

EL RENO CITY COUNCIL
SPECIAL MEETING OF
THURSDAY – JULY 23, 2015 – 5:30 P.M.
EL RENO CITY COUNCIL CHAMBERS
101 N. CHOCTAW AVENUE – EL RENO, OKLAHOMA

AGENDA

A CALL MEETING TO ORDER

B ROLL CALL

C DISCUSSION ITEMS

1. Discussion, consideration, and possible action to approve agreement to provide Professional consulting and Related Services from Retail Strategies.
2. Discussion, consideration, and possible action to approve and award bid no. F-25: Street Improvements on Evans Rd. at Highway 66 and allow the Mayor to sign all documents associated thereto.
3. Discussion, consideration, and possible action to award bid no. F-33; Removal of Structures and Debris located in: 411 W. Hayes, 1403 S. Evans Ave., 1402 S. Jensen Ave., 113 N. Moore, 515 S. Bickford Ave., 509 S. Bickford Ave., and 109 E. Cooney, all in El Reno City Limits.

D ADJOURNMENT

Filed in the office of the City Clerk and posted on the bulletin board at the west entrance of the El Reno Municipal Building, 101 N. Choctaw at 5:00pm on July 21, 2015.

Signed _____

Lindsey Grigg, City Clerk

The City of El Reno encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (405) 262-4070 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if interpreters for the deaf (signing) are not the necessary accommodation.

AGENDA COMMENTARY

Agenda Item No.
Meeting of July 23, 2015

Item Title:	Discussion, consideration, and possible action to approve an agreement to provide Professional Consulting and Related Services from Retail Strategies.
Initiator:	Ed Stanton, Acting City Manager
Background:	This contract is so that Retail Strategies can Research and analyze, also to identify, evaluate, catalog priority commercial property for development, and retail recruitment.
Exhibits:	Agreement Written correspondence from Mr. Petro
Financial Impact:	
Action:	<i>Staff Recommends: Approval of Agreement.</i>



**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the City of El Reno, Oklahoma, a municipal corporation (hereinafter referred to as "Client") on this the 1st, day of July, 2015, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the "Project") for the City of El Reno, Oklahoma which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide consulting services related to the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client for the Project as set out in Exhibit A.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within time frames designated herein.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

The initial term of this agreement shall commence on July 15, 2015 and expire on July 14, 2016 ("First Year"). Second and third consecutive terms shall run from July 15, 2016 to July 14, 2017 ("Second Year") and July 15, 2017 to July 14, 2018 ("Third Year"), provided Client provides written notice to Consultant on or before June 15, 2016 and June 15, 2017, as applicable, of its intent to discontinue this agreement.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the total sum of \$40,000.00 for the first year, said payment to be due and payable upon execution of this agreement. The compensation for years two and three shall be \$30,000 per year payable in the same manner as set forth above. The Client shall have the right to renew the contract for a fourth year ("Fourth Year") at the rate of \$30,000 per year and a rate of \$30,000 per year for additional years as mutually agreed between Client and Consultant, provided Client provides written notice to Consultant of its intent to exercise this option on or before June 15, 2018 and on June 15 of each additional year the contract is renewed. Consultant acknowledges that payment of Second Year, Third Year, and Fourth Year compensation under this agreement is contingent upon and subject to receipt by Client of an annual appropriation from the El Reno City Council for this purpose. Should Client not receive this annual appropriation, this agreement shall become null and void. Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project. Any work performed by affiliates to be pre-approved by the Client.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Matthew Petro, Wade Robinett, and Robert Jolly, or other employees as deemed necessary by Consultant. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the

exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative pursuant to the schedule to be provided by Consultant. Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. CLIENT OFFICER'S PROTECTION FROM CONFLICTS

Any other provision of this agreement notwithstanding, any property in which any officer of the Client has a direct or indirect interest shall be excluded from the Scope of Services provided under this agreement. (Oklahoma Constitution Article 10, Section 11). Upon divestment by any officer of the Client of all interests in property which otherwise would be subject to this agreement, then that property shall thereafter be subject to this agreement.

12. INSURANCE

Consultant and Client shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

13. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

14. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

15. NOTICES/PARTIES REPRESENTATIVES

The representative of the Client for this agreement shall be Mayor Matt White, City of El Reno, OK.

