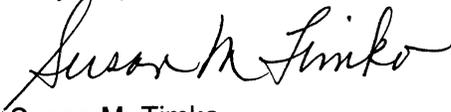
You, no doubt, appreciate that the ARRA funding has many conditions including a requirement to have the work completed before February 2011. This necessitates an extremely fast and challenging program to ensure all the funding available to Amtrak is wisely invested. What Jacobs seeks from you, to enable us to keep to the program schedule, is permission for us and the contractors (yet to be appointed) to access your property and carry out the planned improvements.

Attached to this letter you will find an Access Agreement that grants permission to Jacobs and its designated contractors to access the property and carry out the work (Exhibit A). Your consent as expressed in the Attached Agreement will allow the work to be carried out as scheduled. The attached drawing shows the limits of the planned work (Exhibit A, Attachment 1).

As we are due to award the contract to the successful contractor on March 11, 2010, this means that we will need to have this signed Agreement in place prior to the date of the Contract Award. We kindly ask that you sign and return the attached Agreement (Exhibit A) within 10 days of receipt of this request.

If you have any questions please do not hesitate to contact Charles Wynne, Project Specialist, at 610.238.1288 or charles.wynne@jacobs.com.

Very truly yours,



Susan M. Timko
Asset Manager
AMTRAK ARRA Program Management Team

cc:

Amtrak – Nancy Sowa, Legal
Jacobs – Contract No. 1029

Contract 1029 AAgmt Letter.DOC

15. ITEM: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$75,260.60 REGARDING WILLIAM A. DUFF VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2008-13049 A.

INFORMATION: The City Attorney recommends that the City comply with the Workers' Compensation Court Order in the amount of \$75,260.60. If approved, the Order will 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., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Certifying the Order to the property tax rolls will reimburse the City's Workers' Compensation Fund over the next three years. Copies of an advisory memorandum, Court Order, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$75,260.60 which will constitute judgment against the City of Norman.

ACTION TAKEN: _____



TO: The Honorable Mayor and Councilmembers

THROUGH: Jeff Harley Bryant, City Attorney

FROM: R. Blaine Nice, Assistant City Attorney

DATE: February 18, 2010

SUBJECT: AGENDA ITEM – Court Order in Workers’ Comp Case *William A. Duff v. City of Norman*; WCC 2008-13049 A

BACKGROUND:

William A. Duff was a refuse container repairer with the Commercial Sanitation Division of the Utilities Department. He filed workers’ compensation claim WCC 2008-13049 A on November 4, 2008 alleging a right shoulder injury on September 15, 2008. In addition, work-related depression was also claimed. Mr. Duff reached maximum medical improvement on November 24, 2009.

The case proceeded through the normal litigation process and a trial was held on February 12, 2010. The Court Order is being presented to City Council at this time. It is recommended that this Order be accepted.

DISCUSSION:

Mr. Duff, a refuse container repairer with the Commercial Sanitation Division of the Sanitation Department, was hired on October 20, 1971. He sustained a work-related injury on or about September 15, 2008 while prying on a compactor with a crowbar which gave way causing injury to his right shoulder and arm.

Nature of Claim. Mr. Duff was initially seen at Concentra on September 15, 2008. An MRI was performed on September 19, 2008. Upon review of the MRI results, he was referred to Oklahoma Sport and Orthopedics Institute for consultation. Mr. Duff was examined by Dr. Ted Boehm on October 10, 2009 who referred him to Dr. Richard Kirkpatrick for a surgical consult.

Dr. Kirkpatrick performed right shoulder arthroscopy with subacromial decompression, distal clavicle excision and labral debridement on November 5, 2008. On June 2, 2009, Dr. Kirkpatrick indicated permanent work restrictions which included no work above shoulder level, no pushing/pulling over 50 pounds and no lifting or carrying over 25 pounds.

Mr. Duff continued to have issues with pain in his shoulder. He was seen by Donald Manchester, D.C., beginning the latter part of November 2008 and continuing through June 2009, receiving aggressive physiotherapy, chiropractic therapy, and acupuncture. During the course of his treatment, he made some improvement.

office memorandum

On July 14, 2009, Mr. Duff filed for a change of treating physician. Pursuant to the Workers' Compensation Statutes, a claimant is entitled to request a change of physician. On September 10, 2009, Mr. Duff was seen by Dr. David W. Bobb at the Orthopaedic and Sports Medicine Center. An MRI revealed mild residual inflammation but no further rotator cuff or labral tear. Mr. Duff received an injection and a short course of physical therapy. Dr. Bobb released Mr. Duff to return to work on October 13, 2009, indicating that he should have no permanent restrictions.

In addition to his physical injuries, Mr. Duff has alleged psychological issues related to his injury and the affect it had on his ability to perform his job and his daily life. Mr. Duff was treated by Dr. Raymond M. Fuchs, Ph.D. regarding Mr. Duff's psychological health. He continues treatment with Dr. Fuchs. Ultimately, Mr. Duff retired rather than return to work.

On December 1, 2009, Mr. Duff was evaluated by Dr. Hugh G. McClure for a permanent partial disability rating to the right shoulder and for depression. Dr. McClure opined 46% PPD rating to the right shoulder which equates to \$66,470, and 25% rating for psychological overlay which equates to \$36,125, or a total maximum exposure of \$102,595. On January 22, 2010, Mr. Duff was seen by Dr. LeRoy Young who opined 6% PPD rating to the right shoulder and 0% psychological overlay which equates to \$8,670, the minimum exposure.

Issues for Trial. The only issues for trial were the nature and extent of permanent partial disability to the right shoulder and whether Mr. Duff's alleged psychological overlay was compensable. These are determined by the trial judge based on the claimant's testimony and expert medical evidence. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented. The fact that the claimant was a thirty-eight year employee was a significant fact in this case.

Court Award. The case was heard by the Workers' Compensation Court on February 12, 2010. The following are the pertinent parts of the Award:

Temporary Total Disability as set out in Paragraph No. 4 as follows:

THAT as a result of said injury, claimant was temporarily totally disabled from SEPTEMBER 15, 2008 TO OCTOBER 10, 2008; NOVEMBER 5, 2008 TO APRIL 13, 2009; JUNE 2, 2009 TO DECEMBER 1, 2009; for which time claimant is entitled to compensation for 52 weeks and 4 days in the total amount of \$30,465.60.

Permanent Partial Disability as set out in Paragraph No. 5 as follows:

THAT as a result of said injury, claimant sustained 23 percent permanent partial disability to the RIGHT SHOULDER objection medical evidence/anatomical abnormality, surgery and 8 percent permanent partial disability resulting in PSYCHOLOGICAL OVERLAY (depression), for which claimant is entitled to compensation for 155 weeks at \$289.00 per week, or the total amount of \$44,795.00 of which 10 weeks have accrued and shall be paid in a lump sum of \$2,890.00.

As can be noted in Paragraph No. 5 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rate over a period of time. Mr. Duff's weekly wage rate is \$289.

Continuing Medical Maintenance as set out in Paragraph No. 8, as follows:

THAT the respondent shall provide claimant with reasonable and necessary continuing medical maintenance for prescription medications with Dr. Travis Pendarvis; and psychological counseling for the purpose of maintaining claimant's PSYCHOLOGICAL condition by Dr. Raymond Fuchs, Ph.D pursuant to the guidelines of the Physician's Advisory Committee until further order of the Court. The Court reserves the right to modify or terminate this benefit upon application of either party. The psychological counseling shall be reviewed in ninety (90) days.

Commutation as set out in Paragraph No. 10, as follows:

THAT claimant is in arrears on his home mortgage and it would be to the best interest of claimant that 25% or \$11,198.75 of the award entered in this case be commuted to a lump sum.

Payment as set out in Paragraph No. 11, as follows:

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of \$33,355.60 and 25% or \$11,198.75 and pay the balance of said award at the rate of \$289.00 per week until the total award of \$75,260.60 (less attorney fee) has been paid to claimant.

The Award:

PPD Award - 23% to the right shoulder	\$33,235.00
PPD Award - 8% for psychological overlay	<u>\$11,560.00</u>
TOTAL PPD AWARD	\$44,795.00
TOTAL TTD AWARD	<u>\$30,465.60</u>
TOTAL AWARD	\$75,260.60
Previously Paid TTD	<u>-\$16,156.02</u>
TOTAL AMENDED AWARD	<u>\$59,104.58</u>

In complying with the Order, payment to Mr. Duff and his attorney is as follows:

<u>PPD:</u>		\$44,795.00
Accrued 10 weeks @ \$289/week (per Order)	\$ 2,890.00	
Add'l 5 weeks City Council/Finance Processing	\$ 1,445.00	
Commuted 25% of PPD Award	\$11,198.75	
Attorney's Fee (20%)	<u>\$ 8,959.00</u>	
Total PPD Lump Sum:		- \$24,492.75

Balance of PPD Award – Weekly Payments/\$289		<u>\$20,302.25</u>
--	--	--------------------

<u>TTD:</u>		\$30,465.60
TTD Award (52 weeks 4 days)	\$30,465.60	
Less TTD previously paid		<u>-\$16,156.02</u>
Total Lump Sum to Claimant & Attorney (Includes 10 % Attorney Fee)		<u>\$14,309.58</u>

PPD Lump Sum:	\$24,492.75
TTD Lump Sum:	<u>\$14,309.58</u>
Total Lump Sum to Claimant & Attorney	<u>\$38,802.33</u>

The balance of the PPD Award, \$20,302.25, will be paid weekly at \$289/week until paid, with the first payment to begin on or about March 22, 2010, and the last payment on or about July 25, 2011.

Also, as noted in Paragraphs No. 12& 13 of the Order, the City will incur additional costs and fees as follows:

Workers' Compensation Administration Fund Tax	\$ 895.90
Special Occupational Health & Safety Fund Tax	\$ 335.96
Fling Fee (Workers' Comp Court)	\$ 75.00.

In addition, the filing fee for Cleveland County District Court to place this Order on the tax rolls is:

Filing Fee (District Court)	\$ 119.30
Total costs and fees to the City of Norman	\$ 1,426.16.

The total cost of this Award to the City would be \$60,530.74.

It should be noted that the total cost of the Award set out in the Order is \$75,260.60. Because \$16,156.02 in TTD payments were previously made, the amended total Court Award is \$59,104.58. As stated above, the balance of the Award, \$20,302.25 will be paid in weekly payments until paid in full.

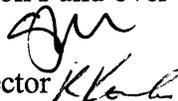
RECOMMENDATION:

The primary issues tried on February 12, 2010, were the extent of PPD to Mr. Duff's right arm and shoulder and the compensability of psychological overlay. The Order equated to less than one-third of the difference in the doctors' opinions and was within the range of the medical evidence provided at trial. Therefore, it is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined above. The Order 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. § 2b, 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.

Reviewed by: Steve Lewis, City Manager

Ken Komiske, Utilities Director



cc: Ellen Usry, Deputy City Clerk

- 4 -

THAT as a result of said injury, claimant was temporarily totally disabled from SEPTEMBER 15, 2008 TO OCTOBER 10, 2008; NOVEMBER 5, 2008 TO APRIL 13, 2009; JUNE 2, 2009 TO DECEMBER 1, 2009; for which time claimant is entitled to compensation for 52 weeks and 4 days in the total amount of \$30,465.60.

- 5 -

THAT as a result of said injury, claimant sustained 23 percent permanent partial disability to the RIGHT SHOULDER objection medical evidence / anatomical abnormality, surgery and 8 percent permanent partial disability resulting in PSYCHOLOGICAL OVERLAY (depression), for which claimant is entitled to compensation for 155 weeks at \$289.00 per week, or the total amount of \$44,795.00 of which 10 weeks have accrued and shall be paid in a lump sum of \$2,890.00.

-6-

THAT the respondent's DAUBERT objection to the opinions expressed in the deposition of Dr. McClure regarding psychological overlay is overruled. Dr. McClure testified that he has training in psychiatry and continuing education in psychological issues. The respondent did not offer any evidence to contradict or question Dr. McClure's qualifications. Dr. McClure used the scientific technique of the Zung Depression Test which was not challenged as unreliable. Dr. McClure's report referenced the reports of Dr. Raymond M. Fuchs, Ph.D., a psychologist who has evaluated and treated the claimant and his records were admitted as Claimant's Exhibit 2. Dr. Fuchs and Dr. McClure arrived at the same conclusions that the claimant suffers from Axis I (296.2).

-7-

THAT the claimant's request for continuing medical is DENIED in the form of acupuncture.

-8-

THAT the respondent shall provide the claimant with reasonable and necessary continuing medical maintenance for prescription medications with Dr. Travis Pendarvis; and psychological counseling for the purpose of maintaining claimant's PSYCHOLOGICAL condition by Dr. Raymond Fuchs, Ph.D pursuant to the guidelines of the Physician's Advisory Committee until further order of the Court. The Court reserves the right to modify or terminate this benefit upon application of either party. The psychological counseling shall be reviewed in ninety (90) days.

- 9 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 10 -

THAT claimant is in arrears on his home mortgage and it would be to the best interest of claimant that 25% or \$11,198.75 of the award entered in this case be commuted to a lump sum.

- 11 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of \$33,355.60 and 25% or \$11,198.75 and pay the balance of said award at the rate of \$289.00 per week until the total award of \$75,260.60 (less attorney fee) has been paid to claimant.

- 12 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$335.96, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$895.90 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 13 -

THAT pursuant to Title 85 O.S. Section 93, a filing fee of seventy-five dollars (\$75.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator unless a filing fee was previously paid, within twenty (20) days from the date this order becomes final.

