

CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, February 27, 2024 at 6:30 PM

AGENDA

AMENDED

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT MEETING MINUTES OF FEBRUARY 2, 2022

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 31, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF NOVEMBER 21, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF DECEMBER 19, 2023

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF FEBRUARY 15, 2024

AWARDS AND PRESENTATIONS

2. PRESENTATION OF A CIVILIAN SERVICE MEDAL AND CERTIFICATE TO MS. KRISTI STUBBS FOR HER OUTSTANDING PERFORMANCE AND TEAMWORK WITH THE NORMAN POLICE DEPARTMENT.

PROCLAMATIONS

3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-23: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MONDAY, APRIL 22, 2024, AS EARTH DAY AND MARCH 22 THROUGH MAY 19, 2024, AS GREEN NORMAN ECOMONTH IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 24 be placed on the consent docket.

First Reading Ordinance

- 4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).

- 5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-45 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Reports/Communications

- 6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JANUARY, 2024.

- 7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JANUARY 31, 2024, AND DIRECTING THE FILING THEREOF.

Easement

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-129, E-2324-130, AND E-2324-131: EASEMENTS FOR PUBLIC ROADWAY, DRAINAGE & UTILITY RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION DONATED BY THE JUDITH ANN FLOYD TRUST AND PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENT FROM THE CITY OF NORMAN TO THE FLOYD TRUST, ALL FOR THE ROCK CREEK ROAD IMPROVEMENT PROJECT.

Contracts

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1415-134: BY AND BETWEEN THE CITY OF NORMAN AND MESHEK AND ASSOCIATES, FOR THE LOWER IMHOFF CREEK STABILIZATION PROJECT AND APPROVAL OF THE FUND TRANSFER AS DETAILED IN THE STAFF REPORT.

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-92: BY AND BETWEEN THE CITY OF NORMAN AND PITZER'S LAWN MANAGEMENT INC., FOR EMERGENCY SNOW TREATMENT SERVICES.

11. CONSIDERATION OF APPROVAL, ADOPTION, AWARD, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-38 AND CONTRACT K-2324-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC., IN THE AMOUNT OF \$201,132.36 FOR THE ROCK CREEK AND WARD 7 SIDEWALK PROJECT, PERFORMANCE BOND B-2324-38; STATUTORY BOND B-2324-39; MAINTENANCE BOND MB-2324-35, AND RESOLUTION R-2324-85 GRANTING TAX-EXEMPT STATUS.

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-119: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$313,822 FOR ENGINEERING SERVICES FOR THE TECUMSEH ROAD WATER LINE REPLACEMENT BETWEEN 24TH AVENUE NW AND JOURNEY PARKWAY.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-130: BY AND BETWEEN THE CITY OF NORMAN AND MTS BRUSHHOGGING, DOZER & LAWN, L.L.C., FOR EMERGENCY SNOW REMOVAL.

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-132: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND VODA, INC., IN THE AMOUNT OF \$55,800 FOR CONSULTING SERVICES FOR DESKTOP WATER LINE CONDITION ASSESSMENT AND LEAD SERVICE LINE MODELING SERVICES.

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-136: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND BURGESS ENGINEERING AND TESTING FOR ON-CALL CONSTRUCTION TESTING SERVICES.

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-139: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND GEOCAL INC. FOR ON-CALL CONSTRUCTION TESTING SERVICES.

17. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-144: A PROJECT MAINTENANCE, FINANCING AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6724(0)AG, STATE JOB 36724(04), TO PROVIDE SIDEWALK INSTALLATION ALONG 12TH AVENUE NE AND BROOKS STREET AND RESOLUTION R-2324-122.

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2324-145: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN AND FLINT HILLS HOMEOWNERS ASSOCIATION, INC. FOR \$5,000 ALLOWING PLACEMENT AND MAINTENANCE OF IRRIGATION, SIGNAGE AND LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY.

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2324-147: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN AND NOUN HOTEL, LLC FOR \$4,250 ALLOWING PLACEMENT AND MAINTENANCE OF PAVING, LANDSCAPING, ARTWORK AND SEATING WITHIN THE PUBLIC RIGHT-OF-WAY.

WCC Court Order

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-118: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY CARL TOMCZAK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *CARL TOMCZAK V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-07388 P; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

Resolutions

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-121: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING A REVISION OF THE PUBLIC TRANSPORTATION TITLE VI PROGRAM OF THE 1964 CIVIL RIGHTS ACT.

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-124: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,442.57 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-127: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA SUPPORTING THE ABSENTEE SHAWNEE TRIBE'S PURSUIT OF TRIBAL TRANSPORTATION PROGRAM BRIDGE FUNDS.

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-128: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA FOR THE APPROPRIATION OF EXISTING SURETY DEFERRAL FUNDS IN THE AMOUNT OF \$74,702.20 FROM DEERFIELD ADDITION, SECTION 6, TO THE ROCK CREEK ROAD WIDENING PROJECT – QUEENSTON AVENUE TO 24TH AVENUE NE.

Public Hearings

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-125: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDUCTING AND CLOSING A PUBLIC HEARING TO DETERMINE THE APPROPRIATE ACTION FOR ABATEMENT OR CONDEMNATION OF 3104 WOODCREST CREEK DRIVE, NORMAN, OKLAHOMA, AS A PUBLIC NUISANCE; AND ORDER CITY SERVICES TO BE DISCONNECTED FOR A PERIOD OF SIX MONTHS.

NON-CONSENT ITEMS

26. CONSIDERATION AND AWARDED OF THE BID FOR THE PURCHASE OF \$16,000,000 GENERAL OBLIGATION BONDS, SERIES 2024A OF THE CITY OF NORMAN, OKLAHOMA, AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2324-44 UPON FIRST, SECOND, AND FINAL READING: AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024A IN THE SUM OF \$16,000,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY

Second Reading Ordinance

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), AND THIRTY-EIGHT (38) OF THE STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (305 E. BOYD STREET)

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) AND THIRTY-ONE (31) OF STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (221 E. BOYD STREET)

30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-124: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND HIGH FLYER HOLDINGS, INC., IN THE AMOUNT OF \$940,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 5451 HUETTNER DRIVE, PLUS CLOSING COSTS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE TRANSACTION; AND APPROPRIATION OF GENERAL FUND BALANCE.

MISCELLANEOUS COMMENTS

This is an opportunity for citizens to address City Council. Due to Open Meeting Act regulations, Council is not able to participate in discussion during miscellaneous comments. Remarks should be directed to the Council as a whole and limited to three minutes or less.

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

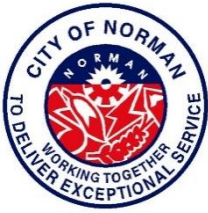
CITY COUNCIL OVERSIGHT MEETING MINUTES OF FEBRUARY 2, 2022

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 31, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF NOVEMBER 21, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF DECEMBER 19, 2023

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF FEBRUARY 15, 2024



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT MEETING MINUTES OF FEBRUARY 2, 2022

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 31, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF NOVEMBER 21, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF DECEMBER 19, 2023

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF FEBRUARY 15, 2024



CITY OF NORMAN, OK
CITY COUNCIL OVERSIGHT COMMITTEE MEETING
 Municipal Building, Executive Conference Room, 201 West Gray, Norman,
 OK 73069
 Thursday, February 10, 2022 at 4:00 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

Chairman Hall called the meeting to order at 4:07 p.m.

ROLL CALL

PRESENT

Chairman Councilmember Ward 4 Lee Hall

Councilmember Ward 1 Brandi Studley

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 7 Stephen Holman

ABSENT

NONE

OTHER STAFF PRESENT

Mr. Anthony Purinton, Assistant City Attorney I

Ms. Lisa Webb, Administrative Tech III

Mr. Rick Knighton, Assistant City Attorney III

Ms. Cinthya Allen, Chief Diversity & Equity Officer

Ms. Jane Hudson, Director of Planning & Community Development

Mr. Shawn O’Leary, Director of Public Works

Mr. Jason Smith, Assistant Fire Chief

Ms. Lisa Krieg, CDBG/Grants Manager

OTHERS PRESENT

Ms. Cristina Owen, Chairman of Human Rights Commission

Ms. Ashley Morrison, Consultant

Ms. Ali Quilitzsch, Norman Regional Hospital

AGENDA ITEMS

1. DISCUSSION REGARDING THE CREATION OF THE CITY OF NORMAN DIVERSITY ROUNDTABLE.

Chairman Hall said the Diversity Roundtable item last appeared on the agenda of the Oversight Committee on August 21, 2021. The Boards and Commissions review has been ongoing for over two years but due to the pandemic this Committee was not able to discuss it again until March 12, 2020. It was discussed again on April 8, 2021, but no action was taken.

The following are reasons that a review of the Boards and Commission structure is needed:

1. Number of Boards and Commissions needs to be reduced and/or consolidated
2. Efficient use of staff and member’s time
3. Review of the structure of Boards and Commissions (i.e., how many terms to serve, how many members are needed for a workable group, etc.)
4. Ward representation
5. Expand community participation

While the Boards and Commissions discussion continues, staff is currently working on an entire recodification of City code. This will be a lengthy process before going to the City Council. Regardless of what is decided today with the Diversity group, the review of the current Boards and Commissions will take considerably more time to complete.

At the August, 2021, meeting, there was a recommendation given from the Human Rights Commission regarding the creation of a Diversity Roundtable.

Ms. Cinthya Allen, Chief Diversity & Equity Officer, along with Mr. Anthony Purinton, Assistant City Attorney, presented the information regarding the Diversity Roundtable.

Ms. Allen began the presentation by identifying the guiding star not just for the City of Norman workforce, but for our community and explained how to be part of the solution. Balance is needed in everything we do and education bridges our gaps in understanding. As a community we value diversity and education and access are keys to our success. We want everyone in the City of Norman to have quality of life and hold

the City accountable. Mr. Purinton has done important work to guide us on how accomplish these goals within the legal framework.

Mr. Purinton said the Oversight Committee previously recommended staff review the proposal and recommendation from the Human Rights Commission. The proposal was developed around the problem and not necessarily what may be legal in mind so we had to look at the key components and build a structure to that end.

Virtual meetings are not allowed under the Open Meetings Act. However, virtual meetings could be important in responding to an emergency situation within the marginalized communities that we are trying to serve. By organizing this Diversity group as a Committee, the Oklahoma Meetings Act would not allow these virtual meetings to happen. Utilizing virtual meetings is an important component in serving the community.

Mr. Purinton said Council Members should keep the Open Meetings Act guidelines in mind while deciding how to move forward with this group. Outside of an open meeting, ideas cannot be shared and discussed without violating the Open Meetings Act. Members of marginalized communities would be hindered due to the Open Meetings Act by not being able to discuss what is considered City business outside of an open meeting.

The Open Meetings Act exists to provide transparency within our government boards and committees, how do we value that, but not hinder the marginalized communities we are trying to serve?

Ordinance requirements such as Mayor Appointments to the Committee could become political. Would we rather have that or the ability to choose members of this Diversity group in other ways?

Mr. Purinton said, based on the current proposal, staff does not have anything that could be translated into an Ordinance or City Code. City staff would need to work out the details and create a Mission Statement. This could prove difficult and once codified it is not easily changed. The Diversity group was meant to be flexible and if you codify, you lose the flexibility. Utilizing the Roundtable format would allow the Board itself to define their mission. The proposal, as presented, does not have the enumerated requirements and functions of the group because it is meant to be flexible and open ended.

One of the biggest goals of this Diversity group is to elevate marginalized people to serve in these types of groups and we also want people in these marginalized groups to serve on other Boards and Commissions to share their viewpoint in other areas of City business. (i.e., Planning Commission or the Greenbelt Commission.) We should avoid putting anyone in a position of only being able to be involved in one group. If we choose to make this Diversity group a Board or Commission, they would be limited in their capacity to serve on other Boards and Commissions based on current City Code. Lastly, the intent of the Boards and Commissions review is to limit and/or reduce the number of Boards and Commissions.

If this Diversity group moves forward as proposed, we would be adding another group and utilizing more City staff time. There would be less City Staff time involved if this group is organized as a Roundtable group versus a Committee.

Ms. Allen stated that staff and Council must look at the purpose for this group and include all areas of diversity. This would include not just race but accessibility, LGBTQ, Cultural, etc., to be eligible to be members of this group. We need to serve all of our community and include everyone. One of the reasons for this group is to reduce barriers, increase engagement, increase quality of life, enhance vibrancy, showcase diversity and increase tourism for the City of Norman.

Hosting bi-monthly meetings would keep this group relevant. The Cohort would serve in a two year timeline. The two year timeline to serve in this group is important because the idea is to have a revolving door of people, learning and then going out and sharing and then having new people coming in and doing the same. People would learn how City Hall functions and about the departments and then go out and share this with their communities and families. We would have an open application process that would be posted so anyone would have access to it and include a rubric and this would be processed and hosted through the Diversity and Equity Office. It is very important that this process is transparent and open to everyone.

The content of the meetings would be a two way conversation. We need to find out what barriers there are in their communities and what is going well and what we need to fix. We need to provide information in the meetings from each department and other agencies and how the departments are doing their business and what projects they are working on. Providing empowerment and education is vital to the success of this group. This proposal in front of you is to have actionable pieces, to have measurable results and come away from these Cohorts and say we have initiatives come through and that we have people apply for membership to the group, etc.

Mr. Purinton said we appreciate Ashley Morrison for providing the original proposal and the Human Rights Commission for their support. This is not about who wins or comes out on top, this is about how we are going to serve our community in an inclusive way that is thorough and transparent.

Councilmember Holman wanted to know if Tulsa's Diversity group is set up like a Committee and has to follow the Open Meetings Act.

Mr. Purinton said he cannot speak for the city of Tulsa but in the city of Norman we have adopted an Ordinance that all Boards and Commissions have to follow the Open Meetings Act. We cannot exclude just one group from doing this. The paths forward whether this is a Commission or a Roundtable are the same.

Councilmember Holman wanted to know if they could have meetings anytime.

Mr. Purinton said the whole group could meet anytime, anywhere if this is kept in a Roundtable format. The Roundtable group could have a food drive or outreach activities based on what is needed in the community and respond quickly as needs arise rather than be restricted due to the Open Meetings Act regulations. This is the reason that we approached this group this way and with this structure.

Councilmember Studley asked if the Diversity group had recommendations, how would those recommendations get before the Council if the group is not an official Committee or Board. If the majority of the Diversity group votes to do something, how would they move forward if City staff did not approve.

Ms. Allen stated that not having to bring everything before Council is a benefit because the group can decide to take action based on what is needed in the community and run with it.

Mr. Purinton stated that members of this Roundtable are going to have direct access to Council Members and Council Members can then bring those items forward for consideration. Their recommendations can go through the Human Rights Commission to Council as well. The ideas brought forth by this Roundtable are not in danger of being ignored or not acted upon.

Councilmember Studley felt this group should only be about race and should not include the other marginalized communities. She said the other marginalized groups already have other committees representing them and do not have a place in this Diversity group as it was supposed to be about the inequality of race in our community.

Ms. Allen said that we do already have a community group for ADA but not for LGBTQ, except for the City Staff groups being formed. The race element is very important but she asked the question, how can we do this in an inclusive way? This group should include race, gender, etc, the entire definition of inclusivity.

Councilmember Schueler was concerned the group would not have a pathway to Council if the group is kept informal. She also wanted to look more at the application process for selecting members of this group. She was concerned that by allowing the Diversity and Inclusivity Office to be in charge of the selection process for members, this could end up with one person deciding who serves on the Diversity Roundtable or Commission.

Ms. Allen said that it would not be just one person deciding on membership and that she would seek out Council input for Roundtable appointments. She felt that it would be important to stick with the application process and be transparent in all aspects. She said staff will look to Legal for guidance on this issue.

Councilmember Schueler asked if the Diversity group has an end date or a sunset. She felt it should be something that is permanent for the City of Norman and not a temporary group.

Chairman Hall said ad hoc committees are the only groups that have sunset dates not Roundtable groups.

Councilmember Schueler was concerned that if we go in the direction of forming a Committee for this purpose, the Boards and Commissions review that is currently underway through the Oversight Committee could potentially delay the start of the Diversity group.

Councilmember Studley, Holman, Schueler and Chairman Hall were in favor of moving toward a Roundtable format for now with the intent that it would eventually become a Commission.

Items submitted for the record:

- 1. Staff Recommendation for Diversity Roundtable Memorandum
- 2. Power Point presentation titled, City of Norman, Diversity Roundtable

* * * * *

2. STAFF REPORT ON HOMELESS ACTIVITY.

Chairman Hall presented the written report on Homeless Activity and said there will be a City Council presentation on February 15, 2022, with the Home Base Group that will address the public engagement piece and surveys that were done.

Ms. Lisa Krieg, CDBG/Grants Manager, said staff has received the Strategic Plan and are happy with it. She said the Home Base team will be doing this virtually and the report will be emailed out to Council prior to the next meeting.

Chairman Hall said even with the cold snap last week we have been able to accommodate all people that needed shelter. The Emergency Shelter will stay open even during the transition to a different location.

Chairman Hall said Council is sensitive to the needs of the city's unhoused neighbors but also the businesses being impacted by the current location of the shelter and are searching for a new location but are committed to keeping the shelter open.

Items Submitted for the Record:

- 1. Shelter Quarterly Report (Homelessness Update)

* * * * *

ADJOURNMENT

The meeting was adjourned at 6:02 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL SESSION

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, October 31, 2023 at 4:30 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

PRESENT

- Mayor Larry Heikkila
- Councilmember Ward 2 Lauren Schueler
- Councilmember Ward 3 Bree Montoya
- Councilmember Ward 4 Helen Grant
- Councilmember Ward 5 Michael Nash
- Councilmember Ward 6 Elizabeth Foreman
- Councilmember Ward 7 Stephen Holman
- Councilmember Ward 8 Matthew Peacock

ABSENT

- Councilmember Ward 1 Austin Ball

AGENDA ITEMS

1. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(4) TO DISCUSS PENDING CLASS ACTION LITIGATION AGAINST 3M COMPANY AND E.I. DUPONT DE NEMOURS AND COMPANY AND OTHER DEFENDANTS INVOLVING PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) CONTAMINATION IN IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION, MDL NO. 2:18-MN-2873, UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The Special Session was adjourned out of at 4:37 p.m. and an Executive Session was convened.

Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; and Mr. Rick Knighton, Assistant City Attorney, were in attendance in the Executive Session.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The Executive Session was adjourned out of at 5:55 p.m. and the Special Session was reconvened.

Pending class action litigation against 3m Company and E.I. Dupont De Nemours and Company and other defendants involving Per- And Polyfluoroalkyl Substances (PFAS) contamination Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-Mn-2873, United States District Court, District of South Carolina, was discussed in Executive Session. No action was taken and no votes were cast.

ADJOURNMENT

The meeting adjourned at 5:56 p.m.

ATTEST:

City Clerk

Mayor



MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 5:30 p.m.