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of El Reno, OK
101 N. Choctaw
El Reno, OK 73036-0700

Consultant: Retail Strategies, LLC
120 18th Street South
Suite 201
Birmingham, AL 35233

16. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

17. MISCELLANEOUS

Capacity: Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the

execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: “Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

Governing Law: The laws of the State of Oklahoma, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Arbitration: Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.

Signature Page to Follow

CLIENT:

City of El Reno, OK,

By _____

Date _____

CONSULTANT:
RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

Research:

- Identify El Reno market Retail Trade Areas using political boundaries, drive times and radii and custom boundary geographies
- Perform Market & Retail GAP Analysis for each trade area (Leakage and Surplus)
- Provide Consumer Attitude and Behavior Analysis
- Conduct Retail Peer Market Analysis
- Competition analysis between El Reno market trade area(s) and surrounding competitive communities
- Cannibalization Analysis (Distance Tolerance) for all recommended retail prospects between nearest existing locations and El Reno
- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom On-Demand Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with El Reno

Boots on the Ground Analysis:

- Identify/Evaluate/Catalog Priority Commercial Properties for Development, Re-development and higher and best use opportunities
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Perform Competitive Analysis of Existing Shopping Centers and retail corridors

Retail Recruitment

- Pro-Active Retail Recruitment
- ICSC Representation
- Monthly Updates
- Provide monthly reporting to the Client in the form of electronic, telephone or other written communication

Retail Strategies Attachment

Gentlemen,

I have attached written correspondence received from Mr. Petrow in an effort to provide extended detail regarding the services in your retail strategies documents already obtained.

The following services are shared resources with other clients of Retail Strategies that we would otherwise pay 100% for in one year if we contracted with a firm individually..

Shared Tangible Deliverables:

- \$20,000; Market Research & Software – Individual licenses for basic databases (if you wanted to license the level of sophisticated data we provide it would cost you upwards of \$50,000)
- \$3,000; Marketing Materials – I've seen higher and lower prices quoted to communities but \$3,000 is a good average.
- \$10,000; ICSC Attendance – this \$10,000 would be for ICSC Dallas and ICSC RECON (Las Vegas). This includes travel for two, marketing expenses, booth expenses, etc. This does not include the time it takes before and after the conference to create real results
- \$30,000 + Benefits; College Graduate to smile and Dial – for College Grads who turn Commercial Brokers there is typically a two year period where they make little to no money. The ones who are good and stick with it will eventually get over the two year learning curve. If you hired a College Grad who was good at this, after the learning curve there would be more money for him/her at a brokerage house so retaining him/her would be very hard to do.
- \$30,000; Strategic Recruitment Plan – industry average for a Retail Strategic Plan

I am probably forgetting a few things we do that would cost money to replicate, but a ball park figure would be \$100,000 per year. However, that was just the tangible items. Here is a list of the non-tangible items that create the opportunity for a large financial benefit.

- Retail Prospect List – list of every conversation we have had with property owners, brokers, developers, retailers, and restaurants throughout the life of our partnership. This list for our clients in Oklahoma exceeds 100 after the first Year. This list has information on why the retailer is/isn't interested in the market, what site they would be looking for within the market, and other critically valuable information
- National ICSC Representation – Our team spends upwards of \$400,000 each year on ICSC conferences throughout the Country. This equates to roughly 1,000 meetings with retailers, developers, brokers, and restaurants per year at these conferences. The connections and opportunity to be face to face with decision makers can be tied to the majority of success stories within our client communities.
- 125 Years of Retail Real Estate Experiences Working for You – to hire any valued/experienced Real Estate Manager or Real Estate Broker you would be paying upwards of \$100k per year (both average between \$80k – \$120k per year)
- Insider Knowledge – our team is up to date with the latest retail trends and retail expansion plans so that we can appropriately position our client's accordingly

There are other items that I cannot put a dollar amount to but I hope those three give you the greater picture. What tangible documents and progress updates you can expect delivered from our team within the first year is:

- Market Research
- Market Data Analysis
- On-Demand Market Research and Data Analysis from any point within the community
- In-Market Real Estate Analysis
- Strategic Retail Recruitment Plan
- Strategic Retail Recruitment Plan Presentation
- Marketing Materials
- Monthly Prospect List Updates
- Monthly Updates from Client Manager
- ICSC Representation & Post Conference Updates (the best opportunities are in Dallas & Chicago)
- Retail Trends & Retail Expansion Updates

I certainly understand the hesitation to pay for a service before you receive the results. If we could control all of the variables and guarantee results we would own every good piece of real estate in the Country already. My hope is that our Clients, our track record of success, and the expansion state the retail market is in will allow you to invest in our firm. Given the opportunity to work with you, our goal would be to make this investment in Retail Strategies the best investment the City has ever made.

