



<p><b>Client:</b> City of Norman 1311 DaVinci P.O. Box 370 Norman, OK 73069</p> <p><b>Attn:</b> Shawn O'Leary, P.E. Public Works Director</p>	<p><b>FNI Project No.:</b> NRN17290</p> <p><b>Client Contract Ref.:</b></p> <p><b>Date:</b> June 7, 2017</p>	
<p><b>Project Description:</b> Stormwater Funding Study – Phase 2</p>		
<p><b>Description of Services Added/Deleted:</b> See Attachment A.</p> <p><b>Deliverables:</b> See Attachment A.</p>		
<p><b>Compensation shall be adjusted as follows:</b> Basic Services: \$86,800 Special Services: See Attachment C</p>		
	<p><b>Original Contract</b></p>	<p>\$25,000</p>
	<p><b>Amended Amount</b></p>	<p><b>\$86,800</b></p>
	<p><b>Revised Total Contract</b></p>	<p>\$111,800</p>
<p><b>Schedule shall be adjusted as follows:</b> See Attachment B</p>		

**The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.**

- A contract modification will be submitted.
- This Contract Change Authorization will serve as contract modification.

**FREESE AND NICHOLS, INC.:**

BY: \_\_\_\_\_  
Tricia H. Hatley, P.E.  
Print or Type Name

TITLE:     Vice-President    

DATE:     June 7, 2017    

**CLIENT:**

BY: \_\_\_\_\_  
\_\_\_\_\_  
Print or Type Name

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachment A, Scope of Services**  
**City of Norman Stormwater Management Funding Study – Phase 2**

The purpose of the Stormwater Management Funding Study – Phase 2 (Study) is to provide a framework for the development and implementation of an equitable and effective funding program for stormwater management within the City of Norman. The Study will build from prior City efforts and community input related to the development of a stormwater management program, including identification of a reliable funding approach for identified services.

The recommended funding approach will be guided from feedback obtained through a Council-appointed Stormwater Steering Committee, as well as direct community engagement. This study is the second of two phases – an initial funding evaluation was conducted in May 2017 as Phase 1.

All Basic and Special Services listed below are recommended for the successful implementation of a dedicated stormwater funding mechanism. Basic Services are minimum activities recommended for the City to engage FNI for professional services for functional support. Special Services are core activities FNI is experienced and prepared to assist the City upon request, but that the City may choose to conduct without FNI involvement.

**STORMWATER FUNDING DEVELOPMENT STUDY - PHASE 2**

**BASIC SERVICES**

The scope below contains the baseline collection of relevant information for the Steering Committee to develop recommendations for the funding approach for stormwater management in Norman. The scope includes Steering Committee meetings, City staff coordination and meetings, public outreach and feedback gathering, and stormwater funding model creation, and development of Steering Committee funding recommendations.

**Task 2.1 Stormwater Funding Model Development**

FNI will develop a stormwater funding model for Steering Committee evaluation. FNI will develop a stormwater utility fee structure model based on available information to allow for fee structure considerations. Where data has not already been collected, FNI will coordinate with the City obtain from the City digitized layers of mapped parcels and relevant attribute data to prepare the data for stormwater funding model development.

FNI will provide the user the ability to create and modify model scenarios to find preferred fee structure and calculation methodology based on the user’s selection of parameters. Parameters included in the model will be based on feedback received in Phase 1 of the Stormwater Funding Study and from existing available data in the City. Outputs will include fee structure, monthly rates for selected example rate payers, and searchable City-wide data to evaluate rate

effects of different model options. A working model will be made available for each Steering Committee member's use.

FNI will maintain and modify the stormwater funding model to incorporate continuing feedback from City staff, the Steering Committee, the community, and City Council. The functionality of the funding model is intended to include allowing for on-the-fly evaluations of stormwater service, funding source, and funding structure variations to identify the preferred funding and service approach.

### **Task 2.2 Stormwater Funding Model Working Meetings**

FNI will prepare agendas, attend, and facilitate two (2) Steering Committee meetings. The FNI team will facilitate meeting discussions of the Steering Committee with a goal of meeting the Council-identified mission for the Committee. FNI will prepare a meeting summary and distribute to participants within five (5) working days after each meeting.