PRESENT

- Mayor Larry Heikkila
- Councilmember Ward 1 Austin Ball
- Councilmember Ward 2 Lauren Schueler
- Councilmember Ward 3 Bree Montoya
- Councilmember Ward 4 Helen Grant
- Councilmember Ward 5 Michael Nash
- Councilmember Ward 7 Stephen Holman
- Councilmember Ward 8 Matthew Peacock

ABSENT

Councilmember Ward 6 Elizabeth Foreman

DISCUSSION ITEMS

1. DISCUSSION REGARDING STATUS OF THE FYE 2024 CAPITAL IMPROVEMENTS PROGRAM BUDGET AND PREPARATION OF FYE 2025 CAPITAL IMPROVEMENTS PROGRAM BUDGET.

Mr. Jacob Huckabaa, Budget Technician, said tonight Staff will update Council on the FYE 2024 Capital Improvements Program (CIP) Budget as well as preparation for FYE 2025 through FYE 2029 Budget. He said new projects and mid-year evaluations will be discussed on February 6, 2024, and review of the final proposed plan for FYE 2025 will be presented on May 7, 2024.

Mr. Huckabaa said the purpose of the CIP is to support services of municipal governments and projects are identified in Long Range Master Plans that are reviewed by citizens and adopted by Council (land use, transportation, parks, water, wastewater, greenways, stormwater, etc.). Priorities are set for short range and long range; short range needs go into a one-year adopted Capital Budget and long range needs go into a Five-Year CIP along with proposed schedules of implementation and available funding sources. The CIP and other budgets are adopted annually, but only the one-year budget allows appropriation of funds so emergencies and high priority unanticipated project needs can be added. He said sources of funding include enterprise revenues, voter approved General Obligation (GO) Bond proceeds; Capital Sales Tax; NORMAN FORWARD Sales Tax (NFST); Public Safety Sales Tax (PSST); University North Park Tax Increment Finance (UNPTIF) Sales Tax; intergovernmental grants; Room Tax; private funds, and others.

A capital project generally costs more than \$100,000; is relatively fixed or permanent in nature; is an asset with an expected life span of more than five years; usually consists of the construction of new, expanded, or improved tangible assets; often takes more than one fiscal year to complete; and contracted services for design, land acquisition, and utility relocations that may be required in advance of construction.

Mr. Huckabaa explained that Capital outlay is expenses for maintaining or purchasing new or replacing tangible assets, which have an expected life of one to five years, is a one-time occurrence, and an expense that usually occurs within a single fiscal year to include vehicles, furniture, computers, and equipment. She said Capital Outlay paid by the Capital Fund is expended from the General Fund and Westwood Fund with capital sales tax funds transferred to cover costs.

Mr. Huckabaa highlighted all funds included in the CIP Budget as follows:

Special Purpose Capital Funds

- Public Safety Sales Tax Fund (PSST)
- Community Development Block Grant (CDBG) Fund
- Special Grants Fund
- Room Tax Fund
- Public Transportation and Parking Fund
- Capital Fund (Pay-As-You-Go or PAYGO)
- Capital Fund (General Obligation Bonds)
- NORMAN FORWARD Sales Tax Fund
- Park Land and Development Fund
- University North Park Tax Increment Finance (UNPTIF) District Fund
- Center City Tax Increment Finance District Fund
- Arterial Road Recoupment Fund

Enterprise Funds

- Water Fund
- Water Reclamation Fund
- Sanitation Fund
- Sewer Maintenance Fund
- New Development Excise Tax Fund

Mr. Huckabaa said the Capital Improvements Fund (CIF) was established in 1976 to account for capital projects funded by capital sales tax receipts, general obligation bond issues, or specific matching funds, i.e., private and reimbursement. He said these projects support services that do not have dedicated special revenues like Enterprise Funds. Those projects relating to Enterprise Funds funded with fees and charges or special revenue sources are accounted for in their respective Enterprise Funds. He said 70% of one percent (0.7%) of sales tax is set aside for capital improvements for the Capital Fund and those approved projects for construction with this funding are accounted for in the CIF.

The capital sales tax guidelines to allocate revenue includes existing facility maintenance – 5%; general contingency – 7% to 5%. Change due to the increase in square footage maintained by Facility Maintenance, such as the Young Family Athletic Center (YFAC), Senior Wellness Facility, and Development Center, etc.

Mr. Huckabaa highlighted the status of the Capital Fund as follows:

- Capital Fund PAYGO
 - FYE 24 estimated available for new projects is a negative (\$3,142,058)
 - FYE 25 projected available for new projects is \$567,353
 - FYE 26 projected available for new projects is \$6,010,312

Mr. Huckabaa highlighted significant projects as follows:

Significant projects closed in FYE 24 include:

- Flood Avenue Sidewalks - \$205,769;
- Creston Way and Schulze Drainage Project - 433,856;
- Merkle Creek Stabilization Project - \$340,859;
- Porter Avenue and Acres Street Intersection Bond Project -\$4,100,000;
- Storm Warning Scoping - \$100,000;
- Midway Drive Flooding Scoping - \$150,000;
- Engineering Design Criterial Update and Green Stormwater Infrastructure Review, Phase II - \$265,000;
- East Alameda Street Bond Project - \$4,500,000;
- Historical Museum Roof Replacement - \$108,000; and
- Andrews Park Accessible Playground Project - \$362,600.

Significant projects underway in FYE 24 include:

- Total Maximum Daily Load (TMDL) Compliance and Monitoring Plan Implementation, Year Five - \$300,000;
- Lake Thunderbird TMDL Data Analysis and Plan Update, Years One through Five - \$270,531;
- Lower Imhoff Channel Stabilization , Phase I - \$4,145,832;
- Lower Imhoff Channel Stabilization , Phase II - \$5,337,790;
- Vehicle Wash Facility - \$2,500,000;
- 80 New Bus Stops/Long Range Plan - \$160,000;
- 12th Avenue N.E. and High Meadows Intersection - \$1,895,693;
- Constitution Street Multi-Modal Path - \$1,145,459;
- Stormwater Park Development: Alameda Avenue to Carter Avenue Intersection - \$1,200,000;
- Sutton Wilderness Trail and Parking Lot Additions - \$187,000 (80% funded via Recreational Trails Grant); and
- Reaves Park new restroom and new sports field maintenance building - \$560,000 from Park Development Fund.

Projects under construction in FYE 24 include:

- Municipal Complex Renovations - \$9,971,465;
- Classen Boulevard Sidewalks - \$229,296;
- Gray Street Two-Way Conversion - \$4,816,000;
- James Garner Avenue, Phase II - \$9,500,000;
- Porter Avenue Streetscape Bond Project - \$5,700,000;
- Downtown Transit Center - \$1,200,000;
- Traffic Management Center - \$3,300,000; and
- Flood Street Multi-Modal Path - \$1,646,484.

Mr. Huckabaa said the FYE 2021-2026 Street Maintenance Bond Program includes Elm Avenue Preventative Maintenance; Fairfield Drive Urban Reconstruction; Hollywood Avenue Urban Concrete; 12th Avenue SE Urban Asphalt; and 36th Avenue N.E. Rural Asphalt.

The 2012 Transportation/Stormwater Bond Program includes Cedar Lane Road: 12th Avenue on half mile east of 24th Avenue S.E. - \$10,048,310; Franklin Road Bridge: one half mile west of 12th Avenue N.W.; Lindsey Street: 24th Avenue S.W. to Berry Road; Main Street Bridge: one half mile west of 36th Avenue S.W.; 24th Avenue East: Lindsey Street to Robinson Street; Alameda South: one half mile east of 24th Avenue S.E. to 48th Avenue S.E.; and 36th Avenue N.W.: Tecumseh Road to Indian Hills Road – costs to be determined (pending federal transportation grant funding). Total Federal Funds received on the 2012 Bond Program was \$41,341,100.

The East Alameda Street Bond Project is fully funded using 2012 Transportation Bond Funds (no federal funds used) - \$1,085,000; 2016 Street Maintenance Bond Surplus Funds - \$2,452,000; and 2021 Street Maintenance Bond Funds - \$216,480. Construction will begin April 2022 to be completed August 2023.

The 36th Avenue N.W. Project from Tecumseh Road to Indian Hills Road includes widening two miles of roadway to four lanes; new traffic signals at 36th Avenue N.W. and Franklin Road; new traffic signals at 36th Avenue N.W. and Indian Hills Road; stormwater improvements; continuous sidewalks and accessibility; improved access to Ruby Grant Park; and waterline relocation (completed). Staff applied for RAISE Federal Grant in 2021, Safe Streets for All in 2023, and Association of Central Oklahoma Governments (ACOG) for Federal Highway Administration (FHWA) every year since 2016.

There is a proposed ACCESS Oklahoma East-West Turnpike Project that impacts the 36th Avenue N.W. Bond Project. The project boundaries will be reduced south of Indian Hills Road; has an estimated reduction in cost of \$4,920,000; has a revised total cost of \$12,680,000; and project remains on hold until additional funds for construction are secured.

The 2019 Transportation Bond timeline consists of Porter Avenue and Acres Street Intersection (completed); 2022 – Porter Avenue Streetscape (federal funding secured); 2023 – Gray Street Two-Way Conversion; 2024 – James Garner Avenue: Acres Street to Duffy Street (bond funds and federal grant); 2024 – Traffic Management Center (federal funding secured); 2024 – Jenkins Avenue: Imhoff Road to Lindsey Street; 2024 – Cedar Lane Road; east of 24th Avenue S.E. to 36th Avenue S.E.; 2025 – 36th Avenue S.E.: Cedar Lane Road to State Highway 9; 2026 – Constitution Street: Jenkins Street to Classen Boulevard (federal funding secured); 2026 – Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue); and 2027 – Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue).

The Porter Avenue Streetscape Project is funded by General Obligation (GO) Bonds and federal grants to include decorative lighting; pedestrian and Americans with Disabilities Act (ADA) improvements; decorative concrete sidewalks; new bus stop; placemaking gateways; and landscaping. Construction will begin in Spring 2023 to be completed in Spring 2024 for total estimated costs of \$5,727,178 (\$2,855,610 federal funding). The project will also provide landscaping at the new Public Transit Center.

The James Garner Avenue Project, Phase III, from Acres Street to Flood Avenue is a NORMAN FORWARD Project with funding from NORMAN FORWARD funds and a federal grant for \$4,825,733. Improvements include decorative lighting, new bridge over Robinson Street, extension of Legacy Trail, and landscaped median. Construction is scheduled to begin in Spring 2024 and completed in Spring 2025 for total estimated costs of \$6,094,000. The project will also provide a modern, multi-lane roundabout at James Garner Avenue and Flood Street.

The Gray Street Two-Way Conversion Project is funded by GO Bonds and a federal grant and includes converting Gray Street to two-way traffic; pedestrian and ADA improvements; signalized intersection at James Garner Avenue; and railroad crossing enhancements. Construction is scheduled to begin Spring 2024 and completed in Spring 2025 for total construction costs of \$5,454,701 (\$2,265,853 federal funding).

The proposed ACCESS Oklahoma East-West Turnpike impact on the 2019 Transportation Bond Program for Indian Hills Road from 48th Avenue N.W. to Interstate 35 (I-35) would be reconstructed by the Oklahoma Turnpike Authority (OTA) at no cost to the City, which saves \$8,480,000 in bond funds. The Indian Hills and I-35 Interchange Match Funds are not required saving \$2,000,000 in bond funds. Mr. Huckabaa said \$10,480,000 in bond funds will be available to complete future 2019 Transportation Bond Program projects. Any savings cannot be used for anything until all 2019 Transportation Bond Program projects are complete.

In the City Vehicle Replacement Program, the City replaced 36 units in FYE 2020 - \$1,991,083; 27 units in FYE 2021 - \$2,147,635; 34 units in FYE 2022 - \$2,179,732; 16 units in FYE 2023 - \$2,155,485; and in FYE 2024 – the City will replace 46 units - \$6,897,497. The City has more vehicles that need replacement, but are replacing fewer vehicles due to the inflationary costs of new vehicles. A true vehicle replacement program would cost \$6,000,000 annually and the City has never been able to budget those funds.

Proposed recurring sidewalk projects from the Capital Projects Fund in FYE 2023 include Sidewalk Program for Schools and Arterials - \$80,000; Sidewalk Accessibility Projects - \$30,000; Citywide Sidewalk Projects (50/50 repairs) - \$100,000; Downtown Area Sidewalk Project – \$50,000; Sidewalks and Trails - \$120,000; Horizontal Saw Cut Program - \$40,000' and FYE 2024 Sidewalks - \$216,000 for total expenditures of \$636,000.

Recurring proposed CIP Projects in FYE 2024 includes Capital Outlay - \$4,635,671; Street Maintenance - \$2,302,877; Maintenance of Existing Facilities - \$994,086; Stormwater Drainage Maintenance - \$2,350,000; Personnel - \$1,311,545; Oklahoma Department of Transportation (ODOT) Audit Adjustments - \$100,000; Bridge Maintenance - \$1,000,000; Driveway Repairs - \$10,000; Street Striping - \$100,000; Traffic Calming - \$50,000; Community/Neighborhood Improvements - \$100,000; and Americans with Disabilities Act (ADA) Sidewalk Compliance and Repair - \$386,000; for total expenditures of \$13,254,179.

Upcoming Significant Projects in FYE 25 pending federal grant applications include:

- State Highway 9 (SH9) Multi-modal path from 48th Avenue to 60th Avenue (2023 submitted grant for \$1,112,011 including \$222,502 local match) ;
- SH9 Multi-modal path from 60th Avenue to 72nd Avenue (2023 submitted grant for \$1,535,448 including \$307,090 local match); and
- Sidewalk Program from 12th Avenue N.E.: Robinson Street to Rock Creek Road and Brooks Street from Berry Road to Wylie Road (Air Quality Small Grant Program - \$1,033,000 including \$223,000 local match).

The Bridge Maintenance Bond Program is a ten-year program that includes repair or replacement of 18 bridges and replacing load rated bridges to begin construction in Spring 2024 for total estimated costs of \$50,000,000.

Plan updates for FYE 23-24 include the Comprehensive Plan; Housing Market Analysis and Affordability Strategy; Comprehensive Transportation Plan; Stormwater Master Plan; Water Master Plan update; Wastewater Master Plan update; and Public Safety Resource Allocation Study. The current Comprehensive Plan is 18 years old and expires in 2025 for total plan costs of \$2,150,000 for all plans.

NORMAN FORWARD Sales Tax Fund Projects completed in FYE 2024 include Reaves and Griffin Park renovations; Adult Wellness and Education Center; Rotary, Vineyard Cherry Creek, and Earl Sneed Park renovations; Falls-Lakeview and Sunrise Parks renovations (underway); Bentley Neighborhood Park in Summit Valley/Bellatona Additions (under construction now to be completed in Spring 2024).

NORMAN FORWARD Sales Tax Fund future projects include New Neighborhood Parks - \$1,000,000 Pay-Go; Existing Neighborhood Parks - \$4,700,000 Pay-Go; Lease Payments for Griffin Park - \$80,000 annually (2,400,000 total); Canadian River - \$2,000,000 (pending land acquisition deal); New Trail Development throughout Norman - \$4,100,000 Pay-Go; and Saxon Park Development - \$2,000,000 Pay-Go.

Public Safety Sales Tax (PSST) projects in FYE 2024 include the Emergency Communications and Operations Center (EOC) - \$17,100,000 and Vehicle Storage Facility - \$875,000 (currently not funded).

Upcoming challenges include the I-35 Corridor Study; Access Oklahoma Turnpike Plan; public transportation/Regional Transportation Authority; new traffic signals on State highways and City arterials; fleet replacement; Information Technology Infrastructure and Microsoft System Upgrades; stormwater infrastructure; Fleet Fueling Facility; sidewalk gaps; Multiple Master Plan updates; Traffic Management Center staffing; North Base Master Plan; Griffin Hospital/Oklahoma Department of Mental Health Land Purchase/Redevelopment; University North Park (UNP) Arena Development; and Center City Tax Increment Finance District (CCTIF).

Mr. Huckabaa said the next step will be a presentation of Capital Budget midpoint evaluations and CIP proposals on February 6, 2024.

Councilmembers thanked Staff for the presentation.

Items submitted for the record

1. PowerPoint presentation entitled, "FYE 2024 Capital Improvement Program Budget Status, Preparation of FYE 2025 CIP, and Preparation of FYE 2026 – 2029 Capital Improvements Plan."

* * * * *

ACTION ITEMS

2. CONSIDERATION OF ADJOURNING INTO EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 s. 307(B)(4) TO DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY LOCATED AT 5451 HUETNER DRIVE, NORMAN, OKLAHOMA; AND TO DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY LOCATED IN THE VICINITY OF TECUMSEH ROAD AND FLOOD AVENUE, HIGHWAY 9 AND CLASSEN AVENUE, AND POST OAK ROAD AND U.S. HIGHWAY 77 FOR PURPOSES RELATED TO THE OPERATIONS OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock.

The City Council adjourned into Executive Session at 6:10 p.m. Ms. Kathryn Walker, City Attorney, was in attendance at the Executive Session.

Motion made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 2, Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock.

The Executive Session was adjourned out of and the Special Session was reconvened at 7:07 p.m.

Item 2, continued:

Item 1.

The purchase or appraisal of real property located at 5451 Huettnner Drive and the purchase and appraisal of real property located in the vicinity of Tecumseh Road and Flood Avenue, Highway 9 and Classen Boulevard and Post Oak Road, and United States Highway 77 for purposes related to the operations of the Regional Transportation Authority of Central Oklahoma. No action was taken and no votes were cast.

* * * * *

ADJOURNMENT

The meeting was adjourned at 7:08 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, December 19, 2023 at 5:30 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

PRESENT

- Mayor Larry Heikkila
- Councilmember Ward 1 Austin Ball
- Councilmember Ward 2 Lauren Schueler
- Councilmember Ward 3 Bree Montoya
- Councilmember Ward 4 Helen Grant
- Councilmember Ward 5 Michael Nash
- Councilmember Ward 7 Stephen Holman

ABSENT

- Councilmember Ward 6 Elizabeth Foreman
- Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. CONSIDERATION OF ADJOURNING INTO EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 s. 307(B)(4) TO DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY LOCATED AT 5451 HUETNER DRIVE, NORMAN, OKLAHOMA.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 1 Ball.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman

The Special Session was adjourned out of at 5:31 p.m. and an Executive Session was convened.

Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; and Mr. Anthony Purinton, Assistant City Attorney, were in attendance in the Executive Session.

Motion made by Councilmember Ward 1 Ball, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman

The Executive Session was adjourned out of at 6:22 p.m. and the Special Session was reconvened.

The purchase or appraisal of real property located at 5451 Huettner Drive, Norman, Oklahoma, was discussed in Executive Session. No action was taken and no votes were cast.

ADJOURNMENT

The meeting adjourned at 6:23 p.m.

ATTEST:

City Clerk

Mayor



Item 1.

CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING
Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069
Thursday, February 15, 2024 at 4:00 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
Councilmember Ward 3 Bree Montoya

ABSENT

Councilmember Ward 6 Elizabeth Foreman

OTHERS

Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 7 Stephen Holman
Anthony Francisco, Director of Finance
Kim Coffman, Budget Manager
Jacob Huckabaa, Budget Technician
Dannielle Risenhoover, Administrative Tech. IV
Kathryn Walker, City Attorney
Rick Knight, Asst. City Attorney
Shaakira Calnick, Internal Auditor
Major Brent Barbour, NPD
Andy Couch, Exec. Director & Curator at Fire House Art Center
Kyla McMoran, Norman Music Alliance
Danielle Tipton, The Depot
Jennifer Baker, Sooner Theatre
Nancy Coggins, Sooner Theatre
Shari Jackson, Norman Music Festival & The Depot
Cody Giles, Norman Music Festival
Chris Crooks, Citizen

Mayor Heikkila called the meeting to order at approximately 4:00 PM.

AGENDA ITEMS

1. DISCUSSION REGARDING FORFEITURE AND SEZURE POLICIES.

Anthony Francisco directed everyone to the draft of a seizure fund policy for the use of the seizure funds that had come into the City's possession. review and discussion. The draft "very generally describes the state of the law and what we can do with these seizure funds," said Kathryn Walker.

"My understanding is that we would not adopt it (the seizure policy) at this meeting, but it's for your discussion," Francisco said. He requested that the Committee present any suggested changes before the policy go to Council as a resolution.

Councilmember Holman questioned the validity of obtaining civil seizure funds and what City of Norman's criteria should be for accepting these funds. Assistant City Attorney Rick Knight elaborated on some situations and said, "You can make a legislative decision that you're not going to accept those funds but that doesn't mean that those funds are going back to the person they were taken from. They're just going to be kept by the District Attorney's office."

Councilmember Montoya told Councilmember Holman, "I understand your concern about it being an incentive, I really do, and it seems like once we get this policy drafted it will be a guide for us. In my opinion, the best use of these funds would be to do something for the common good. I think this document is a good start and like Ms. Walker indicated, segregating the federal and the state would be good since the regulations for federal and state are different."

2. DISCUSSION REGARDING THE FYE 2024-2025 CITY OF NORMAN BUDGET

Monetary request from several outside agencies were reviewed. The following outside agencies have requested additional funding from the City's General Fund:

- Social and Voluntary Services Commission
- Veteran's Day Parade
- Center for Children and Families, Inc.
- Firehouse Art Center
- Historical Museum
- Sooner Theatre
- Aging Services-Kiwanis Kruiser
- Performing Arts Studio (Depot)
- Norman Music Festival

"A lot of these agencies get United Way money or CDBG money, that sort of thing. This discussion is about additional money from the General Fund," Francisco said. "What we have

concentrated on here are those agencies that have requested additional funds from the General Fund to what they received in this current fiscal year."

Shari Jackson spoke on behalf of The Depot. Her request for increased funding was the result of wanting an additional employee. The Committee discussed The Depot being open for nightly train service. Jackson will present the City with a bid to maintain this additional service. The Committee was not opposed to funding The Depot's request for an additional \$40,000.

Andy Couch, Executive Director and Curator at the Fire House Art Center confirmed that he is not looking for increased funding for FYE25, but would like the City to maintain their contribution commitment of \$120,000 from last year.

Mayor Heikkila stated that he will be meeting with County Commissioner Rusty Grissom this week and would talk to him about the county contributing to the Center for Children & Families Inc.'s request for their FYE 25 funding.

Shari Jackson spoke on behalf of the Norman Music Festival that is requesting an additional \$40,000 in FYE 25 funding. The Committee was not in favor of allocating these additional funds without reviewing Norman Music Festival's prior year financial records or tax return. Kim Coffman will get the records to the Committee. Councilmember Holman said he would be very interested in the City covering the cost of the services they provide for the Music Festival. Councilmember Montoya appreciated Councilmember Holman's point and asked to see information from the City's financials on what the City charges the Norman Music Festival for permits, road closures, sanitation services, etc.

Jennifer Baker with Sooner Theatre explained that the \$23,107 funding increase for the Theatre is needed for accessibility improvements. The consensus was to approve this funding.

The funding requests will be revisited at another Finance Committee Meeting.

3. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Kim Coffman gave the report. Coffman stated that Norman's sales tax trends are currently similar to the State's sales tax trends.

4. INTERNAL AUDIT PROGRAMS STATUS.

Shaakira Calnick gave the report. Calnick stated that she delivered a charter to the Committee for their review and approval. Once the charter is approved, the policy and procedures will be in effect. Calnick is currently finalizing the internal audit procedures and developing a risk assessment that will be used to develop a risk based audit plan. Calnick intends to present a risk assessment report in March. She is also developing a quality assurance and improvement plan. Calnick believes that her request for case management software has been approved. "It's built on the yellow book, the government auditing standards, which will streamline a lot of the auditing processes. It will help with a lot of the administrative processes."

ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 5:50 PM.

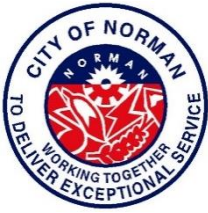
ATTEST:

City Clerk

Mayor

File Attachments for Item:

2. PRESENTATION OF A CIVILIAN SERVICE MEDAL AND CERTIFICATE TO MS. KRISTI STUBBS FOR HER OUTSTANDING PERFORMANCE AND TEAMWORK WITH THE NORMAN POLICE DEPARTMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/27/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: PRESENTATION OF A CIVILIAN SERVICE MEDAL AND CERTIFICATE TO MS. KRISTI STUBBS FOR HER OUTSTANDING PERFORMANCE AND TEAMWORK WITH THE NORMAN POLICE DEPARTMENT.

BACKGROUND:

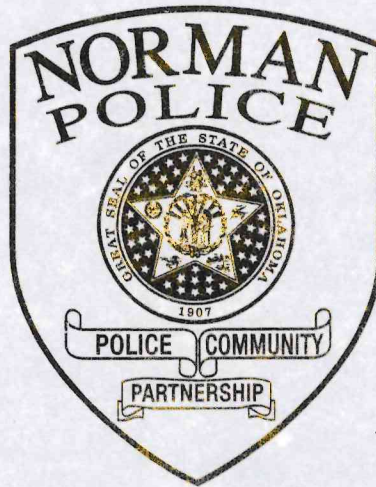
On October 12, 2023, Norman Police Department was dispatched to 1510 NE 24th Avenue in reference to a cardiac arrest. Upon officer's arrival Benjamin Kirkland and Kristi Stubbs were performing CPR on an unresponsive female. Stubbs was performing chest compressions and Kirkland was giving breaths. Officers confirmed the female patient did not have a pulse. Medical personnel arrived on scene, took over the duties of CPR and had to shock the patient at least once with an AED. Prior to medics leaving the scene the patient was breathing on her own and making purposeful movements.

If not for the quick thinking of Kirkland and Stubbs beginning CPR prior to medics arriving on the scene the female most likely would not have survived.

RECOMMENDATION:

The Police Chief will recognize Ms. Kristi Stubbs for her outstanding performance and teamwork with Mr. Kirkland and the Norman Police Department. Ms. Stubbs performed in an exemplary manner not usually expected of ordinary citizens.

NORMAN POLICE DEPARTMENT



**THIS IS TO CERTIFY THAT THE CHIEF OF POLICE HAS
AUTHORIZED THE AWARD OF**

Civilian Service Medal

to

Kristi Stubbs

On October 12, 2023, Norman Police Department was dispatched to 1510 NE 24th Avenue in reference to a cardiac arrest. Upon officer's arrival, Benjamin Kirkland and Kristi Stubbs were performing CPR on an unresponsive female. Stubbs was performing chest compressions and Kirkland was giving breaths. Officers confirmed the female patient did not have a pulse. Medical personnel arrived on scene, took over the duties of CPR and had to shock the patient at least once with an AED. Prior to medics leaving the scene the patient was breathing on her own and making purposeful movements. If not for the quick thinking of Kirkland and Stubbs beginning CPR prior to medics arriving on scene the female most likely would not have survived.

For outstanding performance and teamwork with the Norman Police Department, Kristi Stubbs is hereby awarded this

Civilian Service Medal

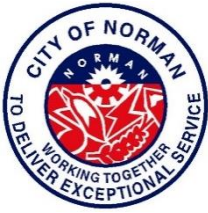
GIVEN UNDER MY HAND THIS 27TH DAY OF NOVEMBER 2023

A handwritten signature in black ink, appearing to read "Kevin Faller".

Chief of Police

File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-23: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MONDAY, APRIL 22, 2024, AS EARTH DAY AND MARCH 22 THROUGH MAY 19, 2024, AS GREEN NORMAN ECOMONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Michele Loudenback

PRESENTER: Michele Loudenback, Environmental and Sustainability Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-23: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MONDAY, APRIL 22, 2024, AS EARTH DAY AND MARCH 22 THROUGH MAY 19, 2024, AS GREEN NORMAN ECOMONTH IN THE CITY OF NORMAN.

Proclamation

P-2324-23

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING MONDAY, APRIL 22, 2024, AS EARTH DAY AND MARCH 22 THROUGH MAY 19, 2024, AS GREEN NORMAN ECOMONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, Senator Gaylord Nelson created Earth Day to increase environmental awareness and to highlight devastating effects of pollution to our air, water, and soil to the nation; and
- § 2. WHEREAS, twenty-two (22) million Americans celebrated the first Earth Day on April 22, 1970.
- § 3. WHEREAS, the City of Norman Parks and Recreation, Utilities, and Public Works Departments have planned a series of events to celebrate this important milestone and provide Norman residents an opportunity to get involved; and
- § 4. Whereas, Saturday, April 22, 2024 marks the 54th Anniversary of Earth Day, and
- § 5. WHEREAS, Saturday, March 22nd through Sunday, May 19th, is recognized as Green Norman EcoMonth with free activities to be held at various locations across the city; and
- § 6. WHEREAS, Sunday, April 21, 2024 from noon to 5:00 p.m. is the City of Norman’s 20th Annual Earth Day Festival to be held at Reaves Park; and
- § 7. WHEREAS, we encourage the community to come be a part of these free public events and learn new things about the world around us.

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

- § 8. Do hereby proclaim April 22, 2024, as Earth Day and March 22nd through May 19th, 2024, as Green Norman EcoMonth in the City of Norman and encourage our citizens to make a difference in our community: to think, reduce, reuse, recycle, replenish, restore, refresh, replant, rebuild, repurpose and respect.

PASSED AND APPROVED this 27th day of February, 2024.

Mayor

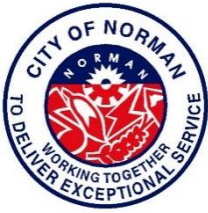
ATTEST:

City Clerk



File Attachments for Item:

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Anthony Blatt, on behalf of the Owner

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).

BACKGROUND: The applicant is requesting to rezone the subject property from the Avadon Terrace SPUD, Simple Planned Unit Development, which allowed for a single-family residential development, to a new SPUD to allow for an office development with two lots, two buildings and associated parking. The subject property is approximately 4 acres. The property is currently vacant.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC24-01 January 16, 2024

The January meeting of the Greenbelt Commission was canceled due to inclement weather. Because this Commission is advisory to Planning Commission, the cancelation of meetings does not preclude items from moving forward. There are required sidewalks along Porter and no other trail designations.

PRE-DEVELOPMENT MEETING: PD23-41, January 25, 2024

The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and

explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

BOARD OF PARKS COMMISSIONERS:

A meeting with the Board of Parks Commissioners was not required for this application because it is a commercial development with no residential components.

ZONING ORDINANCE CITATION:

SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The current zoning is Avadon Terrace SPUD, Simple Planned Unit Development, Ordinance No. O-2122-41, which allows for the development of single-family residential on smaller lots than typical R-1 developments.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The proposed uses for the subject property are listed in Exhibit C. The applicant intends to use the property for a medical office in one building and another office in the second.

SITE PLAN/ACCESS: The site plan presented as Exhibit B in the SPUD Narrative shows an entrance to Lot 1 and Lot 2 from Porter Avenue. There is an existing traffic light at this intersection. Two buildings are proposed in this development. The building closest to the street is proposed to be approximately 22,000 square feet. The building to the west is proposed to be approximately 10,000 square feet. Parking is proposed around both buildings. The stormwater detention pond is proposed along the western boundary of the subject property.

LANDSCAPING: This development will include large trees to be planted in accordance with Appendix D of the Zoning Ordinance and Section 36-551, Landscaping Requirements for Off-Street Parking Facilities. The large tree at the northwest side of the lot will be preserved if possible. Large trees between the subject property and the Masonic Lodge to the south will remain.

SIGNAGE: All signs shall comply with the requirements outlined in the City's sign code, Chapter 28, Section 28-506, Office Zone Sign Standards.

LIGHTING: All exterior lighting shall be installed in conformance with the City of Norman's commercial outdoor lighting standards, as described in Section 36-549, as amended from time to time. The SPUD Narrative states the parking light poles will be a maximum of 20' in height for the development.

SANITATION/UTILITIES: The utility services for this development are existing. Roll off dumpsters will be used for temporary construction purposes.

PARKING: Parking shall be developed in compliance with the parking layout shown on Exhibit B Site Plan, subject to changes allowed by Chapter 36-510 (k). The parking shall be installed to Norman's applicable parking ordinances as amended from time to time.

SIDEWALKS: There is an existing sidewalk which runs adjacent to Porter Avenue. Sidewalks will be installed in compliance with the City of Norman's standards.

EXTERIOR BUILDING MATERIALS: The SPUD Narrative states the exterior materials will include masonry veneer, simulated stucco/interior insulation and finish systems (EIFS), and concealed fastener architectural metal panels.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed uses for the SPUD, Simple Planned Unit Development, are similar to the existing office uses to the south of this proposal. City Staff does not anticipate negative traffic impacts – access is by way of a signalized intersection.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Items dealing with hydrants and fire code will be handled at the time of building permit.

PUBLIC WORKS/ENGINEERING: Please see the preliminary plat staff report from Engineering staff.

TRAFFIC ENGINEER: Please see the attached report from the City Traffic Engineer.

UTILITIES: Items regarding water line design will be handled at building permit stage.

CONCLUSION:

Staff forwards this request for rezoning to a new SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-38 for consideration by City Council.

At their February 8, 2024 meeting, the Planning Commission recommended adoption of Ordinance No. O-2324-38 by a vote of 5-3.

NOTE: Since the Planning Commission meeting, the applicant has submitted an updated site plan exhibit (Exhibit B) showing 24 fewer parking spaces and the intent to preserve existing tree in the northwest corner of the lot.

O-2324-38

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

- § 1. WHEREAS, Fred Thomas, IV, the owner of the hereinafter described property, has made application to have the subject property removed from the SPUD, Simple Planned Unit Development District and placed in a new SPUD, Simple Planned Unit Development 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 on February 8, 2024 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 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the SPUD, Simple Planned Unit Development and place the same in a new SPUD, Simple Planned Unit Development District, to wit:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS: BEGINING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF

Ordinance No. O-2324-38
Page 2

NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT 1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1.

SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

§ 5. Further, pursuant to the provisions of Section 36-510 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 SPUD Narrative, Site Development Plan, and supporting documentation, which are made a part hereof.

§ 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 _____, 2024.

NOT ADOPTED this _____ day of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

VCN Development

A Simple Planned Unit Development

Norman, Oklahoma

APPLICANT:

ADG Blatt / Architect on behalf of the Developer

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted December 1, 2023

Revisions 1: January 29, 2024

Revisions 2: February 15, 2024

PREPARED BY:

ADG Blatt

920 West Main Street

Oklahoma City, OK 73106

405-232-5700

ablatt@adgblatt.com

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Uses Permitted
- B. Area Regulations
- C. Miscellaneous Development Criteria

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses

I. INTRODUCTION

This Simple Planned Unit Development seeks to rezone a tract of property, containing approximately 4.05 acres, located in Ward 8 of the City of Norman. The site will be a commercial development. The property is located on the west side of Porter Avenue just under a half mile north of Robinson Street. It is surrounded on the north and west sides by Crystal Heights No. 2 Addition which was developed in the mid-1970s. The south side of the parcel is Lot 1 of the Masonic Addition. To allow for proper street alignment, the north 50 feet of Lot 1, Masonic Addition was purchased to be included in this development and utilized for the parking drive alignment that will be constructed on the south side of the property. The property is more particularly described on the attached Exhibit A (the "Property"). The Property is currently zoned Avadon Terrace Planned Unit Development, which does not accommodate the proposed commercial development, therefore, the Applicant seeks to rezone the Property to allow for the commercial site layout.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location:

The property is located on the west side of Porter Avenue just under ½ mile north of Robinson Street.

B. Existing Land Use and Zoning:

The Property is currently zoned Avadon Terrace Planned Unit Development and the Property's NORMAN 2025 Land Use Plan Designation is Low Density Residential. The properties to the North are designated RM-2, Low-Density Apartment District with all additional urban developed properties surrounding the property being R-1, Single-Family Dwelling District.

C. Elevation and Topography:

The Property slopes from the Southeast to the Northwest corner of the property.

D. Drainage

As defined above, the topography falls at an average 1.0% slope to the Northwest corner. During development of Crystal Heights No.2 Addition, a storm sewer system was developed to collect storm sewer from this parcel to an underground system serving Crystal Heights Addition. The end of the pipe will be modified with a control box that will regulate the pre & post development flow conditions not to exceed the capacity of the existing system by meeting or exceeding the reduction in pre-development flow conditions.

E. Utility Services

The Property has a 12" water main located along North Porter Avenue and 8" sanitary sewer lines around the perimeter of the Crystal Heights No. 2 Addition.

The necessary utility services for this development are existing or will be capable of being extended to provide full service.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations. Required fire hydrants are existing or will be installed to meet City of Norman code requirements.

G. Traffic Circulation and Access

An additional 50' was obtained from Lot 1 of the Masonic Addition to allow alignment with the south parking lot drive lane and the existing traffic light located at the intersection.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate commercial development. The Property shall be developed in compliance with the Site Development Plan, attached hereto as Exhibit B. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference, and further depict the development criteria for the Property. Two (2) commercial lots are proposed in this development.

A. Uses Permitted:

The allowable uses for the Property are attached as Exhibit C.

B. Area Regulations:

The lots within the Property shall comply with the following regulations:

Minimum lot size shall be 40,000 square feet.

Front Yard:

The minimum depth of the front yard setback shall be twenty five (25') feet.

Rear Yard:

The minimum depth of the rear yard setback shall be fifteen (15') feet.

Lot Coverage: The maximum lot coverage for all structures, as well as impervious area, shall be no more than seventy-five percent (75%) of the total lot area.

Maximum Height:

35'-0" and two stories in height.

C. Miscellaneous Development Criteria

1. Site Plan

The Site Development Plan for the Property is concurrently submitted with this SPUD and shall be incorporated herein as an integral part of the SPUD and the development of the property shall be constructed as presented thereon, subject to final design development and the changes allowed by Section 36-510(k) of the City of Norman's SPUD Ordinance.