- 14 -

THAT the sum of \$12,005.56 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ *Kent Eldridge*

CLARENCE KENT ELDRIDGE, JUDGE

../TSamples

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: HEATHER LEHMAN
C/O RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: BLAINE NICE
C/O REBECCA R FRAZIER
ASSISTANT CITY ATTORNEY
P O BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Robert J. Sharp



Court Clerk
February 22, 2010

PURCHASE REQUISITION NBR: 0000168295

REQUISITION BY: DJOHNSON
STATUS: DIVISION APPROVAL
REASON: WORKERS COMP COURT ORDER
DATE: 2/26/10
SUGGESTED VENDOR: WILLIAM A. DUFF & RICHARD BELL
DELIVER BY DATE: 3/01/10

SHIP TO LOCATION: LEGAL DEPARTMENT

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS COMP COURT ORDER DUFF V. CON; 2008-13049A; CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10. SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	38802.3300	38802.33	

REQUISITION TOTAL: 38802.33

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01022304152131 Other Salary Orders/Settlements		38802.33

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:
CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10. MAKE CHECK PAYABLE TO WILLIAM A. DUFF AND MICHAEL BELL. SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000168296

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 2/26/10
REASON: WORKERS COMP ADMIN TAX FEE
SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION DELIVER BY DATE: 3/01/10

1 WORKERS COMP ADMIN TAX 1.00 EA 895.9000 ✓ 895.90 2267

DUFF V. CON; 2008-13049A; CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10; SEPARATE CHECK, RETURN CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMM: WORKER'S COMPENSATION

REQUISITION TOTAL: 895.90

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152133	Other Salary Administration Fund	100.00	895.90
				895.90

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10; SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000168297

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 2/26/10
REASON: WORKERS COMP SPECIAL OCCU & HEALTH TAX
SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN DELIVER BY DATE: 3/01/10

SHIP TO LOCATION: LEGAL DEPARTMENT
LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER
1 WORKERS COMP SPECIAL OCCU & HEALTH TAX 1.00 EA 335.9600 335.96 1950
CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10; SEPARATE CHECK; RETURN CHECK TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 335.96

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152135	Other Salary Spec Occ Health & Safety	100.00	335.96

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10; SEPARATE CHECK; RETURN CHECK TO LEGAL

PURCHASE REQUISITION NBR: 0000168298

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 2/26/10
REASON: WORKERS COMP FILING FEE SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT DELIVER BY DATE: 3/01/10
SHIP TO LOCATION: LEGAL DEPARTMENT

1 WORKERS COMP FILING FEE 1.00 EA 75.0000 ✓ 75.00 2268

DUFF V. CON; 2008-13049A; CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10; SEPARATE CHECK; RETURN CHECK TO LEGAL.

COMMODITY: INSURANCE, ALL TYPES
SUBCOMM: WORKER'S COMPENSATION

REQUISITION TOTAL: 75.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024154704	Miscellaneous Services Other Filing Fees	100.00	75.00
				75.00

REQUISITION COMMENTS:

CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10; SEPARATE CHECK; RETURN CHECK TO LEGAL,

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000168299

REQUISITION BY: DJOHNSON
SHIP TO LOCATION: LEGAL DEPARTMENT
STATUS: DIVISION APPROVAL
REASON: WORKERS COMP CLEVELAND COUNTY COURT FILING FEE
SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK
DATE: 2/26/10
DELIVER BY DATE: 3/01/10

1 WORKERS COMP CLEVELAND COUNTY FILING FEE ✓
DUFF V. CON; 2008-13049A; CONTINGENT UPON COUNCIL
APPROVAL ON 3-9-10; SEPARATE CHECK; RETURN CHECK T
O LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 119.30

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154703	Miscellaneous Services District Court Filing fee	119.30
		%	100.00
			119.30

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT UPON COUNCIL APPROVAL ON 3-9-10; SEPARATE CHECK RETURN CHECK TO LEGAL.

16. ITEM: CONSIDERATION OF A RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF CHRISTINE STEVENS AND BOBBY STEVENS VS. MATTHEW ALAN LARY, CITY OF NORMAN, OKLAHOMA, AND BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLEVELAND, CLEVELAND COUNTY DISTRICT COURT CASE NO. CJ-2006-1781 L, IN THE AMOUNT OF \$12,500.

INFORMATION: The above-described City Attorney's recommendation is submitted for City Council's consideration. If approved, the settlement amount of \$12,500 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., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Copies of an advisory memorandum and the lawsuit are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize the City Attorney's Office to effectuate the settlement in the amount of \$12,500.

ACTION TAKEN: _____



office memorandum

Date: February 24, 2010
To: Honorable Mayor and Councilmembers
From: Jeanne Snider, Assistant City Attorney *JS*
Leah Messner, Assistant City Attorney *LM*
Through: Jeff Harley Bryant, City Attorney *JHB*
Subject: Agenda Item – *Stevens v. City of Norman, CJ-2006-1781 L*

BACKGROUND:

Stevens v. Lary, City of Norman, and the Board of County Commissioners for Cleveland County, Case No. CJ-2006-1781 L was filed on November 11, 2006 in Cleveland County District Court. The negligence claim alleged in this case arises out of injuries alleged to have been caused when Defendant Matthew Lary ran a stop sign at the intersection of 36th Avenue SE and Cedar Lane Road. The negligence claim against the City of Norman is that the City failed to adequately maintain the intersection resulting in overgrowth that obstructed Mr. Lary's view of the stop sign. A settlement offer of \$12,500 has been made in the case. The points of litigation and the proposed settlement were discussed by City Council in an Executive Session on February 23, 2010. In accordance with that discussion, this item is being presented to City Council for consideration at this time.

DISCUSSION:

Christine Stevens was the victim of an unfortunate vehicular collision. While driving east on Cedar Lane Road on October 14, 2006, Stevens' vehicle was struck by the vehicle driven by Mr. Lary as she entered the intersection of 36th Avenue SE and Cedar Lane Road. Mr. Lary was traveling southbound on 36th Avenue SE when he failed to see the stop sign controlling traffic traveling southbound. Mrs. Stevens' vehicle overturned and came to rest in the ditch at the southeast corner of the intersection as a result of the impact.

The intersection of 36th Avenue SE and Cedar Lane Road is within the city limits of Norman, Oklahoma. The intersection is part of the rural area of the City of Norman, and it is surrounded by property zoned agricultural. The natural condition of the intersection is hilly—the northbound, southbound, and westbound lanes of traffic travel downhill to reach the intersection. Mr. Lary testified in his deposition that he failed to see the stop sign because of the overgrowth of trees and bushes as he approached the intersection. Officer Cary Bryant of the Norman Police Department responded to the scene of the accident and performed an investigation. In his investigation he found the stop sign to be visible at a distance of 15 yards. He ultimately cited Mr. Lary for failing to stop at the stop sign.

Mrs. Stevens was taken by ambulance to Norman Regional Hospital where she was treated for strains and sprains of her neck, back, and left side as well as poison ivy and airbag burns. She also received a course of physical therapy as a result of the accident. Her medical bills total \$15,911.77.

The tentative settlement agreement in *Stevens* contemplates a payment by the City of the settlement amount of \$12,500 without an admission of liability and for the sole purpose of effectuating settlement. The parties shall bear their own costs and attorneys fees. The merits of the settlement proposal were discussed in Executive Session.

RECOMMENDATION

It is believed the proposed settlement is fair, reasonable and in the best interest of the City. It is recommended the settlement of this matter be approved by City Council and that this office be directed to reduce the settlement amount to judgment in accordance with 51 O.S. §159 and 62 O.S. §362. The settlement amount will then be placed on the property tax rolls for collection over the next three years. This procedure will minimize the impact of the settlement on the general fund. If you have questions or need additional information, please let me know.

Reviewed by: Steve Lewis, City Manager



IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

CHRISTINE STEVENS and BOBBY STEVENS,
Plaintiffs,
vs.
MATTHEW ALAN LARY, CITY OF NORMAN, OKLAHOMA and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLEVELAND,
Defendants.

Case No. CJ-2006-1781

SUMMONS

To the above-named Defendant: City of Norman

You have been sued by the above-named plaintiff, and you are directed to file a written answer to the attached petition in the court at the above address within twenty (20) days after service of this summons upon you, exclusive of the day of service. Within the same time, a copy of your answer must be delivered or mailed to the attorney for the plaintiff.

Unless you answer the petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 13 day of July, 2007.

RHONDA HALL, COURT CLERK

By: [Signature]
Deputy Court Clerk

Ed Abel, OBA #103
Kelly S. Bishop, OBA #15159
Luke Abel, OBA #21094
ABEL LAW FIRM
900 N.E. 63rd Street
Oklahoma City, OK 73105
(405) 239-7046

FILED IN THE OFFICE
OF THE CITY CLERK
ON 7-25-07

STATE OF OKLAHOMA }
CLEVELAND COUNTY } S.S.

IN THE DISTRICT COURT OF CLEVELAND COUNTY **FILED** In The
Office of the Court Clerk

STATE OF OKLAHOMA

JUN 13 2007

DOCKET _____ PAGE _____ RECORDED
Rhonda Hall, Court Clerk
_____ DEPUTY

CHRISTINE STEVENS and BOBBY STEVENS,)
)

Plaintiffs,)

vs.)

Case No. CJ-2006-1781

MATTHEW ALAN LARY, CITY OF)
NORMAN, OKLAHOMA and BOARD OF)
COUNTY COMMISSIONERS OF THE)
COUNTY OF CLEVELAND,)

Defendants.)

AMENDED PETITION

Having obtained written permission from the opposing party, Plaintiffs amend their Petition to add City of Norman, Oklahoma and Board of County Commissioners of the County of Cleveland.

COUNT I

Plaintiffs state:

1. On October 14, 2006, at about 12:50 p.m., Plaintiff Christine Stevens was driving her vehicle east on Cedar Lane at the intersection of Cedar Lane and 36th Street in Norman, Oklahoma, Cleveland County. Defendant Matthew Alan Lary was traveling south on 36th Street when he entered the intersection of 36th and Cedar Lane and collided with Plaintiffs' vehicle

2. The collision resulted from Defendants' negligence as follows:

FILED IN THE OFFICE
OF THE CITY CLERK
ON 7-25-07

- a. Defendant Matthew Lary was traveling at a speed wherein he could not stop within the assured clear distance ahead.
- b. Defendant Matthew Lary failed to keep a proper lookout.
- c. Defendant Matthew Lary failed to use his brakes, horn or steering mechanism to avoid the collision.
- d. Defendant Matthew Lary failed to yield to the right of way.
- e. Defendant Matthew Lary failed to stop at a posted stop sign.
- f. Defendants City of Norman, Oklahoma and Board of County Commissioners of the County of Cleveland did not properly maintain the overgrowth at the intersection where the accident occurred.

3. Pursuant to the Governmental Tort Claims Act, 51 O.S. § §151 *et seq.*, Plaintiffs gave notice of their claims to the City of Norman and Cleveland County and the claims have been actually or deemed denied.

4. As a result of Defendants' negligence, Plaintiff Christine Stevens suffered personal injuries. Said injuries are permanent, painful and progressive. When injured, Plaintiff Christine Stevens was 39 years of age with a life expectancy of 42.8 years. As a further result of Defendant's negligence, Plaintiff Christine Stevens has and will incur medical expense, has and will lose earnings, has and will suffer pain of mind and body, will be permanently disabled and her earning capacity reduced in an amount in excess of \$10,000.00.

COUNT II

4. Plaintiffs for Count II replead and reallege the allegations of Count I herein and state that Bobby Stevens is the husband of Plaintiff Christine Stevens and that as a further result of Defendant's negligence, he has and will be deprived of his wife's services, companionship and consortium and has been damaged in an amount in excess of \$10,000.00.

WHEREFORE, Plaintiffs pray judgment against Defendant in an amount in excess of \$10,000.00, together with attorney fees, interest and costs of this action.

Respectfully submitted,



KELLY S. BISHOP, OBA #15159
LUKE ABEL, OBA #21094
ABEL LAW FIRM
900 N.E. 63rd Street
Oklahoma City, OK 73105
(405) 239-7046
(405) 272-1090 (fax)
ATTORNEYS FOR PLAINTIFF

ATTORNEYS' LIEN CLAIMED

CERTIFICATE OF MAILING

This is to certify on the _____ day of June, 2007 and true and correct copy of the above and foregoing was mailed with proper postage to the following:

Robert O. Rafuse
Rafuse Law Firm
Energy Center
710 Lamar, Ste. 400
Wichita Falls, TX 76301-6880
Attorney for Matthew Alan Lary

17. ITEM: RESOLUTION NO. R-0910-98: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$28,100 FROM THE GENERAL FUND BALANCE TO BE USED TO COVER SELF INSURED PROPERTY/VEHICLE/EQUIPMENT RELATED LOSSES DURING THE REMAINDER OF FYE 2010.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-98.

ACTION TAKEN: _____



Date: February 17, 2010
To: Honorable Mayor and City Council Members
From: Clint Mercer, Chief Accountant 
Through: Anthony Francisco, Director of Finance *A. Francisco*
Subject: Agenda Item – Appropriation of Miscellaneous Risk Management Revenue for Payment of Miscellaneous Uninsured Losses

BACKGROUND:

The City of Norman (the “City”) elects to self-insure against various types of losses. Specifically, the City is self-insured against property damage and vehicle and equipment losses. The City does purchase building and contents insurance but is still responsible for funding small losses below the insurance deductible of \$5,000.