FNI will draft a funding model based on input received in the Phase 1 Stormwater Funding Study to identify, consider, and select preferred funding scenarios using the Stormwater Funding Evaluation Model. A walkthrough of the funding model will be provided to the Committee to show the funding source options, funding source structure variables, and cost allocation options. FNI will train the Committee how to manipulate the model through what-if scenarios to develop preferred funding and service options.

FNI will modify the model based on feedback from the first Steering Committee meeting in preparation for subsequent Committee meetings to allow for additional variable considerations and alternative scenarios for consideration. FNI will notify the City and Steering Committee if additional time or effort outside the normal scope of this contract are required to achieve the requested model adjustments. Example effort considered outside the scope of the basic services of this contract would include field inventory/assessment of unmapped features relevant to requested model scenarios.

FNI will conduct conference calls with the City staff to provide updates on Study activities and plan for upcoming Committee meetings. FNI will prepare a meeting summary and distribute to participants within three (3) working days after each meeting.

### **Task 2.3 Preparation of Funding Recommendations for Public Consideration**

Committee model outputs will be consolidated into a selection of draft recommendations for public consideration. FNI will coordinate with City staff and the Steering Committee to create and/or provide funding information in a format for general community evaluation and feedback.

## **SPECIAL SERVICES**

The following services are recommended to be conducted as part of the stormwater funding study and will be provided upon written request of the City.

### **Task S.1 Community Outreach Planning and Coordination**

FNI will coordinate with the City to establish a communication approach with the general community to provide Study updates and obtain feedback. A community outreach plan will be developed identifying outreach mechanisms, such as surveys, a web site, social media, traditional media, community meetings, and other related public outreach mechanisms. The plan will identify outreach strategies, schedule, and progress tracking metrics.

FNI will prepare a summary report with findings from community feedback obtained via public outreach mechanisms. FNI will provide the summary report to City staff and the Steering Committee for review and consideration.

### **Task S.2 Study Web Site**

A Study web site or web page on the City's official web site will be established and maintained to provide Study schedule and content updates. FNI will provide content for the web site for City upload if maintained on the City's web site. FNI will provide and maintain the web page if the Study project web page is hosted by FNI.

### **Task S.3. Initial Community Survey**

FNI will contract with ETC to develop a community survey to obtain feedback about stormwater management understanding, expectations, priorities and funding preferences. The FNI team will coordinate with City staff to develop the survey questionnaire.

### **Task S.4. Final Community Survey**

FNI and ETC to develop a community survey to obtain feedback about the Steering Committee's draft stormwater management funding recommendations. The FNI team will coordinate with City staff to develop the survey questionnaire.

### **Task S.5 Community Meeting**

FNI will coordinate with City staff to prepare for and facilitate a community meeting to provide educational information about stormwater management needs and funding options to the public. FNI will engage the community and obtain feedback in the meeting about the community's stormwater management expectations, priorities, and initial funding preferences. The City will be responsible for securing a suitable meeting location

### **Task S.6 Targeted Community Meetings**

FNI will coordinate with City staff to prepare for and facilitate a general community meeting and up to four (4) targeted community meetings to obtain feedback about the Steering Committee's draft stormwater management funding

recommendations. FNI will engage the community and obtain feedback in the meeting about the community's stormwater management expectations, priorities, and feedback on Steering Committee funding recommendations. The City will be responsible for securing facilities for the community meeting and selecting and coordinating with targeted communities for targeted meetings. Examples of targeted meetings may include the business community, development community, University of Oklahoma students, rural residents, or other subsets of the general community identified by City staff. Meetings will be held on the same or consecutive days to reduce expenses.

**Task S.7 Initial Fee Billing Evaluation**

FNI will meet with City staff to review draft funding mechanisms to identify approaches for fee assessments to stormwater system users. FNI will coordinate with City staff to obtain current utility billing records to initiate steps for integration of potential stormwater user fees.

**Task S.8 City Council Briefings**

FNI will assist City staff and the Steering Committee to prepare supporting documentation for recommendations to City Council by the Committee in up to two (2) City Council briefings. FNI will attend each City Council meeting and present and/or be available to provide input at the request of City Council, the Steering Committee, and/or City staff.