2. Signage

The entrance to the Property from Porter Avenue may contain entryway signage on a monument sign. The signage may be lighted and landscaped with appropriate vegetation as not to interfere with traffic sight lines. All signage will have a maximum area of 490 sq. ft.

3. Traffic Access / Circulation and Sidewalks

Access to the property is at the intersection of Porter Avenue and Sandpiper Lane which will align with the parking drive lane on the south side of the property. Sidewalks will be installed in compliance with the City's standards.

4. Landscaping / Parkland

Landscaping for the development shall be provided in accordance with City of Norman standards. Basis of design shall be provided for O-1, Office-Institutional District zoned properties.

Large trees between the existing Masonic Lodge and the proposed entrance and development will be preserved if at all possible. Utilities will all be constructed on the north side of the access drive on the south side of the property to not impact the root system of the existing tree line.

The large elm tree located in the northwest corner of the property will remain in place as a part of the development landscaping.

A minimum 15'-0" wide landscaped border will be incorporated adjacent to the bordering residential neighborhoods on the west and north sides of the property.

Trees must be selected from the list provided in Appendix D of the City of Norman Zoning Ordinance and be at least 2" caliper (diameter measured 6" above ground level).

5. Roll Off Dumpsters
Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

6. Fencing and Screening

Fencing for the property will be installed in accordance with Section 36-552, Fencing, Walls, and Screening.

A 6'-0" tall sight proof fence will be installed adjacent to the residential properties at the west and north property lines.

7. Lighting

Site lighting will be installed with full cut-offs so that light levels at the property line will not exceed 0.5 footcandles.

All exterior lighting will be installed in accordance with Section 36-549, Commercial Outdoor Lighting Standards.

Parking Light Poles will be maximum 20'-0" tall for the development.

8. Exterior Building Materials

Exterior materials used in construction of the buildings will include the following:

Masonry Veneer
Simulated Stucco / Exterior Insulation and Finish Systems (EIFS)
Concealed fastener Architectural Metal Panels

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:

BEGNNING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT 1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1. SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

EXHIBIT B Site Development Plan

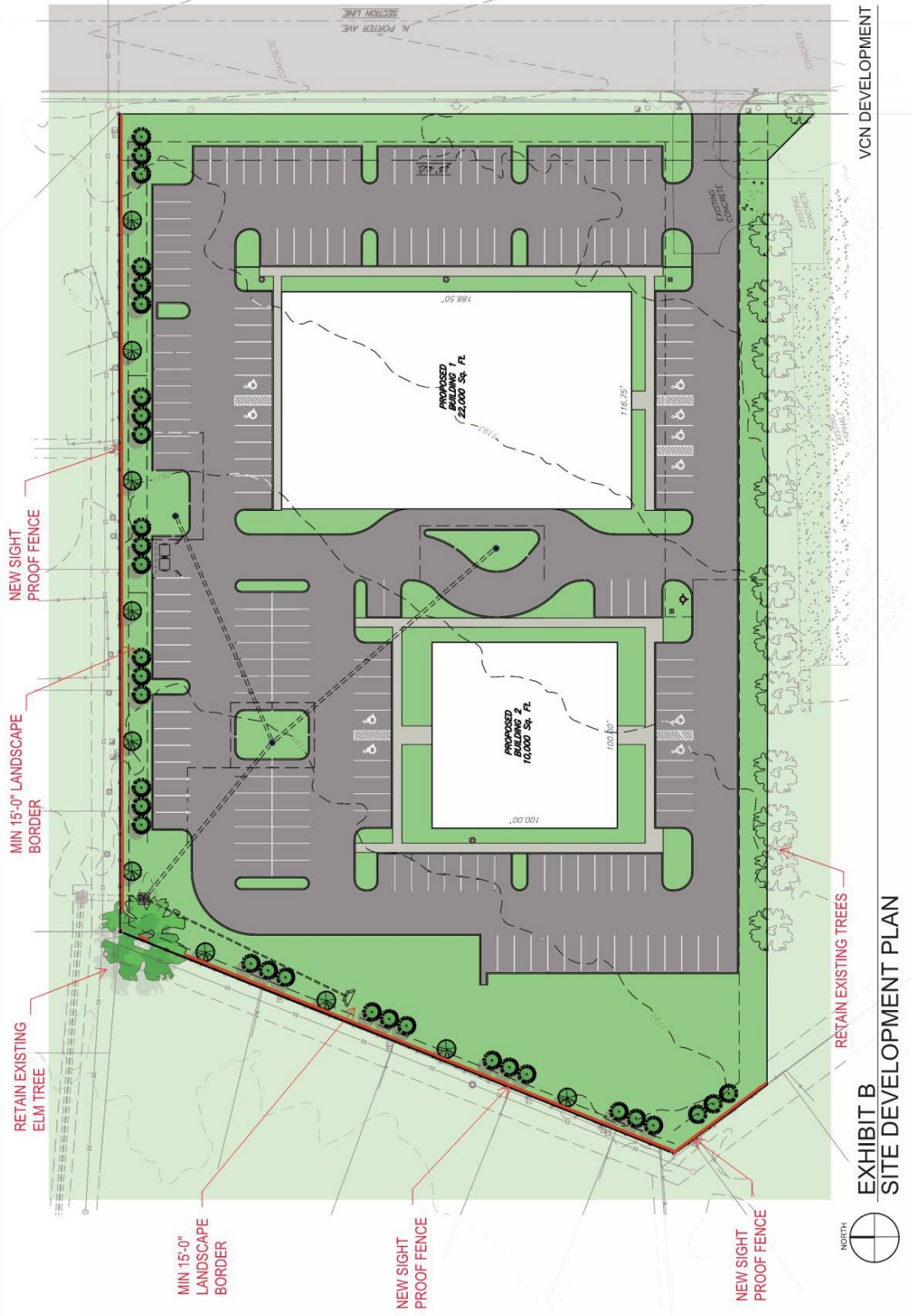
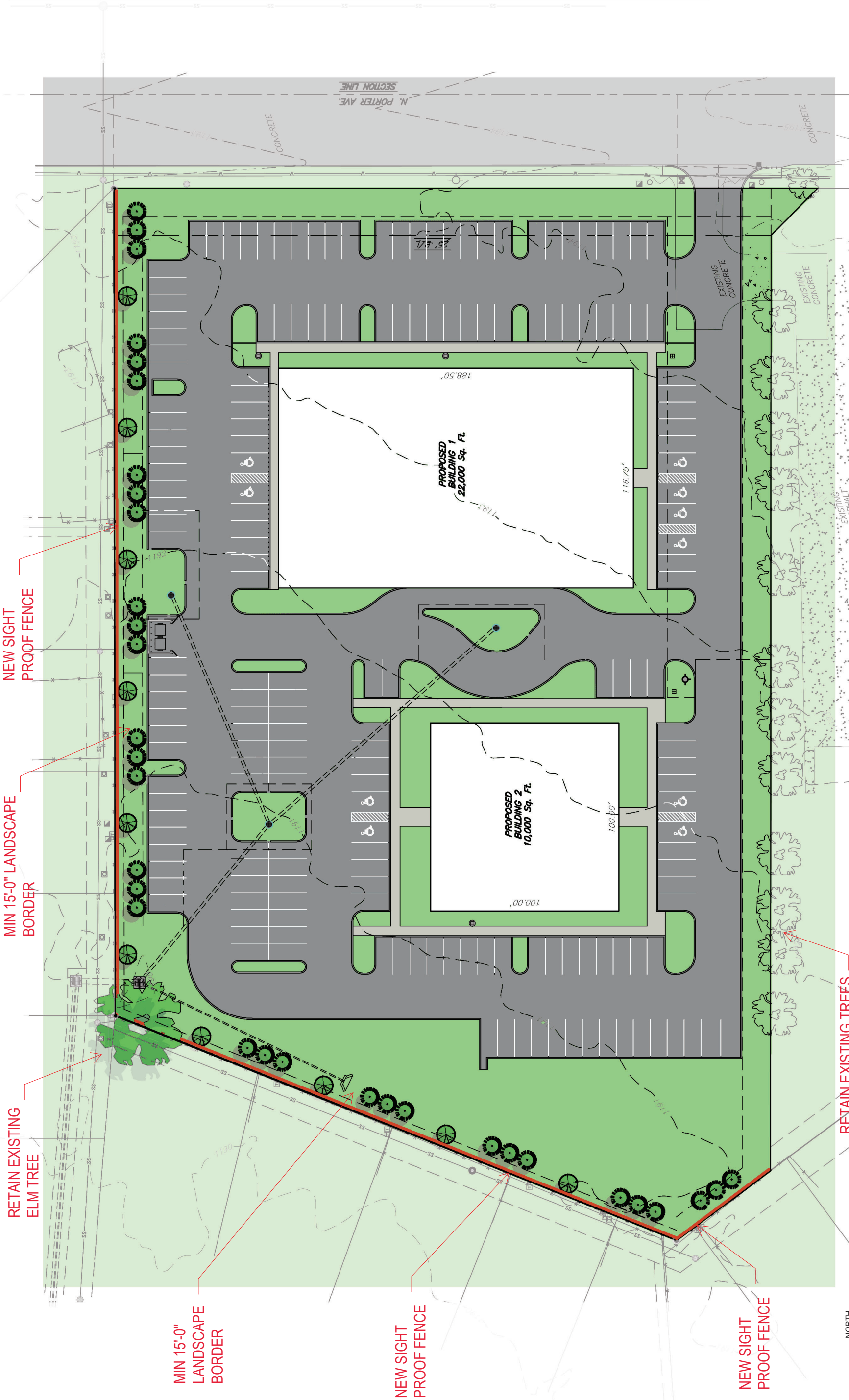


EXHIBIT B
SITE DEVELOPMENT PLAN

EXHIBIT C
Allowable Uses

- Professional office uses, including but not limited to:
 - Accountant
 - Architect
 - Attorney
 - Dentist or dental surgeon
 - Engineer
 - Geologist or geophysicist
 - Physician or surgeon
 - Registered nurse
- No retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional uses or a pharmacy which may be located only in a building providing space for medical offices.
- Childcare center as specified in NCC 36-566.



NEW SIGHT PROOF FENCE

MIN 15'-0" LANDSCAPE BORDER

RETAIN EXISTING ELM TREE

MIN 15'-0" LANDSCAPE BORDER

NEW SIGHT PROOF FENCE

NEW SIGHT PROOF FENCE

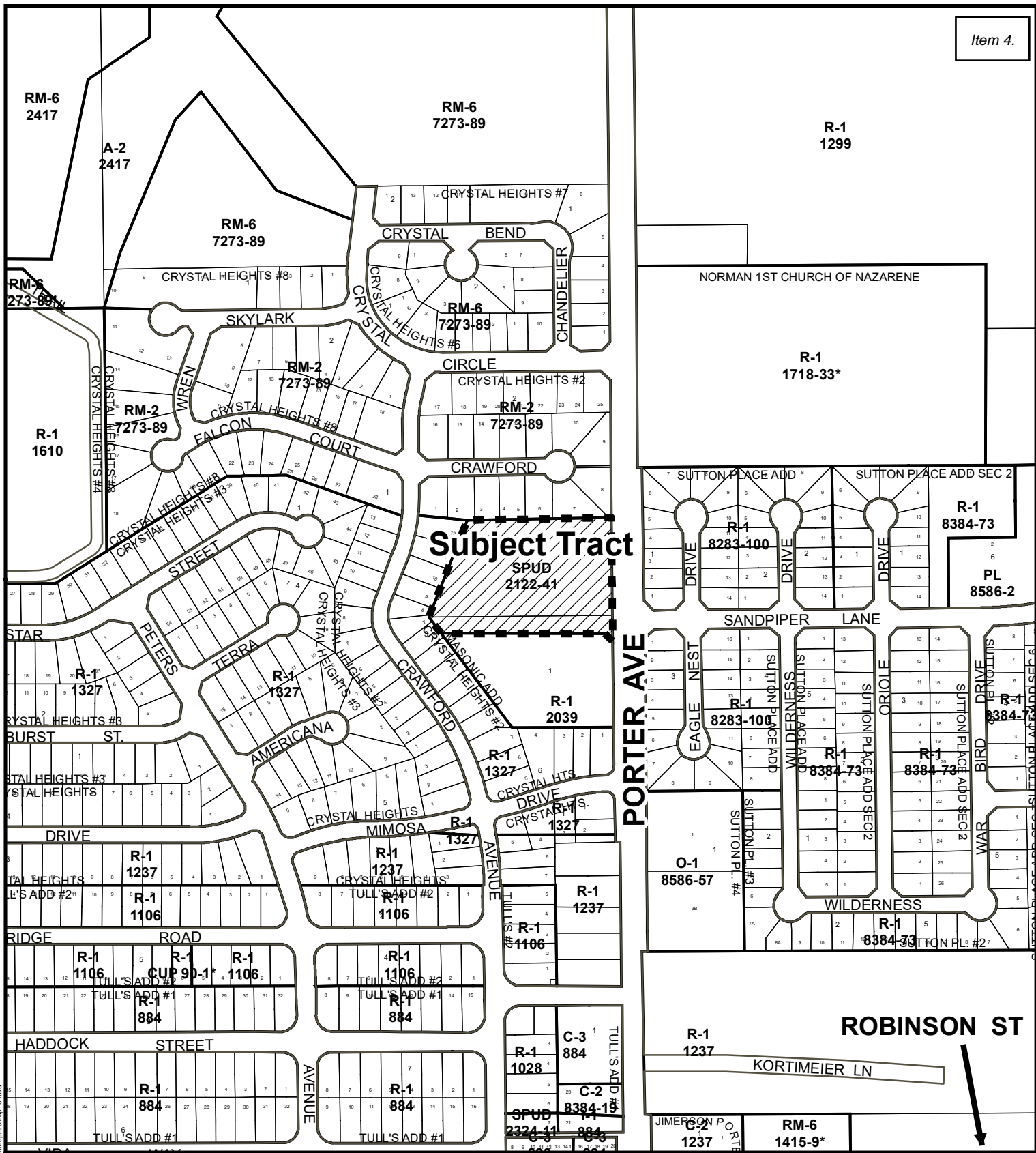
RETAIN EXISTING TREES



EXHIBIT B
SITE DEVELOPMENT PLAN

VCN DEVELOPMENT

Item 4.



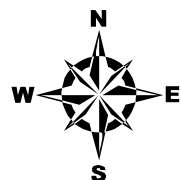
Subject Tract

SPUD 2122-41

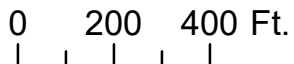
Location Map





Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



January 2, 2024



-  Subject Tract
-  Zoning

\\norman\gis\departments\GIS\SA\GIS\10 Map Templates\Bk11_LocationMap\MapTag10.mxd

Applicant: Anthony Blatt on behalf of the owner

Project Location: 1720 N. Porter Avenue

Case Number: PD 23-41

Time: 5:30 p.m.

Applicant/Representative:

Anthony Blatt
Julie Blatt
Stephen Landes

Attendees

Erica Bird
Leanna Boyd
Kevin Boyd

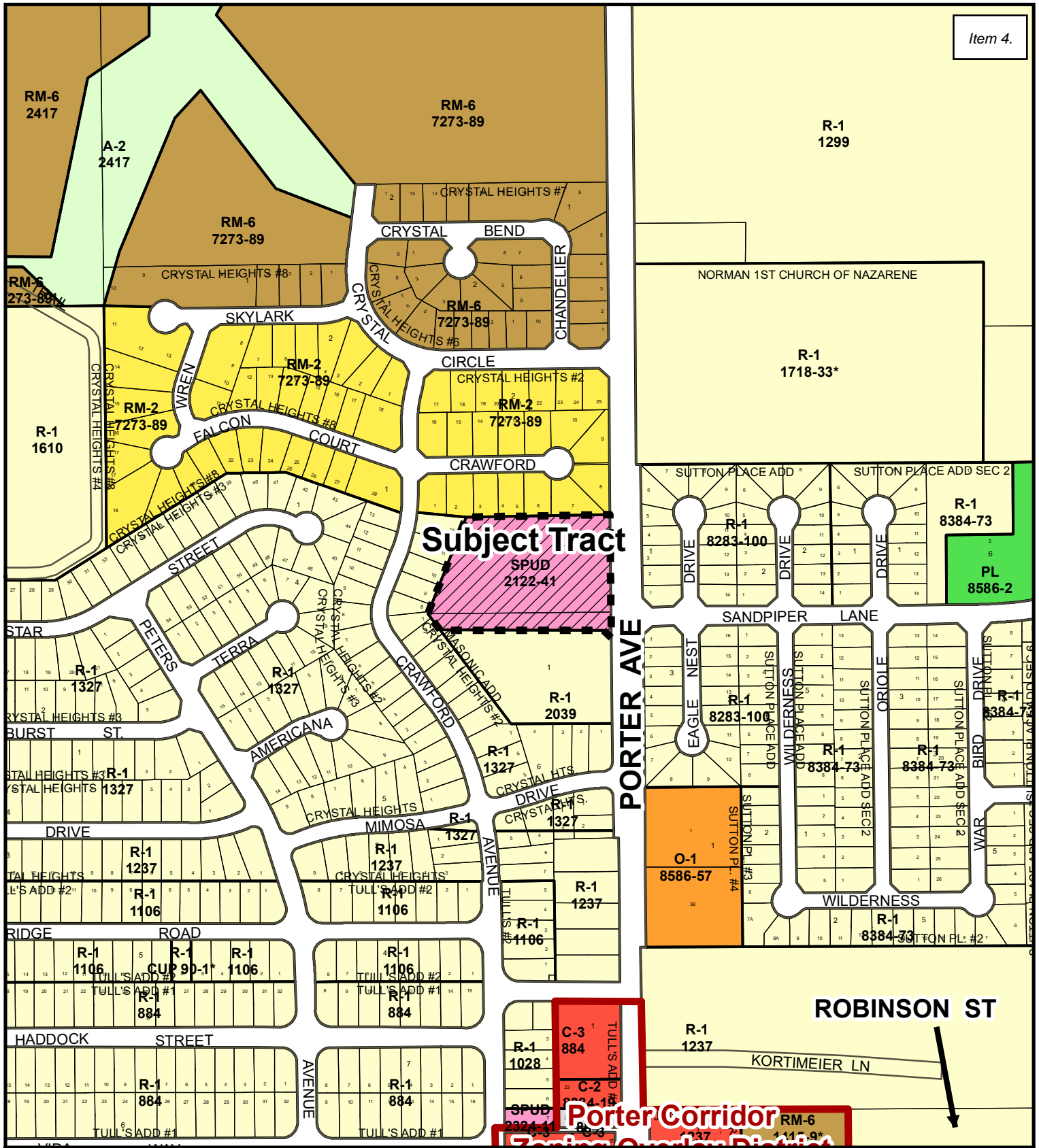
City Staff

Kelly Abell, Planner I
Justin Fish, Planner I
Melissa Navarro, Planner II
Lora Hoggatt, Planning Services Manager
Scott Sturtz, Interim Public Works Director
Beth Muckala, City Attorney

Application Summary: The applicant is requesting to rezone from a SPUD, Simple Planned Unit Development, for a single-family residential development to a new SPUD for a medical/office development. The applicant is also requesting a NORMAN 2025 Land Use Plan Amendment from Low Density Residential to Office Designation. This proposal also requires a new preliminary plat.