The City also collects damage claims from various parties when such parties are determined to be at fault when involved in an accident with City property. These funds are deposited into the General Fund and are available to be appropriated back to the Uninsured Loss account at Council’s discretion.

DISCUSSION:

The City budgeted \$28,123 in FYE 2010 to cover uninsured losses in (account 010-3020-415.47-98) Miscellaneous Services / Uninsured Losses. Staff has almost depleted this account paying for repairs. As of February 17, 2010, this account has a balance of \$677.20. The City has collected \$34,565.24 during FYE 2010 in damage claims from various responsible parties in Misc. Risk Management account (010-0000-367.12-64).

RECOMMENDATION:

It is recommended that the City Council approve the appropriation of \$28,100 from Miscellaneous Risk Management Revenue (010-0000-367.12-64) to Miscellaneous Services / Uninsured Losses (010-3020-415.47-98) to cover self-insured property/vehicle/equipment related losses during the remainder of FYE 2010.

Reviewed by: Steven Lewis, City Manager 
Jeff Bryant, City Attorney *JHB*

office memorandum

Resolution

R-0910-98

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$28,100 FROM THE GENERAL FUND BALANCE TO BE USED TO COVER SELF INSURED PROPERTY/VEHICLE/EQUIPMENT RELATED LOSSES DURING THE REMAINDER OF FYE 2010.

- § 1. WHEREAS, the City of Norman elects to self-insure against property damage and vehicle and equipment losses and budgeted \$28,123 for FYE 10; and
- § 2. WHEREAS, the City of Norman purchases building and contents insurance but is still responsible for funding small losses below the insurance deductible of \$5,000; and
- § 3. WHEREAS, the City of Norman also collects damage claims from various parties when such parties are determined to be at fault when involved in an accident with City property; and
- § 4. WHEREAS, the City of Norman has collected \$34,565.24 during FYE 2010 in damage claims from various responsible parties that has been deposited into the Miscellaneous Risk Management Revenue Fund; and
- § 5. WHEREAS, the Miscellaneous Services/Uninsured Losses Account has a balance of \$677.20 and additional funds need to be appropriated for the remainder of FYE 10.

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

- § 6. That \$28,100 receipted into the Miscellaneous Risk Management Revenue (010-0000-367.12-64) be appropriated from the General Fund Balance (010-0000-253.20-00) to make the following appropriation for reasons as stated above:

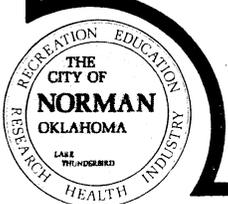
Account Name	Losing Account	Gaining Account	Amount
Misc. Services/Uninsured Losses	010-0000-253.20-00	010-3020-415.47-98	\$28,100

PASSED AND ADOPTED this 9th day of March, 2010.

Mayor

ATTEST:

City Clerk



18. ITEM: RESOLUTION NO. R-0910-101: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$7,500 FROM THE SEIZURES AND RESTITUTIONS FUND TO BE USED TO PAY TUITION FOR ADVANCED TRAINING IN CRIMINAL INTERDICTION FOR TWO POLICE DETECTIVES AND TO REPAIR CRIMINAL INTERDICTION UNIT NO. 1080 FOR THE POLICE DEPARTMENT.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-101.

ACTION TAKEN: _____



Date: February 18, 2010
To: Honorable Mayor and City Council
From: Phil Cotten *PC*
Chief of Police
Subject: Agenda Item-Appropriation from State Seizure Account

Background:

The mission of the Norman Police Department is to maintain and enhance the quality of life in the City of Norman by protecting life, liberty, property, and keeping the peace. The pursuit of this mission requires specific competencies be acquired and maintained by the personnel delivering police services. An area of competency that is beneficial to the City of Norman's public safety efforts is criminal interdiction expertise. The Norman Police Department's criminal interdiction efforts have resulted in the disruption of a multi-million dollar theft ring and numerous federal and state drug-related indictments. The continuation of this effort requires an up-to-date knowledge base of best practices and legal requirements pertaining to interdiction activities.

On February 5, 2010, Criminal Interdiction Unit #1080 was damaged during a vehicle pursuit involving an uninsured driver. The police department does not have a funded account to pay for damage and collision repair costs when vehicles are damaged throughout the year.

Discussion:

The appropriation requested will fund tuition and travel for two Norman Police Detectives to attend advanced training in criminal interdiction. This training will include instruction and networking with subject experts from federal, state, and local law enforcement.

The appropriation requested will also fund repairs for Criminal Interdiction Unit #1080. Unit #1080 is a specialty vehicle equipped with a K-9 cage and specific computer software for criminal interdiction. There is not a back-up vehicle available to replace Criminal Interdiction Unit #1080 with the required special equipment. The estimated cost to repair this police unit is not available in the current M&O accounts.

Recommendation:

It is recommended that \$2,500 be appropriated from the State Seizure Fund Balance Account (025-0000-253.20-00) to State Seizure/ Workshops & Seminars Expenditure Account (025-6035-421.46-04) and \$5,000 be appropriated from the State Seizure Fund Balance Account (025-0000-253.20-00) to Outside Auto Repair Expenditure Account (025-2135-412.42-01).

PC/jdy

Reviewed by: Clint Mercer, Chief Accountant *CM*
Reviewed by: Anthony Francisco, Finance Director *A. Francisco*
Reviewed by: Jeff Bryant, City Attorney *J. Bryant*
Reviewed by: Steve Lewis, City Manager *SL*

office memorandum

Resolution

R-0910-101

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$7,500 FROM THE SEIZURES AND RESTITUTIONS FUND TO BE USED TO PAY TUITION FOR ADVANCED TRAINING IN CRIMINAL INTERDICTION FOR TWO POLICE DETECTIVES AND TO REPAIR CRIMINAL INTERDICTION UNIT NO. 1080 FOR THE POLICE DEPARTMENT.

- § 1. WHEREAS, Criminal Interdiction Unit No.1080 is a special vehicle equipped with a K-9 cage and specific computer software for criminal interdiction and it was recently damaged during a vehicle pursuit with an uninsured driver; and
- § 2. WHEREAS, it is requested that funding be provided to make the necessary repairs to the above-described vehicle; and
- § 3. WHEREAS, funding is also requested to pay tuition and travel for two Norman Police Detectives to attend advanced training in criminal interdiction which will include instruction and networking with subject experts from federal, state, and local law enforcement.

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

- § 4. That the following appropriations be made for the reasons as stated above:

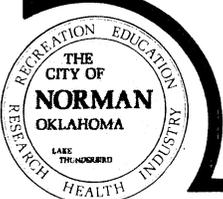
<u>Account Name</u>	<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Employee Travel/Professional Memberships	025-0000-253.20-00	025-6035-421.46-04	\$2,500
Outside Auto Repair	025-0000-253.20-00	025-2135-412.42-01	\$5,000

PASSED AND ADOPTED this 9th day of March, 2010.

Mayor

ATTEST:

City Clerk



19. ITEM: RESOLUTION NO. R-0910-102: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$122,745 FROM THE ROOM TAX FUND BALANCE TO BE USED BY THE NORMAN CONVENTION AND VISITORS BUREAU TO FUND THE IMPLEMENTATION OF NEW TECHNOLOGY, BRANDING, AND ADDITIONAL SPORTS MARKETING TO GENERATE ADDITIONAL EVENTS, MEETINGS, AND HOTEL STAYS IN THE CITY OF NORMAN.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum, letter of request, resolution, and pertinent excerpts from City Council Finance Committee minutes are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-102.

ACTION TAKEN: _____



Date: February 23, 2010

To: Honorable Mayor and Council Members

From: Suzanne Krohmer, Budget Manager *SK*

Through: Anthony Francisco, Director of Finance *A. Francisco*

Subject: Agenda Item – Appropriation of Room Tax Fund Balance for Norman Convention & Visitor’s Bureau

BACKGROUND:

Ordinance 7980-58, codified in Section 8-521 of the Norman City Code, implemented the Transient Guest Room Tax for the purpose of “encouraging, promoting and fostering the convention and tourism development of the City of Norman. Uses in parks development and in promotion of arts and humanities are thus contemplated”.

DISCUSSION:

The Finance Committee met February 17th, 2009 and Mr. Stephen Koranda, Executive Director of the Norman Convention and Visitor’s Bureau (NCVB), presented a request of \$122,745 from the City of Norman. The Finance Committee recommended the request be brought before the City Council for consideration.

As noted in the attached letter, the Norman Convention and Visitor’s Bureau (NCVB) Board request \$122,745 from the Room Tax Fund balance (the NCVB portion) to fund the implementation of new technology, branding and additional sports marketing.

The majority of the additional funds, \$52,745, will be used for new customer relation management software, subscription to a group sales database, network equipment and website enhancements. \$50,000 will be used for a new branding initiative and the remaining \$20,000 will be used to attract sports events that require bid fees.

The City of Norman Room Tax Fund will contribute \$476,028 to NCVB this fiscal year. The request is for the convention and tourism portion of the Room Tax revenues. The Room Tax Fund Balance is sufficient to cover the additional request due to an increase in Room Tax revenue received this fiscal year. The current estimated fiscal year end fund reserve balance for the Convention and Tourism portion of the Room Tax Fund is \$195,115.

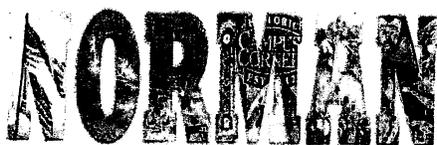
RECOMMENDATION:

Staff recommends that \$122,745 be appropriated from the Convention and Tourism portion of the Room Tax Fund balance, and be paid to the Norman Convention and Visitor’s Bureau.

Losing Account: Room Tax Fund Balance (Account Number 023-0000-253.20-00)
 Gaining Account: Norman Convention and Visitors Bureau (Account Number 023-3043-465.47-74)

Reviewed by: Steven Lewis, City Manager *SL*
 Jeff H. Bryant, City Attorney *JHB*

office memorandum



www.visitnorman.com

TO: Anthony Francisco, City of Norman
CC: Steve Lewis, City of Norman
Doug Cubberly, City Council Finance Committee
FROM: Stephen Koranda, Norman CVB
DATE: January 27, 2010
RE: Funding Request

The Norman Convention and Visitors Bureau greatly appreciates the strong partnership with the City of Norman to provide economic development through destination marketing. After a year of extensive review of operations and marketing initiatives, the CVB Board of Directors respectfully request \$122,745 from the transient guest tax reserves held by the City.

The funds will be used for the following:

Technology

New Customer Relation Management Software	\$ 5,500
Subscription to empowerMINT (group sales database)	\$ 5,000
Network Operations/Workstations	\$ 39,245
Website Enhancements	\$ 3,000

Branding

Research-based Branding Platform Initiative	\$ 50,000
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Sports Marketing

Sports Bid Fee Fund	\$ 20,000
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Reasons for the afore mentioned expenditures and expected outcomes are as follows:

New Customer Relation Management Software

Present system is extremely difficult to work with which doesn't maximize our efficiency. CRM software has advanced since leasing the present software. New systems offer additional tools that add to the efficiencies of working with hotels, meeting facilities and sports facilities in receiving bids for conferences, meetings and sports events.

Subscription to empowerMINT (group sales database)

empowerMINT is a database of more than 40,000 meetings from 20,000 organizations. Only DMOs can access this database. Our subscribing generates exponentially the number of leads that can and will be generated to hotels and meeting facilities.

Network Operations/Workstations

At present, we work with a 9-year-old server – old in server life. The server “gets tired” each afternoon as early as 3:00 p.m. not allowing access to files, databases or the internet. The workstations are too old. One staff member is presently between computers as hers ‘blew up’ about 6 weeks ago. Another is feared to be going fast. Naturally this is extremely inefficient and the new technology will allow us to operate much more efficiently.

Website Enhancements

With the installation of the new CRM we look to integrate the website with the CRM. Requests for visitor guides and leads from the website are delivered via email. The information is then cut and paste into the present CRM. With this integration, the leads will go directly into the CRM making for a much more efficient operation.

The other enhancement is the coding of our website to detect whether the site is being accessed from a PC or a mobile device. Presently we maintain two websites – one for traditional internet (PCs) and the other for mobile devices. With this coding, that would require us to maintain just one website freeing staff time for other marketing initiatives.

Research-based Branding Platform Initiative

The City of Norman is challenged with its perception on a local, statewide, regional and national level. We do not currently have traction with convention, tourism and sports events outside of our traditional programs to gain new events. We also do not have a defined message and plan to communicate with the groups we look to attract to Norman.

The Norman CVB would identify a firm to lead the community in the development of an overarching branding initiative. This initiative would focus on developing of three areas: first, define who and what Norman currently represents (our assets and liabilities), second to define targets of who should market Norman to and third, to develop an all encompassing brand platform defining a look and feel for Norman. This work would be developed through a third party agency to achieve a non-biased platform and marketing plan.

Sports Bid Fee Fund

Since 2003, the CVB has attracted over 50 sports events to Norman. Some of those have required bid fees. These fees have allowed Norman to bid on the events. As a result of these expenditures, it was estimated the Norman economy realized nearly \$2.5 million new dollars.

The NCVB is official destination marketing organization promoting Norman as a convention, sports and tourism destination. Annually Norman realizes in excess of \$138 million new dollars to our community through tourism.