**Task S.9 Stormwater Management Program Funding Study Report**

FNI will deliver a report that documents the basis and approach for the stormwater management funding study and the development of the City's stormwater utility fee. FNI will provide the City with three (3) hard copies and one (1) electronic file of the draft report upon completion of the project. Upon receipt of the City's final comments, FNI will finalize the report and deliver five (5) hard copies and one (1) electronic file to the City.

**Task S.10 Prepare for Public Vote**

FNI will coordinate with City staff to develop and provide supporting documentation necessary to prepare for a public vote on the proposed stormwater management funding proposition.

FNI will coordinate with City staff to develop initial content for the Study web site, social media, and print media for the City's use in informing the community about the proposed stormwater management funding proposition vote. FNI will provide content for the web site for City upload if maintained on the City's web site. FNI will provide and maintain the web page if the Study project web page is hosted by FNI. The City will be responsible for printing of mailers, handouts and other printed materials, as well as coordination with local media for news stories or interviews.

**Task S.11 Stormwater Utility Billing Integration**

FNI will meet with City staff two (2) times at City offices to develop an approach to integrate stormwater utility information for each property into the City's utility billing system for the purpose of assigning a site-specific stormwater utility fee to individual utility accounts. FNI will provide a dataset of complete stormwater utility billing data to the City for batch upload into the utility billing system. Coordination with the City's utility billing system software vendor is often beneficial for this effort. FNI will coordinate through the City with the utility billing vendor as appropriate. Services rendered by the utility billing vendor for this effort are not included in this scope and budget and are the responsibility of the City. Often, the effort requested from the utility vendor falls within a standard existing utility billing system maintenance contract between the vendor and the City.

**Task S.12 Stormwater Utility Fee Data Maintenance Methodology**

FNI will coordinate with the City to develop a data maintenance approach for a stormwater utility fee. This will include maintenance of data through project development to keep dataset current. FNI will develop and deliver standard operating procedures for use by the City.

**Task S.13 Go-live Support Services**

FNI will provide up to 160 hours of follow-on services to support City staff with initial implementation of the stormwater utility fee, including assistance with responding to community inquiries, evaluating appeals, streamlining procedures, and other related activities as requested.

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Public information meetings, in addition to the public meetings included in Attachment A.
- B. Information meetings and workshops with city councils, commissions and committees, in addition to those specifically included in Attachment A.
- C. Field surveying required for the preparation of designs and drawings.
- D. GIS mapping services or assistance with these services, in addition to those specifically included in Attachment A.
- E. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- F. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- G. Providing renderings, model, and mock-ups requested by the OWNER.
- H. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- L. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

- M. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- N. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- O. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- P. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.



**Attachment B, Schedule  
Norman Stormwater Funding Study**

**SCHEDULE**

START DATE: June, 2017

BASIC SERVICES DURATION: Approximately 4 months from Phase 2 NTP

SPECIAL SERVICES DURATION: Approximately 6 months from completion of Basic Services

**Attachment C, Compensation  
Norman Stormwater Funding Study – Phase 2**

- A. **Basic Services:** Compensation to FNI for the Basic Services in Attachment A shall be the lump sum of Eighty Six Thousand Eight Hundred Dollars (\$86,800.00).
- B. **Special Services:** Compensation to FNI for the Basic Services in Attachment A shall be the not-to-exceed fee shown herein for the services selected by the City. No effort or expense shall be incurred for Special Services without prior written request of the City, in addition to authorization of this Agreement.

S.1.	Community Outreach Planning and Coordination	\$8,200.00
S.2.	Web Site	\$9,470.00
S.3.	Initial Community Survey	\$21,900.00
S.4.	Final Community Survey	\$21,900.00
S.5.	Community Meeting and Meeting Prep	\$13,820.00
S.6.	Targeted community meetings (4) and Meeting Prep	\$15,500.00
S.7.	Initial Fee Billing Evaluation	\$7,500.00
S.8.	City Council Briefings (2)	\$9,000.00
S.9.	Stormwater Program Funding Study Report	\$12,750.00
S.10.	Prepare for Public Vote	\$21,760.00
S.11.	Stormwater Utility Billing Integration	\$32,150.00
S.12.	Stormwater Utility Fee Data Maintenance Methodology	\$21,110.00
S.13.	Go-live Support Services	\$26,140.00

If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Special or Additional Services in Attachment A or D, respectively, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges. Should the Client request special or additional services, as described in Attachments A or D, the City will provide in writing notice for the initiation of such service.