Neighbor's Comments/Concerns/Responses

The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

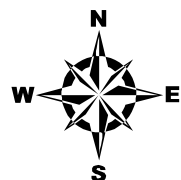


Item 4.

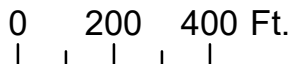
Location Map



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



January 31, 2024

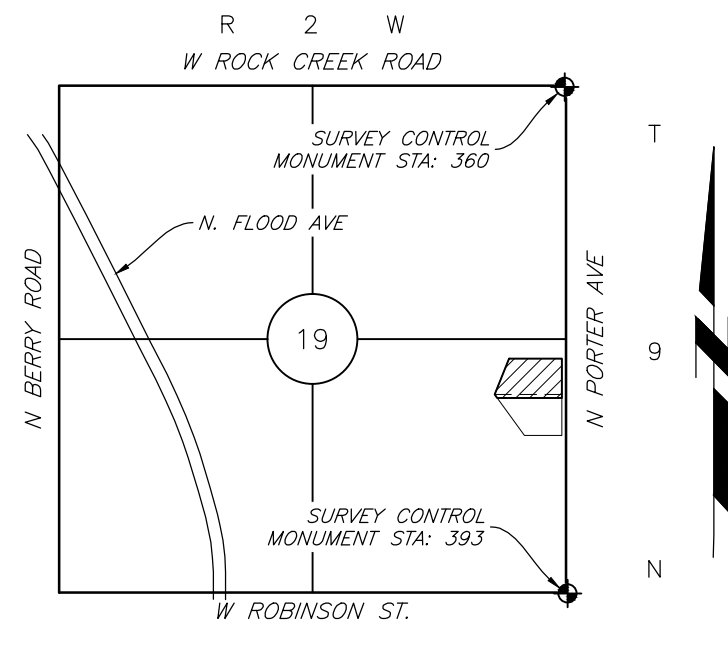


- Subject Tract
- Zoning

G:\ArcGIS10\Map_Templates\Map_Templates\Map10.mxd

PRELIMINARY PLAT
VCN Development
A SIMPLE PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4)
OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE
INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION,
ALL LOCATED IN NORMAN, CLEVELAND COUNTY, OKLAHOMA



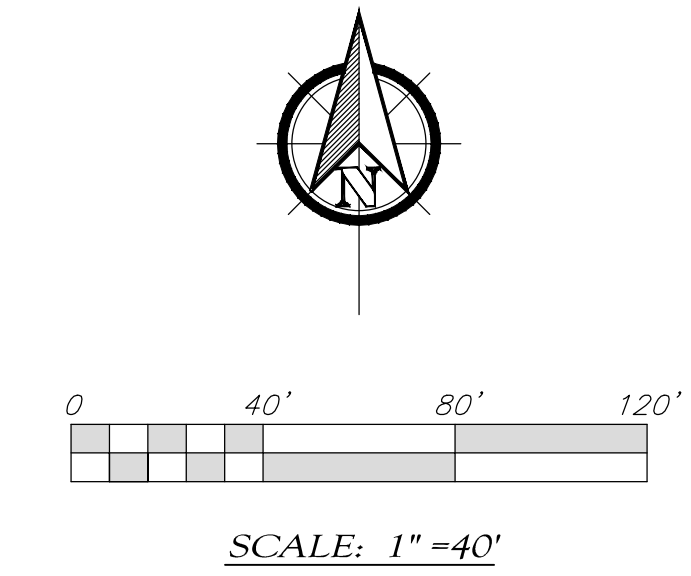
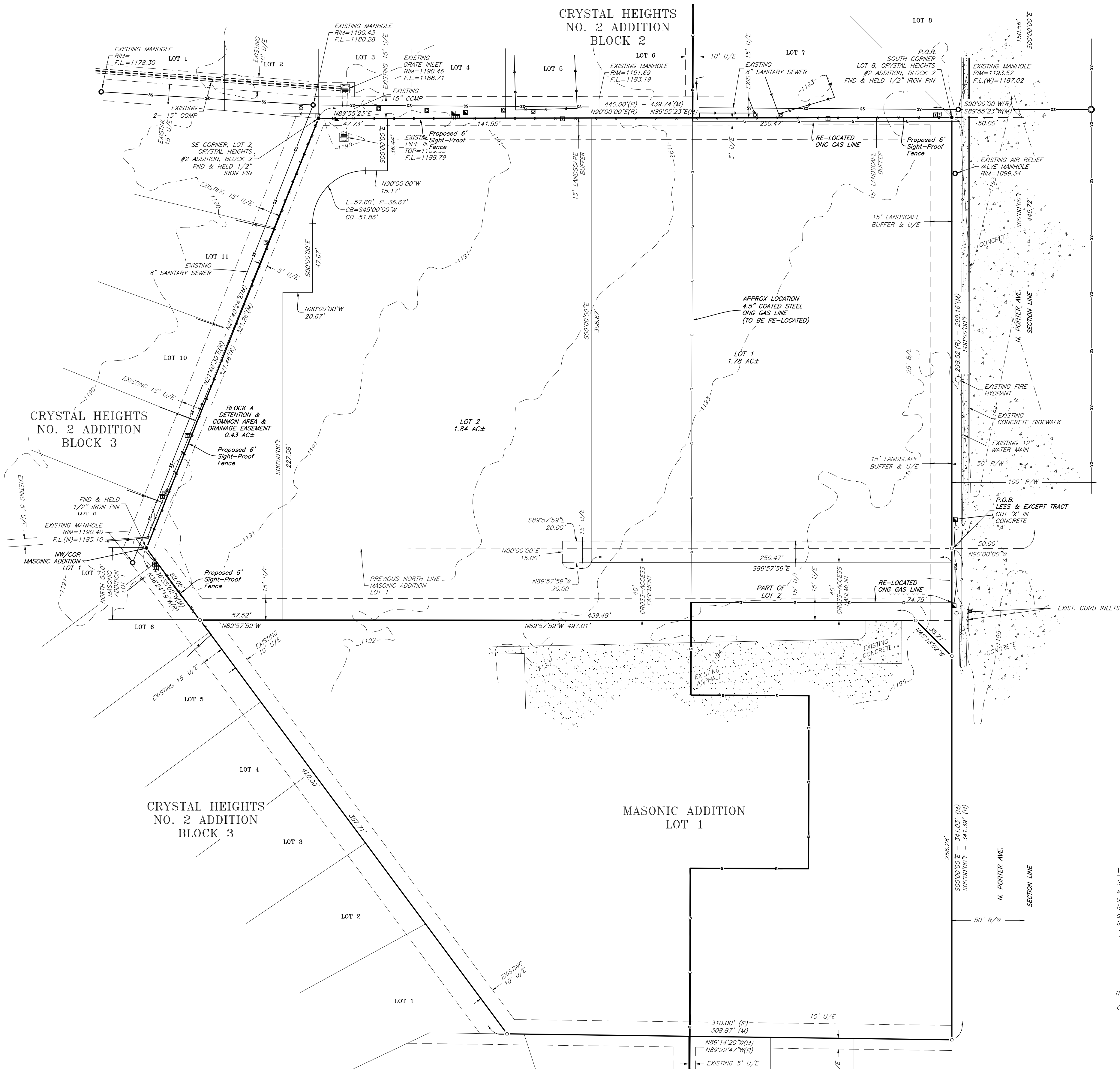
LOCATION MAP
SCALE: 1" = 2000'

CITY OF NORMAN SURVEY CONTROL MONUMENT
STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORRS98) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.327
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODEIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

CITY OF NORMAN SURVEY CONTROL MONUMENT
STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORRS98) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODEIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"

LEGAL DESCRIPTION:
(NORTH TRACT)
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 150.56 FEET; THENCE S90°00'00"W (R), S89°55'23"W (M) A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 298.52 (R), 299.16 (M) FEET; THENCE N0°00'00"W (R), N89°57'59"W (M) A DISTANCE OF 559.25 (R), 559.17 (M) FEET; THENCE N2°14'30"E (R), N2°16'24"E (M) A DISTANCE OF 321.46 (R), 321.30 (M) FEET; THENCE N90°00'00"E (R), N89°55'23"E (M) A DISTANCE OF 440.00 (R), 439.74 (M) FEET TO THE POINT OF BEGINNING.
AND
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W (R), N36°35'02"W (M) A DISTANCE OF 62.29 FEET; THENCE N80°00'00"W (R), S89°57'59"E (M) A DISTANCE OF 559.25 (R), 559.17 (M) FEET TO THE POINT OF BEGINNING.
CONTAINS 4.05 ACRES, MORE OR LESS, COMBINED.

LEGAL DESCRIPTION:
(SOUTH TRACT)
LOT ONE (1), BLOCK ONE (1), MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA
LESS AND EXCEPT
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W (R), N36°35'02"W (M) A DISTANCE OF 62.29 FEET; THENCE N80°00'00"W (R), S89°57'59"E (M) A DISTANCE OF 559.25 (R), 559.17 (M) FEET TO THE POINT OF BEGINNING.
CONTAINS 0.63 ACRES, MORE OR LESS, REMAINING.



- LEGEND**
- (o) INDICATES 3/8" IRON PIN SET.
 - (w/c) INDICATES 2" x 2" x 24" (UNLESS OTHERWISE NOTED)
 - (●) INDICATES EXISTING MONUMENT
 - (M) WATER METER
 - (W) WATER VALVE
 - (F) FIRE HYDRANT
 - (P) POWER POLE
 - (L) LIGHT POLE
 - (G) GUY WIRE
 - (G) GAS METER
 - (V) VENT PIPE
 - (T) TELEPHONE PEDESTAL
 - (E) ELECTRIC BOX
 - (C) CLEAN OUT
 - (M) MANHOLE
 - (S) STORM DRAIN
 - (A) AIR CONDITIONER UNIT
 - (S) SIGN
 - (B) BENCHMARK
 - (T) TREE
 - (TUG) TELEPHONE, UNDERGROUND
 - (UGE) UNDERGROUND ELECTRIC
 - (OHE) OVERHEAD ELECTRIC & CABLE TV
 - (FOC) FIBER OPTIC CABLE
 - (CATV) CABLE TV
 - (PET) PETROLEUM LINE
 - (G) GAS LINE
 - (HPC) HIGH PRESSURE GAS LINE
 - (W) WATER LINE
 - (SS) SANITARY SEWER LINE
 - (STS) STORM SEWER
 - (PSS) PRESSURIZED SANITARY SEWER LINE
 - (X) FENCE
 - (F) FLOW LINE
 - (R/W) RIGHT-OF-WAY
 - (U/E) UTILITY EASEMENT
 - (D/E) DRAINAGE EASEMENT
 - (S/E) SIDEWALK EASEMENT
 - (B/L) BUILDING LINE
 - (R) INDICATES RECORDED DISTANCE OR BEARING ACCORDING TO RECORDED PLAT
 - (M) INDICATES ACTUAL MEASURED DISTANCE OR BEARING ACCORDING TO FOUND MONUMENTS

DEVELOPERS INFORMATION

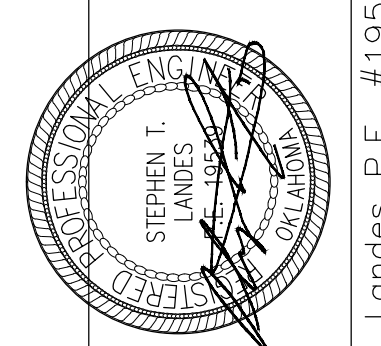
LOCATION: N. Porter Ave. & Sandpiper
Norman, Ok. 73093
OWNER: Fred Thomas IV, Owner
Hampton Homes, LLC
2272 36th Ave NW
Norman, Ok. 73072
ARCHITECT/DEVELOPER: ADG Blatt
Anthony Blatt, AA
920 W Main St.
Oklahoma City, OK 73106
PROJECT ENGINEER: Landes Engineering
Stephen T. Landes
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388
PROJECT SURVEYOR: Landes Engineering
Chris D'Amico
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

UNDERGROUND UTILITIES NOTE
Source information from plans and markings have been combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation or "pot-holing" may be necessary.

FLOOD STATEMENT
THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280-1, MAP REVISED 01/15/2021

Client: Kayley Garriott/ADG Blatt
Project: VCN Development
Sheet No: Preliminary Plat
Drawing: STL
Check: STL
Date: 01/29/2024
Scale: 1" = 40'
Sheet: 1 of 1

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, Ok 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25



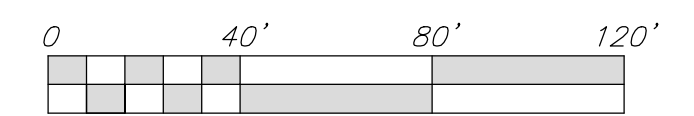
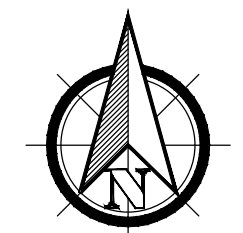
Stephen T. Landes P.E. #19539
Date

Revisions	Date

DEVELOPMENT PLANS VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT
A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4)
OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE
INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION,
ALL LOCATED IN CLEVELAND COUNTY, OKLAHOMA

P.O.C. (NORTH TRACT)
= NE/4-C/SE/4
SEC. 19, T9N-R2W



SCALE: 1" = 40'

LEGEND

- (o) INDICATES 3/8" IRON PIN SET, W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)
- (●) INDICATES EXISTING MONUMENT
- ⊕ WATER METER
- ⊕ WATER VALVE
- ⊕ FIRE HYDRANT
- ⊕ FIRE HYDRANT VALVE MANHOLE
- ⊕ POWER POLE
- ⊕ LIGHT POLE
- ⊕ GUY WIRE
- ⊕ GAS METER
- ⊕ VENT PIPE
- ⊕ TELEPHONE PEDESTAL
- ⊕ ELECTRIC BOX
- ⊕ CLEAN OUT
- ⊕ MANHOLE
- ⊕ STORM DRAIN
- ⊕ AIR CONDITIONER UNIT
- ⊕ SIGN
- ⊕ BENCHMARK
- ⊕ TREE
- TUG— TELEPHONE UNDERGROUND
- OHE— OVERHEAD ELECTRIC
- FOC— FIBER OPTIC CABLE
- CATV— CABLE TV
- PET— PETROLEUM LINE
- C— GAS LINE
- HPC— HIGH PRESSURE GAS LINE
- W— WATER LINE
- SS— SANITARY SEWER LINE
- STS— STORM SEWER
- PSS— PRESSURIZED SANITARY SEWER LINE
- X— FENCE
- — FLOW LINE

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NA83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,700.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODEIC COORDINATES
NORTH LATITUDE: 35°15'27.7900"
WEST LONGITUDE: 97°26'27.1756"

CITY OF NORMAN SURVEY CONTROL MONUMENT

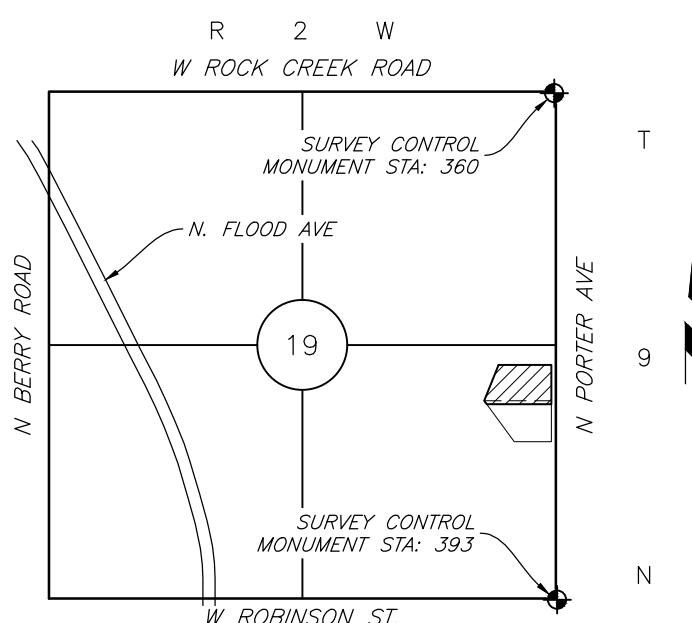
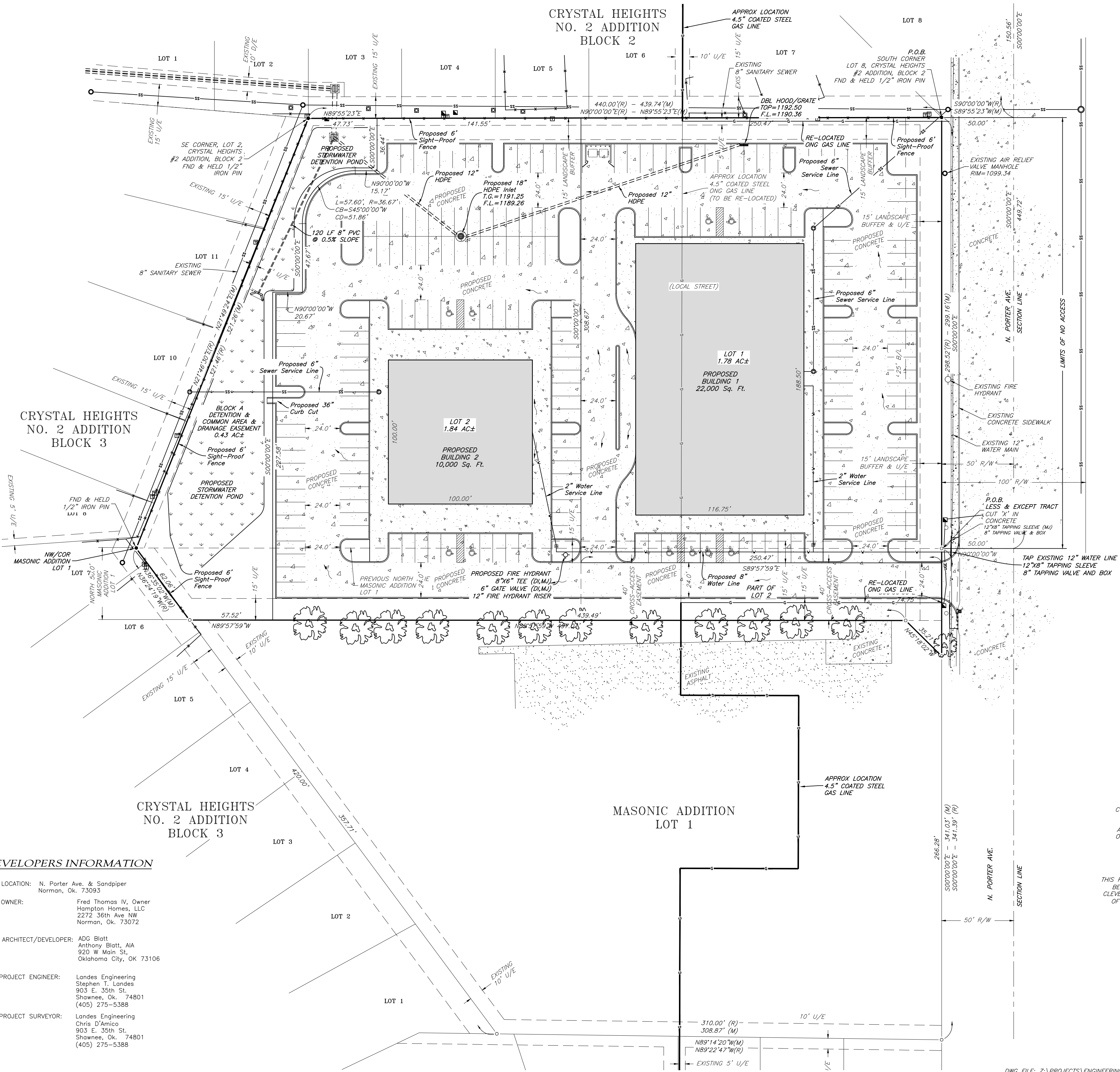
STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NA83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.327
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODEIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

UNDERGROUND UTILITIES NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280-J, MAP REVISED 01/15-2021



LOCATION MAP
SCALE: 1" = 2000'

LEGAL DESCRIPTION: (NORTH TRACT)
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 150.56 FEET; THENCE S89°55'23"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 298.52(R), 299.18(M) FEET; THENCE N90°00'00"W A DISTANCE OF 559.25(R), 559.17(M) FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W A DISTANCE OF 440.00(R), 439.74(M) FEET TO THE POINT OF BEGINNING.