Resolution

R-0910-102

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$122,745 FROM THE ROOM TAX FUND BALANCE TO BE USED BY THE NORMAN CONVENTION AND VISITORS BUREAU TO FUND THE IMPLEMENTATION OF NEW TECHNOLOGY, BRANDING, AND ADDITIONAL SPORTS MARKETING TO GENERATE ADDITIONAL EVENTS, MEETINGS, AND HOTEL STAYS IN THE CITY OF NORMAN.

- § 1. WHEREAS, The Transient Guest Room Tax was implemented for the purpose of “encouraging, promoting, and fostering the convention and tourism development of the City of Norman.”; and
- § 2. WHEREAS, the Norman Convention and Visitors Bureau has requested \$122,745 to fund the implementation of new technology, branding, and additional sports marketing; and
- § 3. WHEREAS, these improvements are needed for benefit of the community and will be used to generate additional events, meetings, and hotel stays creating additional revenues for the City of Norman.

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

- § 4. That the following appropriation be made for reasons as stated above:

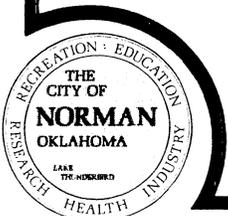
Account Name	Losing Account	Gaining Account	Amount
Miscellaneous Services/Visitors Bureau	023-0000-253.20-00	023-3043-465.47-74	\$122,745

PASSED AND ADOPTED this 9th day of March, 2010.

Mayor

ATTEST:

City Clerk



Items submitted for the record

1. Cleveland County Historical Society Annual Report dated February 17, 2010

Center for Children and Families (CCFI)

Katie Fitzgerald, Executive Director, presented and reviewed report. CCFI is requesting \$90,000 for FYE 2011 – amount currently given by the City.

Dillingham – Council increased funding in FYE 08 by \$40,000 and has continued the \$90,000 since.

CCFI will review revenue streams and sources and hopefully won't have to continue to ask for \$90,000 from City.

Items submitted for the record

1. Center for Children & Families, Inc. - Neighborhood Centers Financial Report for year ended December 31, 2009

Firehouse Art Center, Inc.

Douglas Shaw Elder, Executive Director, presented and reviewed report. Firehouse Art Center is requesting \$60,000 for FYE 2011 – amount currently given by the City.

Items submitted for the record

1. Firehouse Art Center 2010 Annual Report and Financial Statement

Little River Zoo

Janet Schmid, Director, presented and reviewed report. Little River Zoo is requesting \$8,000 for FYE 2011- amount currently given by City.

Items submitted for the record

1. Letter to City Manager from Little River Zoo Director and Board of Directors dated February 14, 2010

DISCUSSION REGARDING REQUEST FROM NORMAN CONVENTION & VISITORS BUREAU FOR ADDITIONAL FUNDING FOR TECHNOLOGY, BRANDING, AND SPORTS MARKETING

Stephen Koranda, Executive Director, presented and reviewed request. NCVB is requesting \$122,745 from Room Tax Fund reserves in the amount of \$52,745 for technology, \$50,000 for branding, and \$20,000 for sports marketing.

- now have 2 people dedicated to sales and a Media Director
- new marketing initiatives – mass mailing
- need Customer Relation Management software

Cubberley – bring NCVB request forward to Council meeting as soon as possible.

Items submitted for the record

- 1 Memo to Anthony Francisco, Steve Lewis, and Doug Cubberley from Stephen Koranda, Executive Director, NCVB dated January 27, 2010, Funding Request

Cubberley - City has received three new requests for funding: Mary Abbott Children's House, Second Chance, and Transportation/ Railroad/Performing Arts.

Ezzell – Cleveland County Historical Museum – have they asked Cleveland County for assistance?

Dillingham – addressed lack of strategic planning by Museum Board and lack of County funding for Museum - ask Sarkey's.

Dillingham – VOCA grants (Victim of Crimes Association) – would like to have Mary Abbott Children's House request amount.

Discuss the 3 new agency funding requests in March Finance Committee meeting.

Cubberley – No additions, recommend flat budget for agencies.

Quinn – Think about 4% cut across the board for agencies.

Cubberley – Little River Zoo is not a social service, was a one-time request.

Council members will approach County Commissioners on Cleveland County Historical Museum funding.

DISCUSSION REGARDING THE FYE 2010 REVENUE AND EXPENDITURE PROJECTIONS INCLUDING THE MONTHLY REVENUE AND EXPENDITURE REPORT,

Question was raised regarding Norman Regional Hospital bond rating status

Items submitted for the record

1. Summary of Major Funds-General; Capital; Westwood; Water; Wastewater; Sewer Maintenance; New Development Excise; Sewer Sales Tax; and Sanitation Fund Revenue Sources vs. Budget, Financial Report as of January 31, 2010

DISCUSSION REGARDING REPORT ON OPEN POSITIONS

- Forester – diseased tree project on hold – will contract to keep
- Tree City Designation – need Forester position (may allow part-time contract)
- County Extension Center assistance

Items submitted for the record

1. City of Norman/Human Resources Department Recruitment and Selection Report dated January 9, 2010

The meeting adjourned at 7:32 p.m.

Cindy Rosenthal, Mayor

Brenda Hall, City Clerk

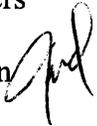
20. ITEM: RESOLUTION NO. R-0910-103: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$140,000 FROM VARIOUS GRIFFIN PARK PROJECT ACCOUNTS TO THE GRIFFIN PARK IRRIGATION LAKE PROJECT ACCOUNT FOR THE DESIGN AND CONSTRUCTION OF A PUMP STATION AND IRRIGATION SYSTEM MODIFICATIONS.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-103.

ACTION TAKEN: _____



Date: 19 February 2010
To: Honorable Mayor and City Council Members
From: Jud Foster, Director of Parks and Recreation 
Subject: Agenda Item: Transfer of Funding from Griffin Park Playground Project, the Griffin Park Shelter Project and a Portion of the Griffin Park Parking Lot Expansion Project to the Griffin Park Irrigation Lake Project for the Parks and Recreation Department

BACKGROUND: During the Fiscal Year Ending 2007 Capital Budget process, City Council approved funding for the Griffin Park Irrigation Lake Project with the stated goals of providing for both a recreational lake and park irrigation. In addition, the utilities department has a project which will be completed in FYE 2010 to install a water line from the off-line well at the corner of 12th Avenue and Robinson Street over to the storm sewer that feeds into the stream that fills the lake. This line will be able to provide supplemental water at a rate up to 331,000 gallons per day. If this supplemental water is not needed, then the well will not be activated. The lake and spillway construction were completed during FYE 2009; however, the remaining funding is insufficient to complete the irrigation pump station and the connection to the existing system.

The shortfall in the project is a result of changing the design of the dam and spillway from its original conception. The clay soils existing on the site were more conducive to digging a deeper lake which allowed for more water storage and subsequent usage. Adding the spillway (as opposed to a through-dam overflow pipe) to the design of the dam allowed the placement of the dam several hundred feet upstream from the original concept, which resulted in more useable park land being left undisturbed by the project.

DISCUSSION: To provide irrigation to the soccer, baseball, softball and football fields at Griffin Park, the irrigation pump must be of sufficient size. Based on recent estimates to purchase and install a pump station adequate to run the irrigation systems, the cost will be \$140,000. This cost will include all electrical service, pump system design and construction. Also included in the cost are the pump house construction and irrigation system modifications. In lieu of requesting additional funding from the capital fund balance, we have identified several sources of funding that could be transferred to the Griffin Park Irrigation Lake Project to provide the supplemental funding necessary to complete the irrigation components, as follows:

1. Postpone the Griffin Park Playground Project to be placed on the north lake shore; Account Number: 052-9639-452.6101-PC0006, Balance: \$22,721
2. Postpone the Griffin Park Shelter Project to be placed on the south lake shore; Account Number: 050-9639-452.6101-PR0104, Balance: \$41,962

office memorandum

Agenda Item –
Griffin Park Irrigation Lake Project
Transfers and Appropriations
Page two

3. Reduce the Griffin Park Parking Lot Expansion (12th Avenue and Robinson Street) Account Number: 050-9639-452.6101-PR0103, by \$75,317. This reduction will leave a balance of \$22,683 in the project and will allow an expansion of approximately 20 new parking spaces in the existing parking lot.

The Playground Project was intended to provide additional play equipment at the existing playground area by the baseball fields and add a small play unit to the north shore of the lake. A new 2-bay swingset has been added to the ballfield playground area; however, the new unit by the lake will be planned for a future year as the recreational aspect of the lake continues to develop. The same is true for the Shelter Project—which was intended as a smaller version of the new stone and timber shelter on the north side of the lake. It, too, can be constructed at a later date while the large shelter accommodates the rental activity for both large and small groups.

The Parking Lot Expansion at the 12th Avenue and Robinson Street lot was originally planned during a period of rapid expansion of our youth baseball and softball programs, when our parking lots were approaching capacity. The extra spaces would primarily provide for extra parking to ease the between-game traffic that occurs at the park. Since the project proposal was made, our program participation has leveled-off. Therefore, installing some of the additional spaces will still be beneficial to the park; and future planning can provide more paved parking, as needed.

At this point in time, we feel it will be in the best interest of the city to reorganize the priority of these projects. Now that the lake is complete and able to provide a water source for irrigation to the park, completion of this project will allow us to reduce the demand and use of potable water produced at our water treatment facility. Griffin Park irrigation use averages 18.4 million gallons per year. The majority of this use occurs in the months from May through August, which is the peak demand period for the other water customers in our system. Based on this average use, the project would pay for itself in approximately nine years.

If these funding sources are approved, the design, bidding and construction of the irrigation pump and system modifications would proceed immediately. The anticipated completion of this project would be by the end of June 2010. Further, we will resubmit the canceled projects listed above for consideration in a subsequent 5-Year Capital Improvement Program.

Agenda Item –
Griffin Park Irrigation Lake Project
Transfers and Appropriations
Page three

RECOMMENDATION It is recommended that City Council approve the following transfers for the Griffin Park Irrigation Lake Project (#050-9639-452.6101-PC0004)

Transfer from:

Griffin Park Playground: (#052-9639-452.6101-PC0006), **\$22,721**

Griffin Park Shelter: (#050-9639-452.6101-PR0104), **\$41,962**

Griffin Park Parking Lot Expansion: (#050-9639-452.6101-PR0103), **\$75,317**

Reviewed by: Steve Lewis, City Manager 

Reviewed by: Jeff Bryant, City Attorney 

Reviewed by: Anthony Francisco, Director of Finance 

Reviewed by: Shawn O'Leary, Director of Public Works 

Reviewed by: Susan Connors, Planning & Community Development Director 

Reviewed by: Clint Mercer, Chief Accountant 

Resolution

R-0910-103

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$140,000 FROM VARIOUS GRIFFIN PARK PROJECT ACCOUNTS TO THE GRIFFIN PARK IRRIGATION LAKE PROJECT ACCOUNT FOR THE DESIGN AND CONSTRUCTION OF A PUMP STATION AND IRRIGATION SYSTEM MODIFICATIONS.

- § 1. WHEREAS, funds were budgeted in FYE 2007 for the Griffin Park Irrigation Lake Project with the goals of providing for a recreational lake and park irrigation; and
- § 2. WHEREAS, the design of the lake changed because clay soils on the site were more conducive to digging a deeper lake allowing for more water storage and usage and a spillway was added to the design which changed the placement of the dam from the original concept to several hundred feet upstream creating more useable park land; and
- § 3. WHEREAS, the lake and spillway were completed during FYE 2009; however, the remaining funding is insufficient to complete the pump station and the connection to the existing irrigation system; and
- § 4. WHEREAS, to provide irrigation to the soccer, baseball, softball, and football fields in Griffin Park, the irrigation pump must be of sufficient size and based on recent estimates to purchase and install a pump station adequate to run the systems, the cost will be \$140,000 which includes electrical service; pump system design and construction; pump house construction; and irrigation system modifications; and

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

- § 5. That the following transfers be made for the above-stated reasons:

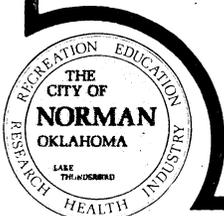
<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Project No. PC0006 Griffin Park Playground Equipment, Construction 052-9639-452.61-01	Project No. PC0004, Griffin Park Irrigation Lake Project, Construction 050-9639-452.61-01	\$22,721
Project No. PR0104 Griffin Park Shelter, Construction 050-9639-452.61-01	Project No. PC0004, Griffin Park Irrigation Lake Project, Construction 050-9639-452.61-01	\$41,962
Project No. PC0103 Griffin Park Parking Lot Expansion, Construction 050-9639-452.61-01	Project No. PC0004, Griffin Park Irrigation Lake Project, Construction 050-9639-452.61-01	\$75,317

PASSED AND ADOPTED this 9th day of March, 2010.

Mayor

ATTEST:

City Clerk



21. ITEM: RESOLUTION NO. R-0910-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$30,000 FROM THE ROOM TAX FUND BALANCE TO BE USED BY THE NORMAN ARTS COUNCIL TO PROVIDE FUNDING FOR THE NORMAN MUSIC FESTIVAL.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum, letter of request, and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-104.