Research:

- Identify El Reno market Retail Trade Areas using political boundaries, drive times and radii and custom boundary geographies
- Perform Market & Retail GAP Analysis for each trade area (Leakage and Surplus)
- Provide Consumer Attitude and Behavior Analysis
- Conduct Retail Peer Market Analysis
- Competition analysis between El Reno market trade area(s) and surrounding competitive communities
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Boots on the Ground Analysis:

- Identify/Evaluate/Catalog Priority Commercial Properties for Development, Re-development and higher and best use opportunities
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- Perform Competitive Analysis of Existing Shopping Centers and retail corridors

Retail Recruitment

- Pro-Active Retail Recruitment
- ICSC Representation
- Monthly Updates
- Provide monthly reporting to the Client in the form of electronic, telephone or other written communication

Investment

Year 1 \$40,000

■

Research Quantitative and In-Market Assessment of Real Estate Assets

■

Access to BaseCamp

■

Development of the Strategic Retail Recruitment Plan

- Recruitment Strategy for New Retail and Restaurant Companies
- Provide Identification and Recommendation of Retail Prospects
- Recommendation of Site Locations for Retail/Restaurant Concepts
- Development of Marketing Materials
- Call List and Recruitment Updates
- Execution of Strategic Recruitment Plan
- Working with local property owners, developers and real estate professionals in order to facilitate retail growth, including On Demand Research/Analysis

- o Outreach to retail prospects with continuous updating of Retail Prospect List
- o Representation at national and regional retail real estate conferences

Year 2 & 3 \$30,000

Retail Strategies, for year two and three of the engagement, will provide updated research and continue on-demand research reports/analysis.

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Updated quantitative research and on-demand research reports/analysis

■

Updating of Strategic Retail Recruitment Plan

■

Updating of Retail Prospect List

■

Representation at national and regional retail real estate conferences

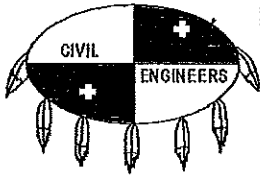
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Representation at national and regional retail real estate conferences

AGENDA COMMENTARY

Agenda Item No.
Meeting of July 23, 2015

Item Title:	Discussion, consideration, and possible action to approve and award bid no. F-25: Street Improvements on Evans Rd. at Highway 66 and allow the Mayor to sign all documents associated thereto.
Initiator:	Jeff Kouba, Public Works Director
Background:	
Exhibits:	Recommendation letter Bid Tabulation
Financial Impact:	\$837,631.00
Action:	<i>Staff Recommends: Award to Bishop Paving in the amount of \$837,631.00</i>



FOX ENGINEERING, INC., Civil Engineers

211 E STREET NW P.O. BOX 666
ARDMORE, OKLAHOMA 73402
PHONE 580-223-2319 FAX 580-223-2492
Email: foxengineering@sbcglobal.net

June 15, 2015

Jeff Kouba, Public Works Director
City of El Reno
P.O. Drawer 700
El Reno, Okla. 73036

Re: Letter of Recommendation for Bishop Paving
For Evans Road

Dear Jeff:

On June 10, 2015 at 2:00 pm a bid open was held at the City of El Reno Conference Room for Evans Road Paving. There were two contractors who bid on the job.

Bishop Paving of Oklahoma City was the low bidder in the amount of \$837,631.00.

At this time, I would recommend that Bishop Paving be awarded the project.

Should you have any questions, please contact me at your convenience.