AND
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W A DISTANCE OF 440.00(R), 439.74(M) FEET TO THE POINT OF BEGINNING.

CONTAINS 4.05 ACRES, MORE OR LESS, COMBINED.

LEGAL DESCRIPTION: (SOUTH TRACT)
LOT ONE (1), BLOCK ONE (1), MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA
LESS AND EXCEPT
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W A DISTANCE OF 440.00(R), 439.74(M) FEET TO THE POINT OF BEGINNING.
CONTAINS 0.63 ACRES, MORE OR LESS.
1.38 ACRES, MORE OR LESS, REMAINING.

DEVELOPERS INFORMATION

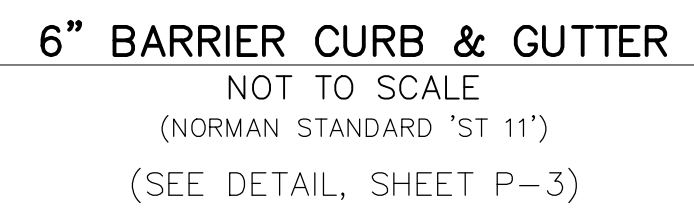
LOCATION: N. Porter Ave. & Sandpiper
Norman, Ok. 73093

OWNER: Fred Thomas IV, Owner
Hampton Homes, LLC
2272 36th Ave NW
Norman, Ok. 73072

ARCHITECT/DEVELOPER: ADG Blatt
Anthony Blatt, AIA
920 W Main St.
Oklahoma City, OK 73106

PROJECT ENGINEER: Landes Engineering
Stephen T. Landes
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

PROJECT SURVEYOR: Landes Engineering
Chris D'Amico
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388



6" BARRIER CURB & GUTTER
NOT TO SCALE
(NORMAN STANDARD 'ST 11')
(SEE DETAIL, SHEET P-3)

Project: Kayley Garriott/ADG Blatt
VCN Development
Title Sheet
Date: 1/29/2024
Sheet: C-1

Landes Engineering L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. Box 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25

Date: 1/29/2024
#19539
Stephen T. Landes, P.E.
Professional Engineer
Professional Seal of Stephen T. Landes, No. 19539

Revisions	Date	By	Check	Scale
1	10/10/2022	MARK-UPS PER CITY REVIEW		



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/08/2024

REQUESTER: Anthony Blatt, on behalf of the Owner

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

APPLICANT/REPRESENTATIVE Anthony Blatt, ADGBlatt, on behalf of the owner
Hampton Investments Prime, L.L.C. – Owner

WARD 8

CORE AREA No

BACKGROUND: The applicant is requesting to rezone the subject property from the Avadon Terrace SPUD, Simple Planned Unit Development, which allowed for a single-family residential development, to a new SPUD to allow for an office development with two lots, two buildings and associated parking. The subject property is approximately 4 acres. The property is currently vacant.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC24-01 January 16, 2024

The January meeting of the Greenbelt Commission was canceled due to inclement weather. Because this Commission is advisory to Planning Commission, the cancelation of meetings does not preclude items from moving forward. There are required sidewalks along Porter and no other trail designations.

PRE-DEVELOPMENT MEETING: PD23-41, January 25, 2024

The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

BOARD OF PARKS COMMISSIONERS:

A meeting with the Board of Parks Commissioners was not required for this application because it is a commercial development with no residential components.

ZONING ORDINANCE CITATION:

SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for

the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The current zoning is Avadon Terrace SPUD, Simple Planned Unit Development, Ordinance No. O-2122-41, which allows for the development of single-family residential on smaller lots than typical R-1 developments.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The proposed uses for the subject property are listed in Exhibit C. The applicant intends to use the property for a medical office in one building and another office in the second.

SITE PLAN/ACCESS: The site plan presented as Exhibit B in the SPUD Narrative shows an entrance to Lot 1 and Lot 2 from Porter Avenue. There is an existing traffic light at this intersection. Two buildings are proposed in this development. The building closest to the street is proposed to be approximately 22,000 square feet. The building to the west is proposed to be approximately 10,000 square feet. Parking is proposed around both buildings. The stormwater detention pond is proposed along the western boundary of the subject property.

LANDSCAPING: This development will include large trees to be planted in accordance with Appendix D of the Zoning Ordinance, Section 36-551, Landscaping Requirements for Off-Street Parking Facilities. The large tree at the northwest side of the lot will be preserved if possible. Large trees between the subject property and the Masonic Lodge to the south will remain.

SIGNAGE: All signs shall comply with the requirements outlined in the City's sign code, Chapter 28, Section 28-506, Office Zone Sign Standards.

LIGHTING: All exterior lighting shall be installed in conformance with the City of Norman's commercial outdoor lighting standards, as described in Section 36-549, as amended from time to time.

SANITATION/UTILITIES: The utility services for this development are existing. Roll off dumpsters will be used for temporary construction purposes.

PARKING: Parking shall be developed in compliance with the parking layout shown on Exhibit B Site Plan, subject to changes allowed by Chapter 36-510 (k). The parking shall be installed to Norman's applicable parking ordinances as amended from time to time.

SIDEWALKS: There is an existing sidewalk which runs adjacent to Porter Avenue. Sidewalks will be installed in compliance with the City of Norman's standards.

EXTERIOR BUILDING MATERIALS: The SPUD Narrative states the exterior materials will include masonry veneer, simulated stucco/exterior insulation and finish systems (EIFS), and concealed fastener architectural metal panels.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed uses for the SPUD, Simple Planned Unit Development, are similar to the existing office uses to the south of this proposal. City Staff does not anticipate negative traffic impacts – access is by way of a signalized intersection.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Items dealing with hydrants and fire code will be handled at the time of building permit.

PUBLIC WORKS/ENGINEERING: Please see the attached staff report from Engineering staff regarding the outstanding review items for this site.

TRAFFIC ENGINEER: Please see the attached report from the City Traffic Engineer.

UTILITIES: Items regarding water line design will be handled at building permit stage.

CONCLUSION:

Part of the requirements for a SPUD is to have an approved preliminary site development plan. Due to late submittal of the companion item: preliminary plat and preliminary site development plan, and ongoing review of those documents, this item does not have the required preliminary site development plan. The SPUD request cannot stand on its own merits, an approved preliminary site development plan must move forward with this item.

Staff forwards this request for rezoning to a new SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-38 to the Planning Commission for consideration and recommendation to City Council.

VCN Development

A Simple Planned Unit Development

Norman, Oklahoma

APPLICANT:

ADG Blatt / Architect on behalf of the Developer

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted December 1, 2023

Revisions January 29, 2024

PREPARED BY:

ADG Blatt

920 West Main Street

Oklahoma City, OK 73106

405-232-5700

ablatt@adgblatt.com

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Uses Permitted
- B. Area Regulations
- C. Miscellaneous Development Criteria

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses

I. INTRODUCTION

This Simple Planned Unit Development seeks to rezone a tract of property, containing approximately 4.05 acres, located in Ward 8 of the City of Norman. The site will be a commercial development. The property is located on the west side of Porter Avenue just under a half mile north of Robinson Street. It is surrounded on the north and west sides by Crystal Heights No. 2 Addition which was developed in the mid-1970s. The south side of the parcel is Lot 1 of the Masonic Addition. To allow for proper street alignment, the north 50 feet of Lot 1, Masonic Addition was purchased to be included in this development and utilized for the parking drive alignment that will be constructed on the south side of the property. The property is more particularly described on the attached Exhibit A (the "Property"). The Property is currently zoned Avadon Terrace Planned Unit Development, which does not accommodate the proposed commercial development, therefore, the Applicant seeks to rezone the Property to allow for the commercial site layout.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location:

The property is located on the west side of Porter Avenue just under ½ mile north of Robinson Street.

B. Existing Land Use and Zoning:

The Property is currently zoned Avadon Terrace Planned Unit Development and the Property's NORMAN 2025 Land Use Plan Designation is Low Density Residential. The properties to the North are designated RM-2, Low-Density Apartment District with all additional urban developed properties surrounding the property being R-1, Single-Family Dwelling District.

C. Elevation and Topography:

The Property slopes from the Southeast to the Northwest corner of the property.

D. Drainage

As defined above, the topography falls at an average 1.0% slope to the Northwest corner. During development of Crystal Heights No.2 Addition, a storm sewer system was developed to collect storm sewer from this parcel to an underground system serving Crystal Heights Addition. The end of the pipe will be modified with a control box that will regulate the pre & post development flow conditions not to exceed the capacity of the existing system by meeting or exceeding the reduction in pre-development flow conditions.

E. Utility Services

The Property has a 12" water main located along North Porter Avenue and 8" sanitary sewer lines around the perimeter of the Crystal Heights No. 2 Addition.

The necessary utility services for this development are existing or will be capable of being extended to provide full service.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations. Required fire hydrants are existing or will be installed to meet City of Norman code requirements.

G. Traffic Circulation and Access

An additional 50' was obtained from Lot 1 of the Masonic Addition to allow alignment with the south parking lot drive lane and the existing traffic light located at the intersection.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate commercial development. The Property shall be developed in compliance with the Site Development Plan, attached hereto as Exhibit B. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference, and further depict the development criteria for the Property. Two (2) commercial lots are proposed in this development.

A. Uses Permitted:

The allowable uses for the Property is attached as Exhibit C.

B. Area Regulations:

The lots within the Property shall comply with the following regulations:

Minimum lot size shall be 40,000 square feet.

Front Yard:

The minimum depth of the front yard setback shall be twenty five (25') feet.

Rear Yard:

The minimum depth of the rear yard setback shall be fifteen (15') feet.

Lot Coverage: The maximum lot coverage for all structures, as well as impervious area, shall be no more than seventy-five percent (75%) of the total lot area.

Maximum Height:

35'-0" and two stories in height.

C. Miscellaneous Development Criteria

1. Site Plan

The Site Development Plan for the Property is concurrently submitted with this SPUD and shall be incorporated herein as an integral part of the SPUD and the development of the property shall be constructed as presented thereon, subject to final design development and the changes allowed by Section 36-510(k) of the City of Norman's SPUD Ordinance.

2. Signage

The entrance to the Property from Porter Avenue may contain entryway signage on a monument sign. The signage may be lighted and landscaped with appropriate vegetation as not to interfere with traffic sight lines. All signage will have a maximum area of 490 sq. ft.

3. Traffic Access/Circulation and Sidewalks

Access to the property is at the intersection of Porter Avenue and Sandpiper Lane which will align with the parking drive lane on the south side of the property. Sidewalks will be installed in compliance with the City's standards.

4. Landscaping/Parkland

Landscaping for the development shall be provided in accordance with City of Norman standards. Basis of design shall be provided for O-1, Office-Institutional District zoned properties. Large trees between the existing Masonic Lodge and the proposed entrance and development will be preserved if at all possible. Utilities will all be constructed on the north side of the access drive on the south side of the property to not impact the root system of the existing tree line. Trees must be selected from the list provided in Appendix D of the City of Norman Zoning Ordinance and be at least 2" caliper (diameter measured 6" above ground level).

5. Roll Off Dumpsters

Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

Fencing and Screening

Fencing for the property will be installed in accordance with Section 36-552, Fencing, Walls, and Screening.

Lighting

All exterior lighting will be installed in accordance with Section 36-549, Commercial Outdoor Lighting Standards.

6. Exterior Building Materials

Exterior materials used in construction of the buildings will include the following:

Masonry Veneer

Simulated Stucco / Exterior Insulation and Finish Systems (EIFS)

Concealed fastener Architectural Metal Panels

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT 1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1. SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

EXHIBIT C
Allowable Uses

- Office buildings and offices for such professional services as follows:
 - Accountant
 - Architect
 - Attorney
 - Dentist or dental surgeon
 - Engineer
 - Geologist or geophysicist
 - Physician or surgeon
 - Registered nurse
- No retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional uses or a pharmacy which may be located only in a building providing space for medical offices.
- Childcare center as specified in NCC 36-566
-



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:32 p.m.

ROLL CALL

PRESENT

- Cameron Brewer
- Steven McDaniel
- Liz McKown
- Michael Jablonski
- Erica Bird
- Jim Griffith
- Maria Kindel
- Kevan Parker

ABSENT

- Douglas McClure

A quorum was present.

STAFF PRESENT

- Jane Hudson, Director of Planning & Community Development
- Lora Hoggatt, Planning Services Manager
- Melissa Navarro, Planner II
- Beth Muckala, Assistant City Attorney
- Scott Sturtz, Interim Director of Public Works
- Todd McLellan, Development Engineer
- Jack Burdett, Subdivision Development Coordinator
- David Riesland, Transportation Engineer
- Bryce Holland, Multimedia Specialist
- Roné Tromble, Admin. Tech. IV

*

NORMAN 2025, SPUD Zoning & Preliminary Plat

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. NORMAN 2025 Map
3. Pre-Development Summary

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Location Map
3. Zoning Map
4. SPUD Narrative with Exhibits A-C
5. Preliminary Plat
6. Development Plan
7. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ANTHONY BLATT, ON BEHALF OF THE OWNER FOR VCN DEVELOPMENT, A SIMPLE PLANNED UNIT DEVELOPMENT. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Transportation Impacts
3. Location Map
4. Preliminary Plat
5. Development Plan
6. Pre-Development Summary

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

Ms. Kindel asked if there will be a shared entry off Porter at the light. Ms. Hoggatt responded affirmatively.

PRESENTATION BY THE APPLICANT: Anthony Blatt is representing a client that wishes to purchase the property to put a medical facility on it, which the current zoning does not allow. The original land use plan allowed for institutional, but changed to residential when the most recent SPUD was done. They are proposing to develop two buildings on the site. The client has not purchased the property yet. The development plan shows a 22,000 sq. ft. office building on the east, and 10,000 sq. ft. office space. The buildings have not yet been designed. They would like to have all comments on the drainage calculations addressed when this goes to Council, so the client can purchase the property and go forward with design of the buildings.

Mr. Griffith asked if the buildings will be single story. Mr. Blatt responded affirmatively.

Ms. McKown noted the design shows the trees on the south border, but does not show the ash tree that the neighbors were concerned with. Mr. Blatt stated that the ash tree is to remain, and it needs to be shown on the site plan, and they are willing to amend the SPUD document to include it.

Mr. Brewer asked how the number of parking spaces was determined. Mr. Blatt explained that the client wants to make sure there is enough parking for staff and the people coming to the facility. They do exceed the current parking ordinance; they will be happy to make adjustments to meet the ordinance.

Ms. Kindel asked about the second building. Mr. Blatt said they will not be building the additional parking or the building until they know who will be occupying it. Ms. Kindel asked how many of the parking spaces shown on the plan will be for the first building. Mr. Blatt said approximately 2/3 of the parking spaces.

Mr. Griffith asked if there will be suites for rent. Mr. Blatt said it will be a single use medical facility in the larger building.

Ms. Bird asked for clarification on the lighting. Mr. Blatt responded that they want to be good neighbors. They are concerned about uniform light distribution for safety in the parking lot. They would be willing to work with staff and adjacent property owners to make sure the lights are appropriate.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer asked what the parking requirement is. Ms. Hudson responded that the parking ordinance was recently changed from requirements to recommendations in the commercial, office and retail sectors. Mr. Brewer commented that he likes the single user, but thinks there needs to be more definition of the parking needs.

Mr. Jablonski was concerned with the amount of concrete, stormwater runoff, and how much that will be generated by the parking lot. He thinks there needs to be a tree buffer on the north and west.

Mr. Brewer asked if there is any type of buffer planned. Mr. Blatt said they plan a 6' sight-proof fence on the north and west and a 20' landscape border.

Ms. Bird commented on the lack of a stormwater report. Mr. McDaniel pointed out that they will have to meet the standards before their building permit will be approved.

Ms. Kindel is concerned about the number of parking spaces. She would also like to see greenspace in the northwest area.

Motion made by McDaniel, seconded by Parker, to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council.

Voting Yea: McDaniel, McKown, Bird, Griffith, Parker

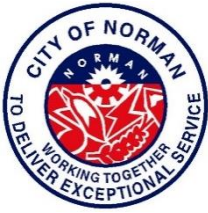
Voting Nay: Brewer, Jablonski, Kindel

The motion to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council was adopted by a vote of 5-3.

*

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-45 UPON FIRST READING BY
TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/24

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-45 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

On February 2, 2023, Visit Norman delivered a presentation to the Business and Community Affairs Committee regarding the Oklahoma Film Friendly Community Program established by the Oklahoma Film + Music Office (OF+MO). This program allows for municipalities to be listed as a certified film friendly community with the OF+MO to help attract film and television productions to the area.

There are three requirements to receive the certification under this program: 1) designating a community liaison for the City, 2) submitting locations to the Oklahoma Locations Directory, and 3) establishing a film permit. Visit Norman has undertaken responsibility for the first two steps and needed the City's assistance with the third. This third step required City Staff to create an addendum to the existing special event permit for the required film permit as well as update the Special Events Ordinance (§20-300) to reflect the addition of the film permit.