ACTION TAKEN: _____



DATE: February 26, 2010
TO: Honorable Mayor and City Council Members
FROM: Anthony Francisco, Finance Director *A. Francisco*
SUBJECT: Agenda Item: Appropriation of Room Tax Fund Balance for Norman Arts Council

BACKGROUND:

Pursuant to the Norman City Code, Section 8-521 (et. Seq.), the City Council has established a policy whereby room tax collections are distributed to three organizations to further the aims of the Transient Guest (Hotel/Motel) Room Tax: the Norman Convention and Visitors Bureau (50%); the Parks Department for parks capital improvement projects (25%); and the Norman Arts Council (25%). The Norman Arts Council (NAC) has used its allocations to fund programs through "sub-grant" organizations and through direct sponsorships to promote the visual and performing arts in Norman.

As of June 30, 2009, the arts and humanities portion of the Room Tax had an estimated fund balance of \$88,261. Assuming that eight percent (8%) of projected allocations are held in reserve (as is the policy for most City funds), approximately \$75,220 would be available in excess reserves for NAC expenditures. On August 11, 2009, Council approved an appropriation of \$20,000 of the Room Tax Fund balance reserved for the arts for the East Main Roundabout sculpture, "Indian Grass".

DISCUSSION:

As discussed in the attached letter from NAC Executive Director Rick Fry, The Norman Arts Council Board of Directors has requested an appropriation of \$30,000 of available Room Tax Fund balance reserved for the arts to support the 3rd annual Norman Music Festival.

RECOMMENDATIONS:

It is recommended that the appropriation of Room Tax Fund balance (account 023-0000-253.20-00) to Contributions-Organizations (account 023-3041-451.47-41) be approved, and the Norman Arts Council be directed utilize the funds for the Norman Music Festival.

Reviewed by: Steve Lewis, City Manager *[Signature]*
Jeff Bryant, City Attorney *[Signature]*
Clint Mercer, Chief Accountant *[Signature]*

office memorandum



P.O. Box 85 Norman, OK 73070-0085 405.360.1162

Wednesday, February 25, 2009

To: Honorable Mayor Cindy Rosenthal and Council Members
City of Norman
201 W. Gray
Norman, OK 73069

Cc: Mr. Anthony Francisco
Director of Finance
City of Norman

RE: Norman Arts Council Hotel Tax Reserve Fund

Dear Mayor Rosenthal, Council Members, and Mr. Francisco:

The Norman Arts Council's board met Friday January 15, 2010, voted and approved the organization to request \$30,000 from the reserve fund to help in the implementation of the Norman Music Festival. The third Norman Music Festival, or NMF, is an exciting project of the Norman Arts Council. The NAC will use these funds, along with our local corporate sponsors' support, to secure significant artistic talent and equipment necessary to carry out the festival.

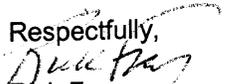
The third NMF is the result of a dream of many community members for Norman to become the cultural focal point of our state. We listened to our citizens at various community meetings about supporting the continued revitalization of our historic downtown core. This has led to thriving Arts District. Also as a community, we have a rich history in the arts, which includes a strong independent music scene spanning back decades.

Those facts, combined with the support of innovative downtown businesses, sparked the need for the NAC to fashion a festival for the city – an event that will appeal to the diversity of Norman. As a result, the NAC, along with a committee of community volunteers, created NMF. As one of the co-founders of Jazz In June, the NAC has a long successful record of accomplishment in developing and managing festivals. The festival will be held from 7pm to 2am on Saturday, April 24, 2010 and from Noon to Midnight on Sunday, April 25, 2010. Saturday's events will be held in mostly indoor locations, requiring no street closure. Sunday's events will close the 100, 200, and 300 blocks of Main Street and be held in both indoor and outdoor locations.

Audiences for last year's festival not only included the local community, but also the extensive population of the University of Oklahoma, as well as a draw of music fans from throughout the region. During the 2009 Norman Music Festival the NCVB collected surveys and found that 56% of the festival crowd hailed from Norman, and the rest from outside the city. They also found that the festival was responsible for \$2,553,750 in new dollar spending to the community. The requested \$30,000 from the reserve fund amounts to approximately 2% of this total spending amount.

We would like this request to be added to the March 10 council agenda. We thank you in advance for your help with this, and please contact me directly if you have any questions at 405.360.1162 or rick@normanarts.org.

Respectfully,


Rick Fry
Executive Director

Resolution

R-0910-104

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$30,000 FROM THE ROOM TAX FUND BALANCE TO BE USED BY THE NORMAN ARTS COUNCIL TO PROVIDE FUNDING FOR THE NORMAN MUSIC FESTIVAL.

- § 1. WHEREAS, The Transient Guest Room Tax was implemented for the purpose of “encouraging, promoting, and fostering the convention and tourism development of the City of Norman.”; and
- § 2. WHEREAS, the Norman Arts Council has requested \$30,000 from the Room Tax Fund to cover expenses for the Norman Music Festival; and
- § 3. WHEREAS, this is a project for the benefit of the community and it is necessary to appropriate those funds to secure talent and purchase the equipment to carry out the festival.

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

- § 4. That the following appropriation be made for reasons as stated above:

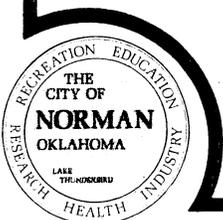
Losing Account	Gaining Account	Amount
Room Tax Fund Balance 023-0000-253.20-00	Arts and Humanities Contributions-Organizations 023-3041-451.47-41	\$30,000

PASSED AND ADOPTED this 9th day of March, 2010

Mayor

ATTEST:

City Clerk



22. ITEM: PROCLAMATION NO. P-0910-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH, 2010, AS INTERNATIONAL DEMOLAY MONTH IN THE CITY OF NORMAN.

INFORMATION: Mr. Tony Gatewood, on behalf of Norman DeMolay Chapter No. 38, has requested a proclamation proclaiming the month of March, 2010, as International DeMolay Month in the City of Norman. The above-described proclamation has been drawn and is submitted for City Council's consideration. A copy of the proclamation is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-0910-14 proclaiming the month of March, 2010, as International DeMolay Month in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

P-0910-14

A PROCLAMATION OF THE MAYOR OF
THE CITY OF NORMAN, OKLAHOMA,
PROCLAIMING THE MONTH OF MARCH,
2010, AS INTERNATIONAL DEMOLAY
MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, DeMolay is a character building organization of young men from 13 to 21 years of age who are seeking to prepare themselves to become better citizens and leaders for tomorrow by developing those traits of character which have strengthened good men of all ages; and
- § 2. WHEREAS, DeMolay has carried out the aforementioned goals for 91 years through programs of athletic competition, social activity, community service, and charitable projects; and
- § 3. WHEREAS, members of the Norman Chapter will observe the year of 2010 as the 91st Anniversary of the Order of DeMolay so as to exemplify to all citizens here and everywhere their many activities and to tender recognition to their millions of Senior DeMolays.

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

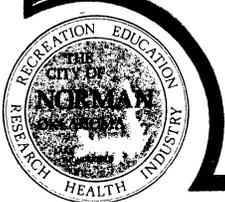
- § 4. Do hereby proclaim the month of March, 2010, as International DeMolay Month in the City of Norman and call upon our citizens to join in saluting the young men in the order of DeMolay and in expressing grateful appreciation for the fine examples set by them in the building of good character among our youth thereby aiding in the development of leadership for tomorrow.

PASSED AND APPROVED this 9th day of March, 2010.

Mayor

ATTEST:

City Clerk



23. ITEM: PROCLAMATION NO. P-0910-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MARCH 16 THROUGH 23, 2010, AS ALPHA KAPPA ALPHA WEEK IN THE CITY OF NORMAN.

INFORMATION: Ms. Blondene Taite from Alpha Kappa Alpha Sorority has requested a proclamation proclaiming the week of March 16 through 23, 2010, as Alpha Kappa Alpha Week in the City of Norman. The above-described proclamation has been drawn and is submitted for City Council's consideration. A copy of the proclamation is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-0910-15 proclaiming the week of March 16 through 23, 2010, as Alpha Kappa Alpha Week in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

P-0910-15

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF MARCH 16 THROUGH 23, 2010, AS ALPHA KAPPA ALPHA WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, Alpha Kappa Alpha Sorority, Inc., which was established in 1908, is the oldest Greek-letter organization for African American women and the organization has an active membership of over 40,000 women and has served mankind for over 100 years; and
- § 2. WHEREAS, the original founders were students at Howard University partnering together to form the greatest Greek-letter organization in history and those members were Anna Easter Brown, Beulah Burke, Lillie Burke, Marjorie Hill, Margaret Flagg Holmes, Ethel Hedgeman Lyle, Lavinia Norman, Lucy Slow, and Marie Woolfolk Taylor; and
- § 3. WHEREAS, Alpha Epsilon Omega is the first Oklahoma chapter forming in 1928 in Muskogee, Oklahoma, and Theta Xi which was chartered in 1997 at Tulsa University is the youngest chapter; and
- § 4. WHEREAS, the sisterhood of Alpha Kappa Alpha Sorority, Inc., continues to empower communities through exemplary service initiatives and progressive programs.

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

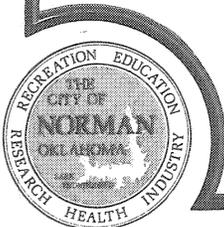
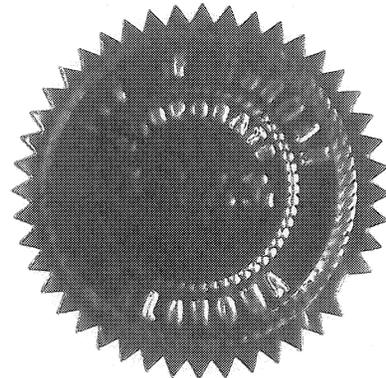
- § 5. Do hereby proclaim the week of March 16 through 23, 2010, as Alpha Kappa Alpha Week in the City of Norman, Oklahoma.

PASSED AND APPROVED this 9th day of March, 2010.

Mayor

ATTEST:

City Clerk



24. ITEM: RESOLUTION NO. R-0910-99: A RESOLUTION AUTHORIZING THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") TO ISSUE ITS SANITATION SYSTEM REVENUE NOTE, SERIES 2010 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,590,000, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2010 SUPPLEMENTAL NOTE INDENTURE (COLLECTIVELY, THE "INDENTURE"), BOTH AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE TRUST INDENTURE CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT BETWEEN THE AUTHORITY AND THE CITY OF NORMAN, OKLAHOMA (THE "CITY") PERTAINING TO THE LEASING OF THE CITY'S SANITATION SYSTEM TO THE AUTHORITY; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2010 AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; APPROVING AND AUTHORIZING THE PREPAYMENT OF THE OUTSTANDING AMOUNT OF THE NORMAN MUNICIPAL AUTHORITY SANITATION EQUIPMENT NOTES, SERIES 2000 ORIGINALLY ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,960,000; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum, resolution, and pertinent excerpts from City Council Finance Committee minutes are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to adopt or reject Resolution No. R-0910-99.

ACTION TAKEN: _____



DATE: March 1, 2010

TO: Honorable Mayor and City Council Members
Honorable Trustees of the Norman Municipal Authority

FROM: Anthony Francisco, Finance Director/NMA Treasurer *A. Francisco*

SUBJECT: Resolutions Authorizing Issuance of Sanitation System Revenue Note,
Series 2010

BACKGROUND

The Norman Sanitation Utility operates a Transfer Station, at which refuse collected from residences and commercial customers is off-loaded from collection vehicles, and re-loaded to transport vehicles for delivery to a privately-owned landfill. The Transfer Station was built in 1985, has exceeded its intended useful life. Demands placed on the Transfer Station also make it too small for the Sanitation Utility's needs.

The fiscal year 2009-2010 budget anticipated the construction of a major expansion and renovation of the Transfer Station on its current site and adjacent City-owned land to the east. The adopted FYE 2010 budget also anticipated the issuance of Norman Municipal Authority (NMA) revenue bonds or notes to finance the construction of the Transfer Station improvements. The financing proposals were discussed at the January 20, 2010 Council Finance Committee meeting and responses to Request for Financing Proposals (RFP 0910-47) were received on February 12, 2010. A contract for construction of the Transfer Station improvements is scheduled to be considered by the NMA Trustees on March 9, 2010.

DISCUSSION

The most favorable proposal to provide financing for the Transfer Station improvements was received from JP Morgan Chase. The terms of this proposal include a 15-year financing term with an estimated rate of 3.45 percent (final rate to be established at the closing of the financing). These financing terms compare favorably with the debt service expenditures included in the Sanitation Utility budget.

Several actions are accomplished by the attached Resolutions, if approved. Resolution R-0910-99 is generally a Resolution of the NMA to issue the debt, and R-0910-100 is a Resolution of the City of Norman authorizing the issuance of the debt by the NMA in an aggregate amount of \$3,590,000. The NMA Resolution (R-0910-99) would authorize the following actions:

- Authorize the Issuance of the Sanitation System Revenue Notes;
- Pledge the Revenues of the Sanitation Utility to the Repayment of the Note Indebtedness;
- Waive Competitive Bidding and Authorize the Note to be Sold to JP Morgan Chase on a Negotiated Basis;
- Restate the Lease Agreement between the City of Norman and the Norman Municipal Authority for the City's Sanitation System;

office memorandum

- Establish the Tax-Exempt Nature of the Note and the Reasonable Expectation of Calendar Year Debt Issuance by the NMA;
- Authorize the Pre-Payment of the Series 2000 Sanitation Equipment Notes; and
- Authorize the Chair of the NMA Board of Trustees to Execute Final Documents Related to the Financing

The City of Norman Resolution (R-0910-100) would authorize the following actions:

- Approve the Incurrence of the Indebtedness by the NMA;
- Waive Competitive Bidding and Authorize the Note to be Sold on a Negotiated Basis;
- Ratifying the Lease Agreement between the City of Norman and the NMA for the City's Sanitation System;
- Establish the Tax-Exempt Nature of the Note and the Reasonable Expectation of Calendar Year Debt Issuance by the City of Norman.