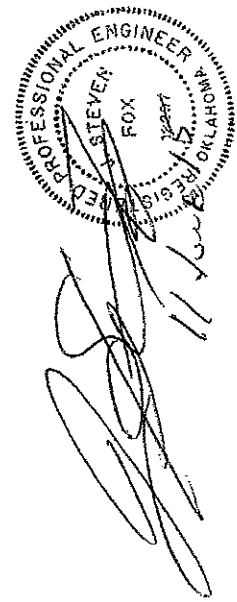
Yours Very Truly



J. Steven Fox, PE
Fox Engineering, Inc.

**BID SCHEDULE
PAVING AND DRAINAGE IMPROVEMENTS
EVANS ROAD
EL RENO, OKLAHOMA
2015**

ITEM	DESCRIPTION	UNIT	ENGINEER'S ESTIMATE			BISHOP PAVING			ALL ROADS PAVING		
			QUANT.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	MOBILIZATION	LS	1.0	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 15,000.00	
2	EROSION CONTROL	LS	1.0	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 15,697.50	\$ 15,697.50	\$ 9,000.00	\$ 15,697.50	
3	TRAFFIC CONTROL	LS	1.0	\$ 20,000.00	\$ 20,000.00	\$ 12,140.00	\$ 8,136.25	\$ 8,136.25	\$ 12,140.00	\$ 8,136.25	
4	EXISTING PIPE REMOVAL	EA	18.0	\$ 500.00	\$ 9,000.00	\$ 120.00	\$ 877.35	\$ 15,792.30	\$ 2,160.00	\$ 15,792.30	
5	PROCESS EXISTING BASE & SURFACE-METHOD 'D'	SY	6,507.0	\$ 8.00	\$ 52,056.00	\$ 3.00	\$ 6.99	\$ 45,483.93	\$ 19,521.00	\$ 45,483.93	
6	EXISTING FENCE REMOVAL	LF	1,100.0	\$ 2.00	\$ 2,200.00	\$ 1.70	\$ 5.36	\$ 5,896.00	\$ 1,870.00	\$ 5,896.00	
7	ASPHALT/CONCRETE PAVEMENT REMOVAL	SY	441.0	\$ 50.00	\$ 22,050.00	\$ 9.00	\$ 39.70	\$ 17,507.70	\$ 3,969.00	\$ 17,507.70	
8	RELOCATE MAIL BOX	EA	8.0	\$ 200.00	\$ 1,600.00	\$ 230.00	\$ 403.37	\$ 3,226.96	\$ 1,840.00	\$ 3,226.96	
9	EXCAVATION AND EMBANKMENT	CY	6,900.0	\$ 8.00	\$ 55,200.00	\$ 13.50	\$ 7.88	\$ 54,372.00	\$ 93,150.00	\$ 54,372.00	
10	8" FLY ASH SUBGRADE TREATMENT	SY	11,540.0	\$ 3.00	\$ 34,620.00	\$ 3.00	\$ 4.72	\$ 54,468.80	\$ 34,620.00	\$ 54,468.80	
11	FLY ASH	TON	525.0	\$ 65.00	\$ 34,125.00	\$ 73.00	\$ 54.50	\$ 28,612.50	\$ 38,325.00	\$ 28,612.50	
12	6" INTEGRAL CURB	LF	135.0	\$ 8.00	\$ 1,080.00	\$ 23.00	\$ 46.07	\$ 6,219.45	\$ 3,105.00	\$ 6,219.45	
13	2" TYPE 'B' ASPHALT SURFACE - ROADWAY	SY	10,858.0	\$ 8.25	\$ 89,578.50	\$ 9.25	\$ 10.25	\$ 111,294.50	\$ 100,436.50	\$ 111,294.50	
14	4" TYPE 'A' ASPHALT BASE - ROADWAY	SY	11,534.0	\$ 17.00	\$ 196,078.00	\$ 17.00	\$ 17.01	\$ 196,193.34	\$ 196,078.00	\$ 196,193.34	
15	6" TYPE 'A' AGGREGATE BASE - DRIVE APRON	SY	270.0	\$ 9.25	\$ 2,497.50	\$ 18.50	\$ 24.14	\$ 6,517.80	\$ 4,995.00	\$ 6,517.80	
16	8" TYPE 'A' AGGREGATE BASE DRIVE APRON	SY	1,457.0	\$ 12.00	\$ 17,484.00	\$ 18.50	\$ 24.14	\$ 35,171.98	\$ 26,954.50	\$ 35,171.98	
17	4" TYPE 'B' ASPHALT SURFACE - DRIVE APRON & TAPER	SY	322.0	\$ 17.00	\$ 5,474.00	\$ 36.50	\$ 11,753.00	\$ 6,163.08	\$ 11,753.00	\$ 6,163.08	
18	8" P.C. CONCRETE - DRIVE APRON	SY	985.0	\$ 65.00	\$ 64,025.00	\$ 45.00	\$ 52.78	\$ 51,988.30	\$ 44,325.00	\$ 51,988.30	
19	6" P.C. CONCRETE - DRIVE APRON	SY	239.0	\$ 55.00	\$ 13,145.00	\$ 41.00	\$ 44.86	\$ 10,721.54	\$ 9,799.00	\$ 10,721.54	
20	4" P.C. CONCRETE (MISCELLANEOUS)	SY	75.0	\$ 45.00	\$ 3,375.00	\$ 34.00	\$ 82.63	\$ 6,197.25	\$ 2,550.00	\$ 6,197.25	