On February 20, 2024, City Staff delivered a presentation regarding such changes to the Special Events Ordinance and permit at a City Council Study Session. The updates to the Special Events Ordinance are discussed below.

DISCUSSION:

Substantive Changes:

Sec. 20-3001 – Definitions

This section was modified to include a film or television production event in the definition of what constitutes a special event under the ordinance.

Sec. 20-3005 – Supporting Documents Required

This section was modified to establish the requirement of a film permit for film or television production special events. This permit will be an addendum to the existing special event permit and will have a fee associated with it, the fee reflected in Section 20-3004 as well as in Appendix A, the City of Norman Fee Schedule.

Sec. 20-3011 – Event Access Requirements

This section was modified to allow for an entire street closure, for a limited duration, for film or television production events to ensure ability to maintain closed sets and prevent the free flow of pedestrians in and out of production activities.

Appendix A – The City of Norman Fee Schedule

This section was modified to include the new film permit fees, the basis of the fee being the number of production days the film or television production event is to last. 0-3 production days at no charge, 4-15 production days at a \$25 fee, and 16 or more production days at a \$50 fee.

Grammar, Formatting, and Section Reference Changes:

Sec. 20-3002, Sec. 20-3003, Sec. 20-3004, Sec. 20-3005, Sec. 20-3006, Sec. 20-3007, Sec. 20-3008, Se. 20-3009, Sec. 20-3010, Sec. 20-3011, Sec. 20-3012, Sec. 20-3013, Sec. 20-3015, Sec. 20-3016, and Sec. 20-3017

These sections either contain: 1) grammar changes, such as the addition or removal of articles and commas, using gender neutral designations, and fixing capitalization issues; 2) formatting changes, such as the restructuring or renumbering of subsections for better clarity, removal of redundant language, and application of consistent numbering references throughout the ordinance (EX: ninety (90)); or 3) modifying internal section references to match the correct section of the NCC meant to be referenced.

RECOMMENDATION:

Staff forwards Ordinance O-2324-45 to Council for Consideration.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Section 20-3001 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3001. – Definitions

The following words, terms, and phrases, when used in this Article shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Operator means an individual, group of individuals, association, partnership, corporation, firm, company, or property owner who intends to hold or sponsor a special event but shall not include the City.

Special event means an outdoor meeting, festival, gathering, amusement, show, concert, or other activity that is expected to last two (2) or more hours, is open to the public, and is reasonably expected to attract one thousand (1,000) or more people at any time during the event, or any film or television production event of any size.

Special event area or site means any outdoor place which will be maintained, used, or operated for a special event or any location that is to be used for a film or television production event.

* * *

§ 2. THAT Section 20-3002 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3002. – Intent And Purpose

The City finds that unregulated special events may pose a threat to the health, safety, welfare, and environment of the community. Unregulated special events which attract large numbers of patrons, and their vehicles can prevent passage of emergency vehicles, obstruct entrances to homes and businesses, and impede the use of streets and sidewalks by the inhabitants. Unregulated special events can create situations which exceed the City's capacity to provide adequately for security, public safety, health, sanitation, parking, water,

medical care, lodging and waste disposal. Further, unregulated special events can harm sensitive environmental areas, create noise, congestion, and other nuisances which interfere with the inhabitants' peaceful enjoyment of their homes, businesses, and property. It is the intent of this Article to regulate special events. Therefore, the City Council adopts an ordinance to regulate special events and mitigate any adverse effects they may cause.

* * *

§ 3. THAT Section 20-3003 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3003. – Security, Fire, And EMS Approvals

(a) The Police Chief or their designee shall review the detailed security plan provided by the operator. The plan must provide measures that will be in place to ensure crowd control, protection of public and private property, and include steps to be taken to prevent trespassers from gaining access to the event site. The plan must include an explanation of how and when City police officers or private security officers will be deployed and where they will be located during, before, and after the event. The Police Chief or their designee will determine the number of police officers and/or private security officers required based on the number of persons reasonably expected to attend the event and on any other reasonably reliable information regarding security risks, if any, posed by the proposed special event.

(b) The Fire Chief or their designee and a Building Official or their designee from the Development Services Division must approve the proposed location and size of any fire lane, booth, tent, stage, and other equipment. The Fire Chief or their designee will determine the appropriate level of adequate fire protection equipment and personnel, if any, which will be required to provide adequate fire protection at the special event site. Fire Department personnel may conduct a compliance inspection at a permitted event.

(c) The Fire Chief or their designee shall review the number and type of emergency medical personnel, services, and equipment provided in the operator's proposed map of the event area. The operator must provide assurance that adequate first aid and emergency medical services are available at the site in light of the nature of the event, its expected duration, and the number of persons reasonably expected to attend.

* * *

§ 4. THAT Section 20-3004 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3004. – Permit Application And Approval Process

(a) To obtain a permit under this Article, an operator must submit an application to the City Clerk on a form prescribed by the City Clerk. The application must be submitted no less than ninety (90) days prior to the proposed date of the event. The City Clerk may waive this deadline at their discretion.

(b) An operator must submit the necessary fees, as determined by the City, after processing of the permit application. Determination of applicable fees depends on the size and the type of the event. These fees may include, but are not limited to, an electrical permit fee, a sign permit fee, a temporary food service fee, a solicitor/peddler license fee, street closure permit fee, a traffic-control fee, a park rental fee, a sanitation fee, a beer license fee, a noise variance fee, a building permit fee, and a film permit fee.

(c) Recognizing that many special events are unique and present their own special circumstances, the City Clerk is authorized to promulgate regulations to meet the intent of this Article and to waive or modify requirements of the ordinance or regulations to meet unique circumstances of a particular special event. Such a modification or waiver by the City Clerk shall be appealable to the City Manager and then to the City Council as desired by the applicant.

* * *

§ 5. THAT Section 20-3005 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3005. – Supporting Documents Required

An operator shall provide the following supporting documents for the application:

(a) A map of the event area showing the location of all street closures, fire lanes, barricades, booths or vendors, stages or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, banners, and other equipment or materials the operator intends to place in the event area;

(b) A copy of the promotional literature the operator intends to use to advertise the event;

(c) The names and contact information of the promoter, the owner, and the sponsors of the event;

(d) A certificate of liability insurance in the amount and type of coverage required by the City that names the City as an additional insured, except that this section is not applicable to any governmental entity that is covered under the State Governmental Tort Claims Act, 51 O.S. § 151 et seq.;

(e) A statement that the operator has not violated the terms of a permit issued under this Chapter during the two (2) years immediately preceding the date of the application;

(f) If street closures are involved, a notice of the proposed closure(s) including statements that the operator has provided a map of the event area and the event's promotional literature to each property owner and tenant on streets affected by the proposed closure area;

(g) If for a film or television production event, the operator shall complete the addendum to the special event permit under this Article regarding the specifics of such film or television production event.

* * *

§ 6. THAT Section 20-3006 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3006. – Notice of Proposed Closure And Signature Requirement

(a) The notice of proposed street closure required by NCC 20-3005(f) shall be on a form approved by the City Clerk and must include:

(1) The original signature of each affected person, including the typed or printed name of the affected person and a notation that the signer either supports or opposes the street closure; and

a. The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one (1) affected person from each unit within the building will be required to sign;

(2) An affidavit by the person circulating the notice that the circulator provided each affected person with a copy of the map of the street closure area and the promotional literature for the event at the time the person signed the form.

(b) The City Clerk may not issue a permit unless the notice submitted by the operator under this Section contains signatures from affected persons supporting the street closure as follows:

(1) In commercially zoned areas, seventy-five percent (75%) of the affected persons must support the street closure. In residentially zoned areas, ninety percent (90%) of the affected persons must support the street closure; and

(2) The City Clerk shall count an affected person's failure to sign the notice as opposition to the street closure, unless the operator demonstrates that the operator attempted to contact the affected person as required by NCC 20-3005(3a).

(c) An operator who is unable to obtain the signature of an affected person on the notice shall mail to the affected person by certified mail, return receipt requested, a portion of the notice form requesting the person's signature and the promotional literature for the event. An operator must include a pre-addressed, postage paid, return envelope with the notice. The operator must address ~~by~~ the return envelope and certified mail receipt to the City Clerk's office. An operator must deliver to the City Clerk's office all unclaimed notice envelopes that are returned to the operator.

(d) The operator must also comply with all other requirements contained within the street closure permit application itself.

* * *

§ 7. THAT Section 20-3007 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3007. – Recalculation Of Signature Requirement

(a) An operator who requests a reduction in the signature requirement must demonstrate that the operator:

- (1) Complied with NCC 20-3006(c); and
- (2) Mailed the certified letter required by that subsection at least ten (10) days before the date of the request for recalculation of the signature requirement.

(b) If the City Clerk determines that an operator meets the requirements of Subsection (a) of this Section, the City Clerk shall recalculate the number of signatures required to satisfy NCC 20-3006(31). The City Clerk may not include in the recalculation those affected persons who did not sign the notice and reply to the registered letter.

* * *

§ 8. THAT Section 20-3008 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3008. – Determination On Application

The City Clerk shall approve or deny an application in writing no later than the fifteenth (15th) working day after the City Clerk has received all supporting documentation pertinent to the application. The City Clerk shall state the reasons for the denial of an application.

* * *

§ 9. THAT Section 20-3009 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3009. – Appeal Of Denial Of Application

(a) An operator who has been denied a permit may make application for relief from portions of this Article or from the City Clerk's determination to the City Manager. Such appeal must be made within ten (10) working days from the date of the City Clerk's determination and only after all issues relevant to the permit process have been determined. Upon receipt of the appeal, the City Manager will then have up to ten (10) working days to grant relief upon an adequate showing that undue hardship would be suffered if not granted.

(b) After having been denied relief by the City Manager, as provided in Subsection (a) of this Section, the operator shall have the right of appeal to the Council of the City. Such appeal shall be taken by filing with the City Clerk, within ten (10) working days after denial of relief by the City Manager, a written statement setting forth fully the grounds for the appeal. After receipt of the written statement, the City Clerk shall schedule the appeal for hearing by the City Council on the next regular agenda. The operator shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the application shall be adequate notification. The decision and order of the Council on such appeal shall be final and conclusive.

* * *

§ 10. THAT Section 20-3010 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3010. – Approval And Issuance of Permit

- (a) The City Clerk shall only issue a permit to the operator if:
 - (1) The application complies with this Chapter and guidelines approved under this Chapter; and
 - (2) The map of the area showing the location of services, street closures, and equipment for the event is approved.
- (b) For the purposes of this Article only, City zoning ordinances are not grounds for denial of a permit.
- (c) The City Clerk may not issue a permit until the operator has paid all the permit fees associated with the event.

* * *

§ 11. THAT Section 20-3011 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3011. – Event Access Requirements

- (a) A permittee may not block off a street in a manner that prevents the free movement of pedestrians into and out of the closure area. Notwithstanding, film or television production events may request for streets to be entirely closed to the public for a limited duration.
- (b) If an entry fee is charged for an event, a permittee may not charge the fee to:
 - (1) A person who resides or operates a business in the event area; or
 - (2) A customer of or a person making a delivery to a business or residence in the event area.

(c) A permittee shall post a sign at each entrance and exit to the event area visible to all patrons entering the area that includes the amount of the entry fee, if any, and the rules of access to the event. A permittee must post the sign required under this section during the time the entry fee is in effect.

* * *

§ 12. THAT Section 20-3012 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3012. – Safety Requirements

(a) A permittee must supply adequate personnel for security and crowd control. A security agent employed under this section must:

- (1) Be in uniform;
- (2) Be able to contact the City Police or Emergency Medical Services if necessary; and
- (3) Not consume an alcoholic beverage or participate in the event.

(b) A permittee shall provide emergency medical personnel and EMS stations as approved by the Fire Chief or their designee.

(c) A permittee shall comply with the Uniform Fire Code and the Fire Department's street closure guidelines and maintain adequate fire lanes within the event area.

(d) If alcoholic beverages are to be sold at the event, a permittee shall comply with all requirements of the Alcohol Beverage Licensing Enforcement Commission, State Tax Commission, County Court Clerk's office, and City Code of Ordinances.

(e) The operator must provide adequate illumination at night to protect the safety of the persons in attendance. Lighting must be adequate to protect safety but must not unduly impact neighboring properties.

(f) The operator must provide an adequate, safe supply of potable water. In addition, there must be access to adequate water supply to extinguish any fire at the site. The plan must detail the source and location of the water supplies.

(g) Banners are allowed to be secured above City streets only while the street is closed to traffic and only during the duration of the special event. However, these banners must comply with the following conditions:

- (1) Banners are only permitted to be secured above two-lane streets.
- (2) Banners must be properly permitted by the Director of Public Works or his designee and the Building Official or their designee. To be permitted, the

operator must show that the plans for the proposed banner have been sealed by a licensed engineer.

(3) No special event operator may erect more than two (2) banners across closed streets.

(4) The permit fee to erect each banner is, as provided in the City fee schedule.

* * *

§ 13. THAT Section 20-3013 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3013. – Health Requirements

(a) If food or beverages will be sold at the event, all relevant State Department of Health and City regulations must be followed, and appropriate licenses must be obtained.

(1) These requirements include valid food handlers' licenses for each person staffing the booths and compliance with temporary establishment requirements of State Health Department Rule 310:257. However, if the special event is a farmers' market properly registered with the State Department of Agriculture, the Department of Agriculture and the State Department of Health do not require duplicate permitting.

(2) To obtain a temporary food license from the City, a permittee must pay a fee, as provided in the City fee schedule, per food vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(b) If food or beverage booths are used during an event, a permittee shall spray-clean the sidewalk and area around the food and beverage booth with water within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier.

(c) If a permittee fails to promptly spray clean the sidewalk and area around a food and beverage booth, within twenty-four (24) hours after the end of the event or prior to reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(d) The permittee must arrange for the City Sanitation Department to provide an adequate number of trash receptacles, dumpsters, and containers for recyclables for the event.

(e) If the permittee fails to promptly clean up trash and remove debris from the event site within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(f) A permittee shall provide an adequate number of portable toilets based on the estimated number of participants at the event as specified by the State Department of Health. A permittee may not place a portable toilet within twenty-five (25) feet of an entryway to an adjacent business or residence, unless the adjacent property owner or tenant approves a distance of less than twenty-five (25) feet.

* * *

§ 14. THAT Section 20-3015 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3015. – Solicitor/Peddler Permit Process

- (a) If the sponsor of the event plans to include individual vendors as part of the event, the sponsor will have to obtain a solicitor/peddler permit.
- (b) The cost of the permit will be, as provided for in the City fee schedule for each vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.
- (c) This section applies to all special events held under this Article, including special events in parks.

* * *

§ 15. THAT Section 20-3016 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3016. – Exemption For The City

Special events sponsored by the City are exempt from the fees associated with this Article. However, vendors operating under the umbrella of a City-sponsored event will still be required to pay for a solicitor/peddler permit.

* * *

§ 16. THAT Section 20-3017 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3017. – Offense And Penalty

- (a) A person commits an offense if the person violates the terms of a street closure permit, closes a street without a permit, damages or destroys any City property or violates any provisions of this Article.
- (b) An offense under this Section is a misdemeanor punishable in accordance with NCC 20-113.

(c) A permittee who is convicted of violating the terms of a permit issued under this Article may not apply for or receive another permit for two (2) years after the date of revocation.

* * *

§ 17. THAT Appendix A “City of Norman Fee Schedule” of the Code of Ordinances of the City of Norman shall be amended to read as follows:

20-3004	Film permit, special events:	
	0-3 production days	\$0.00
	4-15 production days	\$25.00
	16 or more production days	\$50.00

* * *

§ 18. 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 _____, 2024.

NOT ADOPTED this _____ day
of _____, 2024.

Larry Heikkila, Mayor

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Section 20-3001 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3001. – Definitions

The following words, terms, and phrases, when used in this ~~a~~Article shall have the meanings ascribed to them in this ~~s~~Section, except where the context clearly indicates a different meaning.

Operator means an individual, group of individuals, association, partnership, corporation, firm, company, or property owner who intends to hold or sponsor a special event but shall not include the City.

Special event means an outdoor meeting, festival, gathering, amusement, show, concert, or other activity that is expected to last two (2) or more hours, is open to the public, and is reasonably expected to attract one thousand (1,000) or more people at any time during the event, or any film or television production event of any size.

Special event area or site means any outdoor place which will be maintained, used, or operated for a special event or any location that is to be used for a film or television production event.

* * *

§ 2. THAT Section 20-3002 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3002. – Intent And Purpose

The City finds that unregulated special events may pose a threat to the health, safety, welfare, and environment of the community. Unregulated special events which attract large numbers of patrons, and their vehicles can prevent passage of emergency vehicles, obstruct entrances to homes and businesses, and impede the use of streets and sidewalks by the inhabitants. Unregulated special events can create situations which exceed the City's capacity to provide adequately for security, public safety, health, sanitation, parking, water,

medical care, lodging and waste disposal. Further, unregulated special events can harm sensitive environmental areas, create noise, congestion, and other nuisances which interfere with the inhabitants' peaceful enjoyment of their homes, businesses, and property. It is the intent of this ~~a~~Article to regulate special events. Therefore, the City Council adopts an ordinance to regulate special events and mitigate any adverse effects they may cause.

* * *

§ 3. THAT Section 20-3003 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3003. – Security, Fire, And EMS Approvals

(a) The Police Chief or ~~his~~ their designee shall review the detailed security plan provided by the operator. The plan must provide measures that will be in place to ensure crowd control, protection of public and private property, and include steps to be taken to prevent trespassers from gaining access to the event site. The plan must include an explanation of how and when City police officers or private security officers will be deployed and where they will be located during, before, and after the event. The Police Chief or ~~his~~ their designee will determine the number of police officers and/or private security officers required based on the number of persons reasonably expected to attend the event and on any other reasonably reliable information regarding security risks, if any, posed by the proposed special event.

(b) The Fire Chief or ~~his~~ their designee and a Building Official or ~~his~~ their designee from the Development Services Division must approve the proposed location and size of any fire lane, booth, tent, stage, and other equipment. The Fire Chief or ~~his~~ their designee will determine the appropriate level of adequate fire protection equipment and personnel, if any, which will be required to provide adequate fire protection at the special event site. Fire Department personnel may conduct a compliance inspection at a permitted event.

(c) The Fire Chief or ~~his~~ their designee shall review the number and type of emergency medical personnel, services, and equipment provided in the operator's proposed map of the event area. The operator must provide assurance that adequate first aid and emergency medical services are available at the site in light of the nature of the event, its expected duration, and the number of persons reasonably expected to attend.

* * *

§ 4. THAT Section 20-3004 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3004. – Permit Application And Approval Process

(a) To obtain a permit under this ~~Article~~chapter, an operator must submit an application to the City Clerk on a form prescribed by the City Clerk. The application must be submitted no less than ninety (90) days prior to the proposed date of the event. The City Clerk may waive this deadline at ~~his~~ their discretion.