Upon the favorable consideration of these resolutions by the Council and NMA Trustees, staff will then proceed with the closing of the financing as executed by the Chairperson/Mayor.

RECOMMENDATION

It is recommended that the resolutions be adopted.

Reviewed by: Steve Lewis, City Manager/NMA General Manager 
Jeff H. Bryant, City Attorney/NMA General Counsel 
Ken Komiske, Utilities Director 

R-0910-99
Resolution

A RESOLUTION AUTHORIZING THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") TO ISSUE ITS SANITATION SYSTEM REVENUE NOTE, SERIES 2010 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,590,000, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2010 SUPPLEMENTAL NOTE INDENTURE (COLLECTIVELY, THE "INDENTURE"), BOTH AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; PROVIDING THAT THE TRUST INDENTURE CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT BETWEEN THE AUTHORITY AND THE CITY OF NORMAN, OKLAHOMA (THE "CITY") PERTAINING TO THE LEASING OF THE CITY'S SANITATION SYSTEM TO THE AUTHORITY; ESTABLISHING THE AUTHORITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY THE AUTHORITY IN CALENDAR YEAR 2010 AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; APPROVING AND AUTHORIZING THE PREPAYMENT OF THE OUTSTANDING AMOUNT OF THE NORMAN MUNICIPAL AUTHORITY SANITATION EQUIPMENT NOTES, SERIES 2000 ORIGINALLY ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,960,000.00; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

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

SECTION 1. INDEBTEDNESS AUTHORIZED. The Authority is authorized to incur an indebtedness by the issuance of its Sanitation System Revenue Note, Series 2010, for and on behalf of The City of Norman, Oklahoma (the "City"), in the aggregate principal amount of \$3,590,000 (the "Note") for the purpose of (i) financing improvements to the municipal sanitation transfer station, along with related costs (the "Project"), (ii) funding a debt service reserve fund, and (iii) paying certain costs associated with the issuance of the Note. The Note shall bear interest at the rate of 3.45% per annum. The principal installments on the Note shall be paid as set forth on Exhibit "A" hereto.

Resolution No. R-0910-99

SECTION 2. COMPETITIVE BIDDING WAIVED; APPROVAL OF SALE PROCEEDINGS. Competitive bidding on the sale of said Note is waived and the Note is authorized to be sold to JPMorgan Chase Bank, N.A. (the "Purchaser"), at a price of par.

SECTION 3. BOND INDENTURE. The Authority hereby approves and authorizes execution and delivery of a General Bond Indenture and a Series 2010 Supplemental Note Indenture, both dated as of March 1, 2010, and both by and between BancFirst, as trustee (the "Trustee") and the Authority (collectively, the "Indenture"), authorizing the issuance of and securing the payment of the Note approved in Section 1 hereof. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver the Indenture for and on behalf of the Authority.

SECTION 4. TRUST INDENTURE SUBJECT TO THE INDENTURE. The Trust Indenture dated as of April 13, 1965, creating the Authority is subject to the provisions of the Indenture referenced in Section 3 hereof.

SECTION 5. LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT. The Lease Agreement and Operation and Maintenance Contract dated as of December 1, 2000, whereby the City leased its existing and after acquired sanitation system to the Authority and whereby the City agreed to operate and maintain the same (the "Lease Agreement"), is hereby ratified and confirmed, and the term of said lease shall extend until the Note is paid.

SECTION 6. CERTIFICATE OF DESIGNATION. The Authority anticipates that the total amount of tax-exempt obligations (other than private activity bonds) issued by the Authority will not exceed \$30,000,000 for calendar year 2010, and the Authority hereby designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in the Internal Revenue Code of 1986, as amended, and authorizes the Chairman or Vice Chairman of the Authority to execute and deliver on behalf of the Authority a Certificate of Designation to that effect.

SECTION 7. PREPAYMENT AUTHORIZED. The Authority is authorized to prepay its Sanitation Equipment Notes, Series 2000 (the "2000 Notes") originally issued in the aggregate principal amount of \$2,960,000.00. The Authority, pursuant to this Resolution, hereby directs the disbursement of \$46,806.24 to BancFirst, as successor trustee pursuant to a General Bond Indenture dated as of December 1, 2000, as supplemented and amended by a Series 2000 Supplemental Note Indenture dated as of December 1, 2000 (collectively, the "Prior Indenture"), said amount (when coupled with account balances in the amount of \$95,255.84 held by BancFirst in connection with the 2000 Notes) being sufficient to pay principal in the amount of \$140,000.00 and accrued interest in the amount of \$2,062.08 on the 2000 Notes through April 12, 2010. This Resolution is direction to BancFirst to optionally redeem the 2000 Notes on April 12, 2010, and further to cause notice of said optional redemption to be provided to the holders of the 2000 Notes in accordance with the applicable provisions of the above referenced Prior Indenture.

SECTION 8. EXECUTION OF NECESSARY DOCUMENTS. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Note to the Purchaser upon receipt of the

Resolution No. R-0910-99

purchase price and are further authorized and directed to execute all necessary closing and delivery papers required by Bond Counsel; approve the disbursement of the proceeds of the Note, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary documents, financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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Resolution No. R-0910-99

PASSED AND ADOPTED THIS 9TH DAY OF MARCH, 2010.

NORMAN MUNICIPAL AUTHORITY

Chairman

ATTEST:

Secretary

(SEAL)

Resolution No. R-0910-99

CERTIFICATE
OF
AUTHORITY ACTION

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

I further certify that the Trustees of the Norman Municipal Authority held a Regular Meeting at 6:30 o'clock p.m. on March 9, 2010, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

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

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

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 9TH DAY OF MARCH, 2010.

NORMAN MUNICIPAL AUTHORITY

(SEAL)

Secretary of Authority

Resolution No. R-0910-99

EXHIBIT "A"

[Principal Payment Schedule]

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
October 1, 2010	\$ 95,000.00	April 1, 2018	\$ 125,000.00
April 1, 2011	95,000.00	October 1, 2018	125,000.00
October 1, 2011	100,000.00	April 1, 2019	130,000.00
April 1, 2012	100,000.00	October 1, 2019	130,000.00
October 1, 2012	105,000.00	April 1, 2020	135,000.00
April 1, 2013	105,000.00	October 1, 2020	135,000.00
October 1, 2013	105,000.00	April 1, 2021	140,000.00
April 1, 2014	110,000.00	October 1, 2021	140,000.00
October 1, 2014	110,000.00	April 1, 2022	145,000.00
April 1, 2015	115,000.00	October 1, 2022	145,000.00
October 1, 2015	115,000.00	April 1, 2023	150,000.00
April 1, 2016	115,000.00	October 1, 2023	150,000.00
October 1, 2016	120,000.00	April 1, 2024	155,000.00
April 1, 2017	120,000.00	October 1, 2024	155,000.00
October 1, 2017	120,000.00		

FINANCE COMMITTEE MINUTES

January 20, 2010

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:30 p.m. in the Municipal Building Study Session Room on the 20th day of January, 2010, 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: Members Dillingham, Ezzell, Quinn, and Chair Cubberley

ABSENT: None

OTHERS PRESENT: Al Atkins, Council Member
Jim Griffith, Council Member
Steve Lewis, City Manager
Anthony Francisco, Finance Director
Suzanne Krohmer, Budget Manager
Ken Komiske, Utilities Director
Charlie Thomas, Capital Projects Engineer
Jeff Bryant, City Attorney
Rebecca Frazier, Assistant City Attorney I

Chair Cubberley told the Committee members there would be a Special Called Finance Committee on Monday, January 25, 2010, at 5:00 pm in the Study Session Room.

DISCUSSION REGARDING THE TRANSFER STATION PROJECT FINANCING

- Transfer Station renovation / expansion projects are out for bid now
- Deadline for bids to be submitted is February 4, 2010
- Budgeted debt financing in FYE 10 for project
- RFP in works for financing services
- Anticipated to be completed and mailed by end of week
- Original estimate of project cost - \$2.6 million
- Revised estimate now \$4 million
- Need for more concrete and flood plain dirt work
- Original floor plan materials cost have increased
- Finance estimating 4% or below for interest rate on 20-year bond
- City does not have to have a 20-year bond – discussed shorter options
- Budgeted annual debt service is \$338,000/year – should be \$400,000 or less/year

Items submitted for the record

1. Capital Project Report, Utilities – 1, Transfer Station Expansion (SA0002) revised October 5, 2009
2. Draft of Notice to Proposers RFP 0910-47 for Sanitation Utility Transfer Station Reconstruction, soliciting responses for firms to provide financing arrangements
Finance Director

25. ITEM: RESOLUTION NO. R-0910-100: A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS SANITATION SYSTEM REVENUE NOTE, SERIES 2010 (THE "NOTE"); PROVIDING THAT THE TRUST INDENTURE CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE GENERAL BOND INDENTURE, AS SUPPLEMENTED, AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT (THE "LEASE AGREEMENT") BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY WHEREBY THE CITY LEASES ITS SANITATION SYSTEM TO THE AUTHORITY; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2010, AND DESIGNATING THE NOTE TO BE A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. A copy of the resolution is included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-100.

ACTION TAKEN: _____

R-0910-100
Resolution

A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS SANITATION SYSTEM REVENUE NOTE, SERIES 2010 (THE "NOTE"); PROVIDING THAT THE TRUST INDENTURE CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE GENERAL BOND INDENTURE, AS SUPPLEMENTED, AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT (THE "LEASE AGREEMENT") BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY WHEREBY THE CITY LEASES ITS SANITATION SYSTEM TO THE AUTHORITY; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2010, AND DESIGNATING THE NOTE TO BE A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

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

SECTION 1. INDEBTEDNESS AUTHORIZED. The Norman Municipal Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Sanitation System Revenue Note, Series 2010 in the principal amount of \$3,590,000 (the "Note"), according to the terms and conditions of a General Bond Indenture, as supplemented by a Series 2010 Supplemental Note Indenture, both dated as of March 1, 2010 (collectively, the "Indenture"), and both by and between the Authority and BancFirst, as trustee (the "Trustee"), provided that said Note shall never constitute a debt of The City of Norman, Oklahoma (the "City").

SECTION 2. TRUST INDENTURE SUBJECT TO INDENTURE. The Trust Indenture dated as of April 13, 1965, creating the Authority, is hereby made subject to the terms of the Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of Competitive Bidding for the sale of said Note and the sale of said Note by the Authority to JPMorgan Chase Bank, N.A. (the "Purchaser"), is hereby approved. The Note shall be sold to the Purchaser at a price of par.

SECTION 4. LEASE AGREEMENT. The Lease Agreement and Operation and Maintenance Contract dated as of December 1, 2000, whereby the City leased its existing and after acquired sanitation system to the Authority and whereby the City agreed to operate and maintain the

Resolution No. R-0910-100

same (the "Lease Agreement"), is hereby ratified and confirmed, and the term of said lease shall extend until the Note is paid.

SECTION 5. CITY'S EXPECTATIONS. The City anticipates that the total amount of tax-exempt obligations, other than private activity bonds or qualified tax-exempt obligations deemed designated pursuant to Section 265(b)(3)(D)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"), issued by the City or the Authority or other issuers on behalf of said City, will not exceed \$30,000,000 for calendar year 2010, and the City hereby designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in the Code, and authorizes the Mayor or Mayor Pro Tem to execute and deliver on behalf of the City a Certificate of Designation to that effect.

SECTION 6. AUTHORIZING EXECUTION. The Mayor or Mayor Pro Tem of the City representing the City at the closing of the above-referenced note issue is hereby authorized to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel.

[Remainder of Page Left Blank Intentionally]

Resolution No. R-0910-100

PASSED AND ADOPTED THIS 9TH DAY OF MARCH, 2010.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)
ATTEST:

Mayor

City Clerk

Resolution No. R-0910-100

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of The City of Norman, Oklahoma.

I further certify that the City Council of The City of Norman, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on March 9, 2010, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

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

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

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 9TH DAY OF MARCH, 2010.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)

City Clerk

26. ITEM: CONSIDERATION OF BID NO. 0910-42, CONTRACT NO. K-0910-129, PERFORMANCE BOND NO. B-0910-42, STATUTORY BOND NO. B-0910-43, AND MAINTENANCE BOND NO. MB-0910-41 FOR THE TRANSFER STATION EXPANSION PROJECT AND BUDGET APPROPRIATION.

INFORMATION: Staff has examined the bids, contract, and bonds and found them to be in order and proper as to form. Staff recommends acceptance of the bids, the subsequent awarding of the bid as indicated below, and approval of the contract and bonds. Copies of an advisory memorandum; bid tabulation; contract with C-P Integrated Services, Inc., in the amount of \$2,775,270; the performance, statutory, and maintenance bonds; and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$2,775,270 to C-P Integrated Services, Inc., as the lowest and best bidder meeting specifications; approve Contract No. K-0910-129 and the performance, statutory, and maintenance bonds; direct the filing of the bonds; authorize execution of the contract; and appropriate \$926,000 from the Sanitation Fund Balance, 033-0000-253.20-00) to Project No. SA0002, Transfer Station Expansion, Construction (033-9975-432.61-01).