21	24" AREA INLET	EA	1.0	\$ 1,200.00	\$ 1,200.00	\$ 6,575.00	\$ 6,575.00	\$ 3,150.00	\$ 3,150.00
22	17"x13" CAMPA	LF	325.0	\$ 35.00	\$ 11,375.00	\$ 42.00	\$ 13,650.00	\$ 88.12	\$ 28,639.00
23	21"x15" CAMPA	LF	287.0	\$ 38.00	\$ 10,906.00	\$ 50.50	\$ 14,493.50	\$ 91.13	\$ 26,154.31
24	24"x18" CAMPA	LF	113.0	\$ 40.00	\$ 4,520.00	\$ 56.50	\$ 6,384.50	\$ 93.72	\$ 10,590.36
25	35"x24" CAMPA	LF	144.0	\$ 42.00	\$ 6,048.00	\$ 98.50	\$ 14,184.00	\$ 101.91	\$ 14,675.04
26	22"x13" RCPA	LF	52.0	\$ 50.00	\$ 2,600.00	\$ 114.00	\$ 5,928.00	\$ 118.87	\$ 6,181.24
27	28"x18" RCPA	LF	50.0	\$ 65.00	\$ 3,250.00	\$ 118.00	\$ 5,900.00	\$ 135.51	\$ 6,775.50
28	36"x22" RCPA	LF	196.0	\$ 75.00	\$ 14,700.00	\$ 136.00	\$ 26,656.00	\$ 142.37	\$ 27,904.52
29	END TREATMENT FOR 17"x13" CAMPA	EA	8.0	\$ 1,100.00	\$ 8,800.00	\$ 1,730.00	\$ 13,840.00	\$ 1,600.02	\$ 12,800.16
30	END TREATMENT FOR 21"x15" CAMPA	EA	8.0	\$ 1,500.00	\$ 12,000.00	\$ 1,755.00	\$ 14,040.00	\$ 1,600.02	\$ 12,800.16
31	END TREATMENT FOR 24"x18" CAMPA	EA	2.0	\$ 2,000.00	\$ 4,000.00	\$ 1,767.00	\$ 3,534.00	\$ 1,600.02	\$ 3,200.04
32	END TREATMENT FOR DBLE 35"x24" CAMPA	EA	2.0	\$ 2,400.00	\$ 4,800.00	\$ 2,250.00	\$ 4,500.00	\$ 1,600.02	\$ 3,200.04
33	END TREATMENT FOR 22"x13" RCPA	EA	2.0	\$ 1,800.00	\$ 3,600.00	\$ 1,935.00	\$ 3,870.00	\$ 1,600.02	\$ 3,200.04
34	END TREATMENT FOR 28"x18" RCPA	EA	2.0	\$ 2,300.00	\$ 4,600.00	\$ 2,055.00	\$ 4,110.00	\$ 1,600.02	\$ 3,200.04
35	END TREATMENT FOR DBLE 36"x22" RCPA	EA	4.0	\$ 3,500.00	\$ 14,000.00	\$ 2,320.00	\$ 9,280.00	\$ 1,530.86	\$ 6,123.44
36	END TREATMENT FOR DBLE 22"x13" RCPA	EA	2.0	\$ 3,000.00	\$ 6,000.00	\$ 2,115.00	\$ 4,230.00	\$ 1,530.86	\$ 3,061.72
37	SODDING	SF	34,500.0	\$ 0.35	\$ 12,075.00	\$ 0.25	\$ 8,625.00	\$ 0.24	\$ 8,280.00
38	SEEDING	AC	2.80	\$ 1,200.00	\$ 3,360.00	\$ 5,800.00	\$ 16,240.00	\$ 2,484.00	\$ 6,955.20
39	STAKING	LS	1.0	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,475.00	\$ 7,475.00
				TOTAL	\$781,422.00		\$ 837,631.00		\$ 889,026.99