ACTION TAKEN: _____



DATE: February 23, 2010
TO: Norman Municipal Authority
FROM: Jim Speck, Capital Projects Engineer
SUBJECT: Agenda Items:

1. Appropriation of Funds for the Transfer Station Project Construction and Payoff of 2000 Equipment Notes.
2. Award of Bid 0910-42, Transfer Station Project
3. Authorization of Chairman to sign Contract K-0910-129
4. Authorization for the Chairman to sign Maintenance Bond MB-0910-41, Performance Bond B-0910-42, and Statutory Bond B-0910-43
5. Authorize the Norman Municipal Authority (NMA) to Purchase Equipment and Materials Directly from Vendors of C-P Integrated Services, Inc.

BACKGROUND:

The NMA Transfer Station is located at 3901 S. Chautauqua just south of State Highway 9. The Transfer Station is the centralized facility where residential and commercial solid waste is unloaded from collection vehicles and then loaded into larger tractor trailer vehicles for transfer to a solid waste landfill outside of Norman. The Transfer Station is utilized by the University of Oklahoma and City of Norman as well as the general public for non-hazardous waste disposal. The existing transfer station was built in 1985, is undersized, and is in very poor condition because of heavy usage.

On December 12, 2000 the NMA approved the financing of automated refuse collection equipment (roll-out carts) over a ten-year period. These NMA sanitation equipment notes are scheduled to be paid off July 1, 2010.

On April 25, 2006, the NMA approved Contract K-0506-141 authorizing Cardinal Engineering, Inc. to proceed with preliminary design services. The Norman Transfer Station Project (SA0002) will allow more efficient collection and transfer of solid waste and will enhance safety at the facility by improving traffic flow. As a result of the preliminary design, Cardinal recommended development of a new facility adjacent to and east of the existing transfer station.

DISCUSSION:

The project includes the construction of a Transfer Station building, scale house, scales, waterlines and sewerlines along with site development. The advertisement for bids was published in the Norman Transcript on January 14 and January 21, 2010, and in several trade publications. Project Bid No. 0910-42 bids were received from five contractors on February 11, 2010. The low bidder was C-P Integrated Services, Inc. of Oklahoma City with a low bid of \$2,775,270. As shown in the engineers' letter of recommendation, the other four bids ranged from \$2,911,601 to \$3,622,755. The Engineer's Estimate was \$4,298,364.63.

The Transfer Station Project Construction Account (033-9975-432.61-01) contains an unencumbered balance of \$2,161,589. In order to perform the construction tasks needed for this

office memorandum

project, additional funds are required to be appropriated from the Sanitation Fund Balance (account 033-0000-253.00-00) into Transfer Station Construction (account 033-9975-432.61-01) (SA0002). In order to facilitate the financing of this project, the outstanding sanitation equipment notes, in the amount of \$143,675, need to be paid off. Additional funds needed are \$613,681 for the construction contract, an estimated \$20,000 for construction testing services, an estimated \$15,000 for building permits, 10% construction contingency of \$277,644, and \$143,675 to pay off the existing notes, for a total of \$1,070,000.

The City of Norman is exempt from the payment of sales or use taxes. Pursuant to Title 68 O.S., Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the City of Norman are also exempt from those taxes. A bidder and his subcontractors may exclude from their bid sales taxes on appropriate equipment, materials, and supplies that will not have to be paid while acting on behalf of the City of Norman. To minimize project costs, the NMA will make payment directly to vendors of the contractor who are supplying equipment and materials for incorporation into the project.

Staff and the engineer recommend the following:

RECOMMENDATION NO. 1:

Staff recommends NMA approve the appropriation of \$1,070,000 from the Sanitation Fund Balance (account 033-0000-253.00-00) with \$926,325 into the Transfer Station Project Construction (account 033-9975-432.61-01) (SA0002) and \$143,675 into Interest-Revenue Bonds (033-5564-432.71-02).

RECOMMENDATION NO. 2:

Staff recommends the NMA accept the bids received in response to Project Bid 0910-42 and award the bid to C-P Integrated Services, Inc. of Oklahoma City, OK.

RECOMMENDATION NO. 3:

Staff recommends the NMA authorize the Chairman to sign Contract K-0910-129 in the amount of \$2,775,270 to C-P Integrated Services, Inc.

RECOMMENDATION NO. 4:

Staff recommends the NMA approve Performance Bond B-0910-42, Statutory Bond B-0910-43, and Maintenance Bond MB-0910-41; all bonds being the amount of the construction contract.

RECOMMENDATION NO. 5:

Recommend the NMA allow the Utilities Director to approve the purchase of equipment and materials directly from vendors at prices agreed to by C-P Integrated Services, Inc.

Enclosures: Tabulation of Bids
 Contract K-0910-129
 Performance Bond B-0910-42
 Statutory Bond B-0910-43
 Maintenance Bond MB-0910-41

Reviewed By: Mark Daniels, Utilities Engineer *MDaniel*
Reviewed By: Ken Komiske, Utilities Director *KKomiske*
Reviewed By: Frederick Duke, Purchasing Analyst *FD*
Reviewed By: Clint Mercer, Chief Accountant *CM*
Reviewed By: Anthony Francisco, Finance Director *A. Francisco*
Reviewed By: Linda Price, Revitalization Manager *LP*
Reviewed By: Susan Connors, Director of Planning *SC*
Reviewed By: Jeff Bryant, City Attorney *JB*
Reviewed By: Steve Lewis, City Manager *SL*

Norman Municipal Authority
 NORMAN TRANSFER STATION
 BID TABULATION BID # 0910-42

<u>Contractor</u>	<u>Base Bid</u>
C-P INTEGRATED SERVICES, INC.	\$2,775,270.00
RIGGS CONSTRUCTION. INC.	\$2,911,601.00
WYNN CONSTRUCTION COMPANY. INC.	\$2,955,278.95
DOWNEY CONTRACTING, LLC	\$3,427,828.50
GAIL ARMSTRONG CONSTRUCTION, INC.	\$3,622,755.00
ENGINEER'S ESTIMATE	\$4,298,364.63

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the NORMAN MUNICIPAL AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and _____, hereinafter designated as the CONTRACTOR.

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

Construction of Norman Transfer Station (SA0002)

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the AUTHORITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this CONTRACT; and,

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

two million, seven hundred and seventy-five thousand, two hundred and seventy
_____ Dollars (\$2,775,270 _____).

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents:

- the Bid Notice published in NORMAN TRANSCRIPT _____ ;
- the Notice to Bidders;
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Construction Drawings, Specifications, and Provisions; and
- the Bonds thereto; all of which documents are on file in the Office of the Purchasing Department of the NORMAN MUNICIPAL AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out at length, with the following additions and/or exceptions:

ADDENDUMSAddendum #1 dated February 2, 2010,Addendum #2 dated February 3, 2010,Addendum #3 dated February 8, 2010, andAddendum #4 dated February 10, 2010

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within five (5) calendar days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same within 240 calendar days following receipt of said NOTICE-TO-PROCEED.

- 4) That the AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
- a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
 - b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

5) That the AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the AUTHORITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the AUTHORITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR agrees to pay as liquidated damages, the sum five hundred dollars (\$500.00) for each consecutive calendar day thereafter the specified time for completion, as provided in the General Conditions.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the Work Order and commencement of work on the project.

11) The 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 the 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 the CONTRACTOR or CONTRACTOR'S agents negligence, willful or intentional act or omission, breach or contract or a failure of CONTRACTOR'S warranties to be true, accurate, or complete.

12) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted

or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)

COUNTY OF Oklahoma)§

David Parker, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the AUTHORITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the AUTHORITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

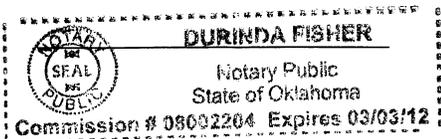


Submitted and sworn to before me this 17 day of February, 2010.

Durinda Fisher

Notary Public

My Commission Expires:



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 17 day of February, 2010, and the 17 day of February, 2010.

(Corporate Seal) (where applicable)

ATTEST

William Head
Corporate Secretary (where applicable)

C-P Integrated Services Inc
PRINCIPAL

Signed:

[Signature]
Authorized Representative

David Parker, V.P.
Name and Title

Address:

3800 Beacon Drive
OKC OK 73179

Telephone:

405-732-0532

NORMAN MUNICIPAL AUTHORITY

APPROVED as to form and legality this 1 day of March, 2010.

[Signature]
AUTHORITY Attorney

Approved by the Trustees of the NORMAN MUNICIPAL AUTHORITY this _____ day of _____, 20____.

NORMAN MUNICIPAL AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

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 _____, 20____, 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 25th day of February, 20 10.

(Corporate Seal) (where applicable)

ATTEST

William Head
Corporate Secretary (where applicable)

CP Integrated Services, Inc.
PRINCIPAL

Signed:

[Signature]
Authorized Representative

David Parker, V.P.
Name and Title

Address: 3800 Beacon Drive

Oklahoma City, OK 73179

Telephone: 405-732-0532

(Corporate Seal)

ATTEST

Amy Lewis
Corporate Secretary
Amy Lewis, Bond Assoc.

First Sealord Surety, Inc.
SURETY

Signed:

[Signature]
Authorized Representative

John W. Schuler, Attorney-in-fact
Name and Title

Address: 789 E. Lancaster Ave, Suite 200

Villanova, PA 19085

800-365-6065

Telephone: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

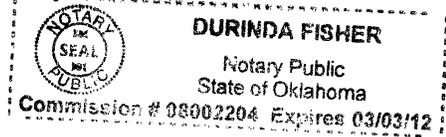
The foregoing instrument was acknowledged before me this 26 day of February,
20 10, by David Parker, V.P. of CP Integrated Services Inc
Name and Title
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 26 day of February 20 10.

Durinda Fisher

Notary Public

My Commission Expires: 3/3/12



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this _____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ partner (or agent) on behalf of
 Name and Title
_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

NORMAN MUNICIPAL AUTHORITY

APPROVED as to form and legality this 1 day of March, 20 10.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN MUNICIPAL AUTHORITY this _____ day of _____, 19____.

NORMAN MUNICIPAL AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

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 _____, 20____, 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 on the 25th day of February, 2010.

(Corporate Seal) (where applicable)

ATTEST

William Head
Corporate Secretary (where applicable)

CP Integrated Services, Inc.
PRINCIPAL

Signed: [Signature]
Authorized Representative

David Porter, V.P.
Name and Title

Address: 3800 Beacon Drive
Oklahoma City, OK 73179

Telephone: 405-732-0532

(Corporate Seal)

ATTEST

Amy Lewis
Corporate Secretary
Amy Lewis, Bond Assoc.

First Sealord Surety, Inc.
SURETY

Signed: [Signature]
Authorized Representative

John W. Schuler, Attorney-in-fact
Name and Title

Address: 789 E. Lancaster Ave., Ste. 200
Villanova, PA 19085

Telephone: 800-365-6065

CORPORATE ACKNOWLEDGEMENT

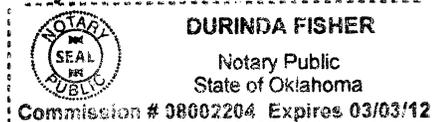
STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 26 day of February,
20 10, by David Porter, V.P. of C-P Integrated Services Inc
Name and Title
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 26 day of February 20 10.

Durinda Fisher
Notary Public

My Commission Expires: 3/3/12



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this _____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the said 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 _____, 20____, 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 25th day of February, 2010.

(Corporate Seal) (where applicable)

ATTEST

William Head
Corporate Secretary (where applicable)

CP Integrated Services, Inc.
PRINCIPAL

Signed:

[Signature]
Authorized Representative

David Parker, V.P.
Name and Title

Address:

3800 Beacon Drive

Oklahoma City, OK 73179

Telephone:

405-732-0532

(Corporate Seal)

ATTEST

A Lewis
Corporate Secretary
Amy Lewis, Bond Assoc.

First Sealord Surety, Inc.
SURETY

Signed:

[Signature]
Authorized Representative

John W. Schuler, Attorney-in-fact
Name and Title

Address:

789 E. Lancaster Ave., Ste. 200

Villanova, PA 19085

Telephone:

800-365-6065

CORPORATE ACKNOWLEDGEMENT

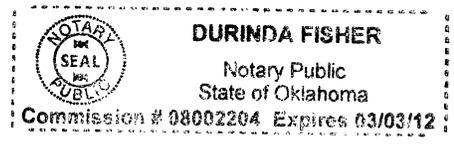
STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 26 day of February,
20 10, by David Porter, V.P. of C-P Integrated Services Inc
Name and Title
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 26 day of February 20 10.

Durinda Fisher
Notary Public

My Commission Expires: 3/3/12



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

NORMAN MUNICIPAL AUTHORITY

APPROVED as to form and legality this 1 day of March, 20 10.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN MUNICIPAL AUTHORITY this _____ day of _____, 20 ____.

NORMAN MUNICIPAL AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

PURCHASE REQUISITION NBR: 0000168210

REQUISITION BY: WEBB G
STATUS: INSUFFICIENT FUNDS
REASON: TRANSFER STATION CONSTRUCTION PROJECT
DATE: 2/24/10
SHIP TO LOCATION: P W - UTILITIES DIRECTOR
SUGGESTED VENDOR: 7972 C-P INTEGRATED SERVICES INC
DELIVER BY DATE: 3/31/10

LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1 TRANSFER STATION CONSTRUCTION PROJECT 2775270.00 DOL 1.0000 2775270.00

COMMODITY: CONSTRUCTION SERVICES, GE
SUBCOMMOD: CONSTRUCTION, GENERAL (BA

REQUISITION TOTAL: 2775270.00

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT PROJECT % AMOUNT
1 03399754326101 Capital Projects 100.00 2775270.00
Construction Transfer Station Expansio 2775270.00

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CONTRACT K-0910-129 CONTINGENT ON NMA APPROVAL
3-9-10.

27. ITEM: AMENDMENT NO. FIVE TO CONTRACT NO. K-0506-141: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CARDINAL ENGINEERING, INC., INCREASING THE CONTRACT AMOUNT BY \$130,500 TO PROVIDE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE NORMAN TRANSFER STATION EXPANSION PROJECT AND BUDGET APPROPRIATION.

INFORMATION: The Norman Municipal Authority, in its meeting of April 25, 2006, approved Contract No. K-0506-141 with Cardinal Engineering, Inc., in the amount of \$45,500 to prepare a preliminary design for an expansion of the Transfer Station. Amendment No. One, approved on May 23, 2006, increased the contract amount by \$29,100 to prepare a preliminary design for the Compost Facility Relocation Project. Amendment No. Two, approved December 12, 2006, increased the contract amount by \$70,900 and authorized Cardinal Engineering, Inc., to proceed with final design and bidding services for the Compost Facility Relocation Project. Amendment No. Three approved August 26, 2008, increased the contract amount by \$37,850 and provided construction administration and inspection services for the compost facility not included in the original contract. Amendment No. Four approved March 31, 2009, increased the contract amount by \$184,000 and authorized Cardinal Engineering, Inc., to perform final design and bidding services for the Transfer Station Expansion Project. Amendment No. Five in the amount of \$130,500 will allow Cardinal Engineering, Inc., to provide construction administration and inspection services for the Transfer Station Expansion Project. The above-described amendment has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the amendment. Copies of an advisory memorandum, amendment, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Municipal Authority, motion to approve or reject Amendment No. Five to Contract No. K-0506-141 with Cardinal Engineering, Inc., increasing the contract amount by \$130,500; and, if approved, authorize the execution thereof and appropriate \$130,500 from the Sanitation Fund Balance (033-0000-253.00-00) to Project No. SA0002, Transfer Station Expansion, Design (033-9975-432.62-01).

ACTION TAKEN: _____



office memorandum

DATE: February 23, 2010

TO: Norman Municipal Authority

FROM: Jim Speck, Capital Projects Engineer JS

SUBJECT: Agenda Items:

1. Appropriation of Funds for the Transfer Station Design Account;
2. Amendment No. 5 to Contract K-0506-141 for of Transfer Station.

BACKGROUND:

The Norman Municipal Authority's (NMA) transfer station is located at 3901 S. Chautauqua just south of State Highway 9. The transfer station is the centralized facility where residential and commercial solid waste is unloaded from collection vehicles and then loaded into larger tractor trailer vehicles for transfer to a solid waste landfill outside of Norman. The transfer station is utilized by the University of Oklahoma and City of Norman trash collection vehicles as well as the general public for non-hazardous waste disposal. The existing transfer station was built in 1985, is undersized, and is in very poor condition because of the heavy usage.

On March 31, 2009, the NMA approved Amendment No. 4 authorizing Cardinal to proceed with final design and bidding services of a new Transfer Station located at 3901 S. Chautauqua just south of State Highway 9. Construction administration and inspection services were deferred at that time.

DISCUSSION:

At this time, construction administration and inspection services are not included in the Cardinal contract. Staff has negotiated the scope and fee for Cardinal Engineering to perform Construction Administration and Inspection for the Transfer Station in the amount of \$130,500.

The Fiscal Year Ending 2010 (FYE10) Transfer Station Expansion design account (033-9975-432.62-01) contains no unencumbered funds. In order to perform Construction Administration and Inspection, a total of \$130,500 is required from the Sanitation Fund Balance (033-0000-253.00-00) into the Transfer Station design account (033-9975-432.62-01) (SA 0002). Staff recommends the following:

RECOMMENDATION NO. 1:

The NMA approve the appropriation of \$130,500 from the Sanitation Fund Balance (033-0000-253.00-00) into the Transfer Station design account (033-9975-432.62-01) (SA 0002).

RECOMMENDATION NO. 2:

The NMA authorize the Chairman to sign Amendment No. 5 to Contract K-0506-141 with Cardinal Engineering, Inc. to include Construction Administration and Inspection of Transfer Station in the amount of \$130,500.

Enclosures: Amendment No.5 to Contract K-0506-141

Reviewed By: Mark Daniels, Utilities Engineer *MD*

Reviewed By: Ken Komiske, Utilities Director *KK*

Reviewed By: Frederick Duke, Purchasing Analyst *FD*

Reviewed By: Clint Mercer, Chief Accountant *CM*

Reviewed By: Anthony Francisco, Finance Director *A. Francisco*

Reviewed By: Linda Price, Revitalization Manager *LP*

Reviewed By: Susan Connors, Director of Planning *SC*

Reviewed By: Jeff Bryant, City Attorney *JB*

Reviewed By: Steve Lewis, City Manager *SL*

AMENDMENT NO. 5

AGREEMENT
FOR
ENGINEERING SERVICES

This is an amendment, AMENDMENT NO. 5, attached to and made a part of the AGREEMENT, dated April 25, 2006, between the NORMAN MUNICIPAL AUTHORITY (Owner) and Cardinal Engineering Inc. (Engineer) for professional engineering services as necessary for the Transfer Station Expansion Project (the Services).

WHEREAS, the Owner has approved Amendment No. 1 to prepare a Preliminary Design Report for the Relocation of the Compost Facility.

WHEREAS, the Owner has approved Amendment No. 2 to prepare Construction Documents for the Relocation of the Compost Facility.

WHEREAS, the Owner has approved Amendment No. 3 to perform Construction Administration and Construction Inspection for Relocation of the Compost Facility.

WHEREAS, the Owner has approved Amendment No. 4 to prepare Construction Documents for the Transfer Station Expansion Project..

WHEREAS, the Owner has determined that the Construction Administration and Construction Inspection for the Transfer Station construction is similar in scope, location, schedule, and required expertise as is required under the AGREEMENT.

WHEREAS, the Engineer is prepared to provide additional engineering services as necessary under Amendment No. 5 to provide Construction Administration and Construction Inspection for the Transfer Station Expansion Project.

NOW THEREFORE, in consideration of the promises contained in said Agreement, Owner and Engineer agree as follows:

SCOPE OF SERVICES

Engineer shall perform Additional Services in accordance with Attachment A.

COMPENSATION

Owner shall pay Engineer for Additional Services in accordance with Attachment B.

SCHEDULE

Engineer shall complete the Additional Services in accordance with Attachment C.

IN WITNESS WHEREOF. Owner and Engineer have executed this Amendment.

DATED this _____ day of _____, 20____.

NORMAN MUNICIPAL AUTHORITY

CARDINAL ENGINEERING, INC.

OWNER

ENGINEER

By: _____
Title: Chairman -N.U.A.

By: Walter R. Sams
Title: Principal

Date: _____

Date: 2/26/10

ATTEST

ATTEST:

Secretary

J. S. Masord
Principal

Seal

Seal

APPROVED as to form and legality this 1 day of March, 2010

[Signature]
City Attorney

ATTACHMENT A

SCOPE OF SERVICES

In addition to the scope of services to be performed under the AGREEMENT, AMENDMENT NO. 1, AMENDMENT NO. 2, AMENDMENT NO. 3 and AMENDMENT NO. 4, the following additional services are to be performed under AMENDMENT NO. 5 – Construction Administration & Construction Inspection for the Transfer Station Expansion Project:

Project Management (Item #1): NO CHANGE

Site Survey (Item #2): NO CHANGE

Geotechnical Investigation (Item #3): NO CHANGE

Programming Project Objectives (Item #4): NO CHANGE

Design Development Report and 25% Plans (Preliminary Design Report) (Item #5): NO CHANGE

75% Plans and Specifications (Item #6): NO CHANGE

Final Plans, Specifications and Permitting (Item #7): NO CHANGE

Bidding Services (Item #8): NO CHANGE

Construction Administration Services (Item #9):

- (a) Upon award of each contract, the Consultant will furnish to the OWNER three (3) sets of the drawings, specifications and contract documents for execution.
- (b) Review and approve, for conformance with the design concept and construction specifications, all submittals delivered by the contractor(s). Provided written confirmation to OWNER that each submittal approved conforms will all applicable specifications.
- (c) Provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
- (d) Interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractor(s).
- (e) Prepare necessary contract change orders for approval of the OWNER and others on a timely basis.
- (f) Review the contractor's application for progress payments and, when approved, submit it to the OWNER for payment.

- (g) Perform “pre-final” inspection of the completed work. Develop a punch list of items required and forward it to the Contractor and OWNER.
- (h) Issue statement of substantial construction completion and submit a written report to the OWNER.
- (i) Prior to submitting the final pay estimate, the Consultant shall submit a written statement of completion with recommendation that the OWNER accept the improvements.
- (j) Attend monthly program meetings with OWNER and contractor at City Hall. Submit monthly progress reports, including minutes of monthly progress meeting, due no later than five working days after the end of the preceding month.
- (k) Attend pre-construction and other conferences with the OWNER or other interested parties as may be necessary. Meet with Staff and/or City Council for project discussions, coordination and presentations as required.

Record Drawings (Item #10):

- (a) Provide one (1) set of reproducible record (as-built) drawings on mylar, two (2) sets of prints as well as the drawings on electronic media diskettes after completion of the work. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector. Provide construction specifications and contract documents on diskette for OWNER use on future projects.

Construction Inspection (Item #11):

- (a) Full Time Construction Inspection services will be provided based on a 240 calendar day construction schedule averaging no more than 40 hours per week of required inspection and associated office work. Extended construction schedules, or extended workday or holiday work schedules will require additional compensation if the inspection schedule can not be maintained within in overall average of 40 hours per week. Construction Inspection services do not include independent testing or specialty inspections that would be performed by a testing company under separate agreement with the OWNER.

ATTACHMENT B

COMPENSATION

The engineer will receive a total compensation for Amendment No. 5 Services of One Hundred and Thirty Thousand and Five Hundred (\$130,500) dollars. The fee will be distributed as follows:

Task	Original Contract Transfer Station Expansion	Amendments No. 1 No. 2 No. 3 Compost Relocation	Amendment No. 4 Transfer Station Expansion Construction Documents	Amendment No. 5 Transfer Station Expansion Construction Admin.& Const. Inspection	Revised Contract Amount
Item #1 Project Management	\$6,500	\$11,000	\$10,000	\$0	\$27,500
Item #2 Site Survey	\$3,500	\$0	\$2,000	\$0	\$5,500
Item #3 Geotechnical Investigation	\$4,000	\$0	\$4,500	\$0	\$8,500
Item #4 Programming Project Objectives	\$7,500	\$7,500	\$0	\$0	\$15,000
Item #5 Design Development Report and 25% Plans	\$24,000	\$15,600	\$0	\$0	\$39,600
Item #6 75% Plans and Specifications	\$0	\$39,100	\$90,000	\$0	\$129,100
Item #7 Final Plans, Specifications, and Permitting	\$0	\$20,700	\$65,000	\$0	\$85,700
Item #8 Bidding Services	\$0	\$2,400	\$12,500	\$0	\$14,900
Item #9 Construction Administration Services	\$0	\$12,090	\$0	\$40,000	\$52,090
Item #10 Record Drawings	\$0	\$1,600	\$0	\$2,500	\$4,100
Item #11 Construction Inspection	\$0	\$27,860	\$0	\$88,000	\$115,860
Total Fee	\$45,500.00	\$137,850.00	\$184,000.00	\$130,500.00	\$497,850.00

The Engineer may submit interim statements, not to exceed one per month, for partial payment for Services rendered. The statements to owner will be for all work actually completed. The Owner shall make interim payments within 45 days of receipt of invoice in response to Engineer's interim statements.

ATTACHMENT C

TIME SCHEDULE FOR SCOPE OF SERVICES PERFORMANCE

The Engineer shall, initiate Construction Administration by scheduling a preconstruction meeting with the Contractor and Owner according to the schedule within the Construction Contract. The Engineer shall provide Construction Administration and Construction Inspection throughout the 240 calendar day construction schedule according to Attachment A.

PURCHASE REQUISITION NBR: 0000168216

REQUISITION BY: WEBB G
SHIP TO LOCATION: P W - UTILITIES DIRECTOR
STATUS: INSUFFICIENT FUNDS
REASON: CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES
DATE: 2/24/10
SUGGESTED VENDOR: 1512 CARDINAL ENGINEERING INC
DELIVER BY DATE: 3/30/10

1 AMENDMENT NO. 5 TO CONTRACT K-0506-141
COMMODITY: PUBLIC WORKS AND RELATED
SUBCOMMOD: INSPECTION SERVICES, CONS
130500.00 DOL 1.0000 130500.00
REQUISITION TOTAL: 130500.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	03399754326201	Capital Projects Design	100.00	130500.00
		Transfer Station Expansio		130500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

AMENDMENT NO. 5 TO CONTRACT K-0506-141 WITH
CARDINAL ENGINEERING CONTINGENT ON NMA APPROVAL
3-9-10.