AGENDA COMMENTARY

Agenda Item No. ____
Meeting of July 23, 2015

Item Title:	Discussion, consideration, and possible action to award bid no. F-33; Removal of Structures and Debris located in: 411 W. Hayes, 1403 S. Evans Ave., 1402 S. Jensen Ave., 113 N. Moore, 515 S. Bickford Ave., 509 S. Bickford Ave., and 109 E. Cooney, all in El Reno City Limits.
Initiator:	Shelly Dalla Rosa, Code Enforcement Officer
Background:	<p>Most of these properties were condemned at the February 10, 2015 City Council meeting. Three of these properties were part of a purchase agreement involving the city.</p> <p>The house at 109 S. Cooney and the 509 S. Bickford have been sold and will be removed from the property no later than August 15, 2015.</p>
Exhibits:	Bid Tabulation - highlighted in Yellow is the lowest bid. Highlighted in blue is the local vendor 5% met. The 5% Difference is how the 5% of the lowest bid would be and the 5% Range is how much the next bid could have to meet that 5% local vendor arrangement.
Financial Impact:	Minimal staff time was spent on this item. The publication cost associated with the demolition and bid request is estimated at \$150 - \$250. Titles searches were \$60 per property.
Action:	<i>Staff recommends: Award bids as deemed necessary</i>

	411 W. Hayes	1403 S. Evans	1402 S. Jensen	113 N. Moore	515 S. Bickford	509 S. Bickford	109 E. Cooney	Total	
Diamond	\$3,500.00	\$2,900.00	\$2,950.00	\$2,500.00	\$7,500.00	\$4,120.00	\$3,140.00	\$26,510.00	OKC, OK
MW Wrecking	\$7,845.00	\$4,700.00	\$4,710.00	N/A	\$12,865.00	\$5,832.00	\$4,640.00	\$40,592.00	OKC, OK
Stevenson Septic	\$4,600.00	\$3,350.00	\$3,150.00	\$2,850.00	\$6,250.00	\$4,050.00	\$3,050.00	\$25,000.00	El Reno, OK
Bob Hufnagle								\$58,800.00	Okarche, OK
D&R Fast Fuse								\$88,800.00	Howe, OK
Broughton	\$9,375.00	\$3,523.00	\$3,468.00	\$4,866.00	\$9,640.00	\$4,616.00	\$3,819.00	\$39,307.00	Pawhuska, OK
RMR LLC	\$3,450.00	\$1,950.00	\$1,950.00	\$3,650.00	\$5,400.00	\$3,450.00	\$3,250.00	\$23,100.00	Calumet, OK
Total Demolition	\$8,307.00	\$3,890.00	\$4,185.00	\$6,760.00	\$8,611.00	\$2,512.00	\$2,000.00	\$36,265.00	Edmond, OK
Pro Trim	N/A	\$7,000.00	\$7,000.00	N/A	N/A	N/A	N/A		Yukon, OK
Bakers Bucket	\$3,985.00	\$2,500.00	\$2,500.00	\$3,100.00	\$5,490.00	\$2,690.00	\$2,590.00	\$18,990.00	El Reno, OK
K&M Dirt Service	\$5,434.00	\$3,938.00	\$3,200.00	\$3,830.00	N/A	\$4,669.00	\$2,900.00	\$23,971.00	OKC, OK

509 S. Bickford & 109 E. Cooney have been sold and will be moved by August 15th.

5% Difference	\$ 172.50	\$ 97.50	\$ 97.50	\$ 125.00	\$ 270.00
5% Range	\$ 3,622.50	\$ 2,047.50	\$ 2,047.50	\$ 2,625.00	\$ 5,670.00