(b) An operator must submit the necessary fees, as determined by the City, after processing of the permit application. Determination of applicable fees depends on the size and the type of the event. These fees may include, but are not limited to, an electrical permit fee, a sign permit fee, a temporary food service fee, a solicitor/peddler license fee, street closure permit fee, a traffic-control fee, a park rental fee, a sanitation fee, a beer license fee, a noise variance fee, ~~and~~ a building permit fee, and a film permit fee.

(c) Recognizing that many special events are unique and present their own special circumstances, the City Clerk is authorized to promulgate regulations to meet the intent of this ~~a~~Article and to waive or modify requirements of the ordinance or regulations to meet unique circumstances of a particular special event. Such a modification or waiver by the City Clerk shall be appealable to the City Manager and then to the City Council as desired by the applicant.

* * *

§ 5. THAT Section 20-3005 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3005. – Supporting Documents Required

An operator shall provide the following supporting documents for the application:

(a) A map of the event area showing the location of all street closures, fire lanes, barricades, booths or vendors, stages or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, banners, and other equipment or materials the operator intends to place in the event area;

(b) A copy of the promotional literature the operator intends to use to advertise the event;

(c) The names and contact information of the promoter, the owner, and the sponsors of the event;

(d) A certificate of liability insurance in the amount and type of coverage required by the City that names the City as an additional insured, except that this section is not applicable to any governmental entity that is covered under the State Governmental Tort Claims Act, 51 O.S. § 151 et seq.;

(e) A statement that the operator has not violated the terms of a permit issued under this ~~e~~Chapter during the two (2) years immediately preceding the date of the application;

(f) If street closures are involved, a notice of the proposed closure(s) including statements that the operator has provided a map of the event area and the event's promotional literature to each property owner and tenant on streets affected by the proposed closure area.;

(g) If for a film or television production event, the operator shall complete the addendum to the special event permit under this Article regarding the specifics of such film or television production event.

* * *

§ 6. THAT Section 20-3006 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3006. – Notice of Proposed Closure And Signature Requirement

(a) The notice of proposed street closure required by NCC 20-3005(f) shall be on a form approved by the City Clerk and must include:

~~(1) The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one affected person from each unit within the building will be required to sign;~~

(21) The original signature of each affected person, including the typed or printed name of the affected person and a notation that the signer either supports or opposes the street closure; and

a. The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one (1) affected person from each unit within the building will be required to sign;

(32) An affidavit by the person circulating the notice that the circulator provided each affected person with a copy of the map of the street closure area and the promotional literature for the event at the time the person signed the form.

(b) The City Clerk may not issue a permit unless the notice submitted by the operator under this ~~article~~ Section contains signatures from affected persons supporting the street closure as follows:

(1) In commercially zoned areas, ~~seventy-five 75~~ percent (75%) of the affected persons must support the street closure. In residentially zoned areas, ~~ninety 90~~ percent (90%) of the affected persons must support the street closure; and

(2) The City Clerk shall count an affected person's failure to sign the notice as opposition to the street closure, unless the operator demonstrates that the operator attempted to contact the affected person as required by NCC 20-3005~~6~~(3a).

(c) An operator who is unable to obtain the signature of an affected person on the notice shall mail to the affected person by certified mail, return receipt requested, a portion of the notice form requesting the person's signature and the promotional literature for the event.

An operator must include a pre-addressed, postage paid, return envelope with the notice. The operator must address ~~by~~ the return envelope and certified mail receipt to the City Clerk's office. An operator must deliver to the City Clerk's office all unclaimed notice envelopes that are returned to the operator.

(d) The operator must also comply with all other requirements contained within the street closure permit application itself.

* * *

§ 7. THAT Section 20-3007 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3007. – Recalculation Of Signature Requirement

(a) An operator who requests a reduction in the signature requirement must demonstrate that the operator:

(1) Complied with NCC 20-3006(c); and

(2) Mailed the certified letter required by that subsection at least ten (10) days before the date of the request for recalculation of the signature requirement.

(b) If the City Clerk determines that an operator meets the requirements of ~~s~~Subsection (a) of this ~~s~~Section, the City Clerk shall recalculate the number of signatures required to satisfy NCC 20-3006(~~ab~~)(31). The City Clerk may not include in the recalculation those affected persons who did not sign the notice and reply to the registered letter.

* * *

§ 8. THAT Section 20-3008 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3008. – Determination On Application

The City Clerk shall approve or deny an application in writing no later than the fifteenth (15th) working day after the City Clerk has received all supporting documentation pertinent to the application. The City Clerk shall ~~S~~state the reasons for the denial of an application.

* * *

§ 9. THAT Section 20-3009 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3009. – Appeal Of Denial Of Application

(a) An operator who has been denied a permit may make application for relief from portions of this ~~a~~Article or from the City Clerk's determination to the City Manager. Such appeal must be made within ten (10) working days from the date of the City Clerk's

determination and only after all issues relevant to the permit process have been determined. Upon receipt of the appeal, the City Manager will then have up to ten (10) working days to grant relief upon an adequate showing that undue hardship would be suffered if not granted.

(b) After having been denied relief by the City Manager, as provided in sSubsection (a) of this sSection, the operator shall have the right of appeal to the Council of the City. Such appeal shall be taken by filing with the City Clerk, within ten (10) working days after denial of relief by the City Manager, a written statement setting forth fully the grounds for the appeal. After receipt of the written statement, the City Clerk shall schedule the appeal for hearing by the City Council on the next regular agenda. The operator shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the application shall be adequate notification. The decision and order of the Council on such appeal shall be final and conclusive.

* * *

§ 10. THAT Section 20-3010 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3010. – Approval And Issuance of Permit

(a) The City Clerk shall only issue a permit to the operator if: ~~the application complies with this chapter and guidelines approved under this chapter and approves the map of the area showing the location of services, street closures, and equipment for the event. For the purposes of this article, City zoning ordinances are not grounds for denial of a permit.~~

(1) The application complies with this Chapter and guidelines approved under this Chapter; and

(2) The map of the area showing the location of services, street closures, and equipment for the event is approved.

(b) For the purposes of this Article only, City zoning ordinances are not grounds for denial of a permit.

~~(c)~~ The City Clerk may not issue a permit until the operator has paid all the permit fees associated with the event.

~~(e)~~ ~~The City Clerk may not issue a permit unless the description of the event in the application and related documents meet the requirements of NCC 20-3005.~~

* * *

§ 11. THAT Section 20-3011 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3011. – Event Access Requirements

- (a) A permittee may not block off a street in a manner that prevents the free movement of pedestrians into and out of the closure area. Notwithstanding, film or television production events may request for streets to be entirely closed to the public for a limited duration.
- (b) If an entry fee is charged for an event, a permittee may not charge the fee to:
 - (1) A person who resides or operates a business in the event area; or
 - (2) A customer of or a person making a delivery to a business or residence in the event area.
- (c) A permittee shall post a sign at each entrance and exit to the event area visible to all patrons entering the area that includes the amount of the entry fee, if any, and the rules of access to the event. A permittee must post the sign required under this section during the time the entry fee is in effect.

* * *

§ 12. THAT Section 20-3012 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3012. – Safety Requirements

- (a) A permittee must supply adequate personnel for security and crowd control. A security agent employed under this section must:
 - (1) Be in uniform;
 - (2) Be able to contact the City Police or Emergency Medical Services if necessary; and
 - (3) Not consume an alcoholic beverage or participate in the event.
- (b) A permittee shall provide emergency medical personnel and EMS stations as approved by the Fire Chief or ~~his~~ their designee.
- (c) A permittee shall comply with the Uniform Fire Code and the Fire Department's street closure guidelines and maintain adequate fire lanes within the event area.
- (d) If alcoholic beverages are to be sold at the event, ~~a~~A permittee shall comply with all requirements of the Alcohol Beverage Licensing Enforcement Commission, State Tax Commission, County Court Clerk's office, and City Code of Ordinances ~~if alcoholic beverages are to be sold at the event.~~
- (e) The operator must provide adequate illumination at night to protect the safety of the persons in attendance. Lighting must be adequate to protect safety but must not unduly impact neighboring properties.

- (f) The operator must provide an adequate, safe supply of potable water. In addition, there must be access to adequate water supply to extinguish any fire at the site. The plan must detail the source and location of the water supplies.
- (g) Banners are allowed to be secured above City streets only while the street is closed to traffic and only during the duration of the special event. However, these banners must comply with the following conditions:
 - (1) Banners are only permitted to be secured above two-lane streets.
 - (2) Banners must be properly permitted by the Director of Public Works or ~~his~~ their designee and the Building Official or ~~his~~ their designee. To be permitted, the operator must show that the plans for the proposed banner have been sealed by a licensed engineer.
 - (3) No special event operator may erect more than two (2) banners across closed streets.
 - (4) The permit fee to erect each banner is, as provided in the City fee schedule.

* * *

§ 13. THAT Section 20-3013 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3013. – Health Requirements

- (a) If food or beverages will be sold at the event, all relevant State Department of Health and City regulations must be followed, and appropriate licenses must be obtained.
 - (1) These requirements include valid food handlers' licenses for each person staffing the booths and compliance with temporary establishment requirements of State Health Department Rule 310:257. However, if the special event is a farmers' market properly registered with the State Department of Agriculture, the Department of Agriculture and the State Department of Health do not require duplicate permitting.
 - (2) To obtain a temporary food license from the City, a permittee must pay a fee, as provided in the City fee schedule, per food vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.
- (b) If food or beverage booths are used during an event, a permittee shall spray-clean the sidewalk and area around the food and beverage booth with water within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier.
- (c) If a permittee fails to promptly spray clean the sidewalk and area around a food and beverage booth, within twenty-four (24) hours after the end of the event or prior to

reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(d) The permittee must arrange for the City Sanitation Department to provide an adequate number of trash receptacles, dumpsters, and containers for recyclables for the event.

(e) If the permittee fails to promptly clean up trash and remove debris from the event site within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(f) A permittee shall provide an adequate number of portable toilets based on the estimated number of participants at the event as specified by the State Department of Health. A permittee may not place a portable toilet within twenty-five (25) feet of an entryway to an adjacent business or residence, unless the adjacent property owner or tenant approves a distance of less than twenty-five (25) feet.

* * *

§ 14. THAT Section 20-3015 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3015. – Solicitor/Peddler Permit Process

(a) If the sponsor of the event plans to include individual vendors as part of the event, the sponsor will have to obtain a solicitor/peddler permit.

(b) The cost of the permit will be, as provided for in the City fee schedule for each vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(c) This section applies to all special events held under this ~~chapter~~ Article, including special events in parks.

* * *

§ 15. THAT Section 20-3016 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3016. – Exemption For The City

Special events sponsored by the City are exempt from the fees associated with this ~~a~~ Article. However, vendors operating under the umbrella of a City-sponsored event will still be required to pay for a solicitor/peddler permit.

* * *

§ 16. THAT Section 20-3017 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3017. – Offense And Penalty

(a) A person commits an offense if the person violates the terms of a street closure permit, closes a street without a permit, damages or destroys any City property or violates any provisions of this ~~chapter~~ Article.

(b) An offense under this ~~s~~Section is a misdemeanor punishable in accordance with NCC 20-113.

(c) A permittee who is convicted of violating the terms of a permit issued under this ~~chapter~~ Article may not apply for or receive another permit for two (2) years after the date of revocation.

* * *

§ 17. THAT Appendix A “City of Norman Fee Schedule” of the Code of Ordinances of the City of Norman shall be amended to read as follows:

20-3004	Film permit, special events:	
	0-3 production days	\$0.00
	4-15 production days	\$25.00
	16 or more production days	\$50.00

* * *

§ 18. 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 _____, 2024.

NOT ADOPTED this _____ day
of _____, 2024.

Larry Heikkila, Mayor

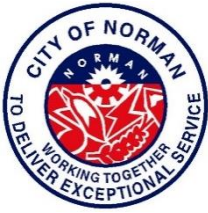
Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

File Attachments for Item:

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JANUARY, 2024.



CITY OF NORMAN, OK STAFF REPORT

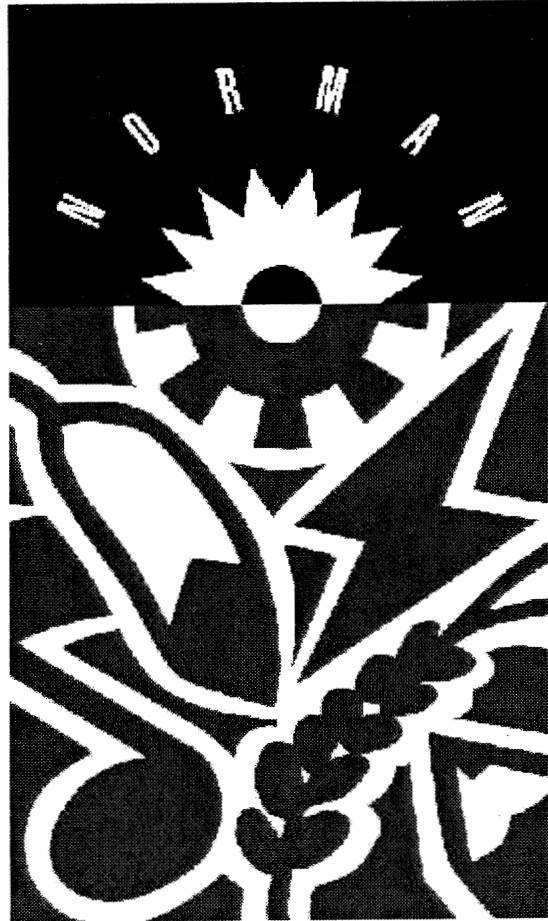
MEETING DATE: 2/27/2024

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Stacey Parker, Executive Assistant

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JANUARY, 2024.

City of Norman



Monthly Departmental Report

January 2024

MONTHLY PROGRESS

**TABLE OF CONTENTS
MONTHLY PROGRESS REPORTS**

City Clerk	1
City Manager	2
Finance	3
Accounting	3A
City Revenue Reports	3B
Utility	3C
Fire	4
Human Resources	5
Information Technology	6
Legal	7
Municipal Court	8
Parks	9
Westwood/Norman Municipal Authority	9A
Facility Maintenance	9B
Planning and community Development	10
Police	11
Animal Control	11A
Public Works	12
Utilities	13

CITY CLERK 1

CITY CLERK

MONTHLY PROGRESS REPORT
January 2024

ACTION CENTER

DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	14	92	0	10
Bus Service	0	0	0	0
CDBG	0	0	0	0
City Clerk	57	343	1	8
City Manager/Mayor	6	17	2	10
City Wide Garage Sale	0	0	0	0
Code Enforcement	28	317	1	10
Finance	6	14	0	0
Fire/Civil Defense	0	10	0	1
Human Resources	6	54	2	3
I.T.	1	18	0	0
Legal	4	28	0	3
Line Maintenance	31	197	1	5
Municipal Court	12	22	0	0
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Outreach	4	23	0	3
Parks & Recreation	24	158	0	9
Permits/Inspections	59	327	0	3
Planning	11	88	1	4
Police/Parking	70	665	4	11
Public Works	12	90	0	7
Recycling	0	0	0	0
Sanitation	63	350	2	11
Sidewalks	0	0	0	1
Storm Debris	0	0	0	0
Storm Water	3	52	0	9
Streets	28	192	1	9
Streets Lights	0	74	9	9
Traffic	19	127	0	6
Utilities	51	394	1	2
WC Questions	0	0	0	0
WC Violations	0	0	0	0
January Total: 535	510	3653	25	134

LICENSES

Nine licenses were issued during the month of January there were no renewals. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	0	Retail Beer	0	1
Brewer	0	0	Retail Spirits Store	0	0
Coin-Operated Devices	0	2	Retail Wine	0	1
Distiller	0	0	Salvage Yard	0	0
Food	3	25	Sidewalk Dining	0	1
Game Machines	0	0	Solicitor/Peddler (30 day)	0	4
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	0	3
Kennel	0	0	Solicitor/Peddler (one day)	0	0
Medical Marijuana Dispensary	0	2	Special Event	0	7
Medical Marijuana Grower	0	1	Strong Beer & Wine/Winemaker	1	1
Medical Marijuana Processor	0	1	Taxi/Motorbus/Limousine	0	1
Medical Marijuana Testing Laboratory	0	0		0	0
Mixed Beverage	0	3	Temp Food (one day)	1	8
Mixed Beverage/Caterer	1	2	Temp Food (30 day)	0	11
Pawnbroker	0	0	Temp Food (180 day)	3	15
Pedicab	0	0	Transient Amusement	0	0
YTD License Total: 89	4	36		5	53

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Tavola Pizzeria	3408 36 th Ave NW	Food Service
Tavola Pizzeria	3408 36 th Ave NW	Strong Wine and Beer
Sabor Guanaco	2108 W. Lindsey St	Food Service
Sooner Daiquiri	305 E. Main St	Food Service
Sooner Daiquiri	305 E. Main St	Mixed Beverage/Caterer Combo

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Super Taco Loco		On The Hook Fish and Chips
Tacos La Primavera		
Groovy Mule Tacos		

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
1-5-24	Jasmine Alexander	Claimant alleges that on July 7, 2023 she was driving her vehicle on a dirt road on SE 165 th between Anderson and Hiawassee, when she drove into a large pothole, causing bumper to fall off. Estimated damages \$732.62	\$732.62
1-8-24	Brian Mosher	Claimant alleges that in front of the hospital at Porter and Primrose on November 29, 2023, the city workers redoing sidewalks & street curbs left multiple potholes beside storm drains. Claimant hit storm drain after hitting pothole, which allegedly punched a hole in his tire and dent his wheel.	\$501.03
1-10-24	John C Willard	Alleges that City employee's violated his rights, also claiming assault and battery and abuse of the Handicap, during arrest (plus 7 other arrest) resulting in medical injury and would like City employee's to be told to stop arresting him. Dollar amount is for pain and suffering	\$1,000,000.00
01-12-24	Kevin Shepard Jr.	Alleges at N. Interstate Drive and Mount Williams Dr. on December 16, 2023, was driving and hit a very large pothole that instantly popped his tire.	\$276.96
01-18-24	Chris Lessing	Alleges that on January 14, 2024 he parked his truck on East side of main building at the Lindsey Yard while he did weekly cleaning service there and the City of Norman had his truck towed.	\$294.93

STUDY SESSION

On January 02, 2024, City Council met in Study Session to discuss the Internal Audit Program and continued with discussions on Cleanup in downtown Norman.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On January 04, 2024, Business and Community Affairs Committee met to discuss Patter Zoning Projects including potential request for proposals. Additionally discussed the Operating Policies for the Young Family Athletic Center.

SPECIAL SESSION

On January 09, 2024, City Council met in Special Session and adjourned into an Executive Session to discuss pending litigation in the case of City of Norman vs. Uplands Development Company, LLC, ET AL., case CJ-2021-227 and the City of Norman vs. Hallbrooke Development Group One, LLC, ET AL. case CJ-2021-228.

OVERSIGHT COMMITTEE

On January 11, 2024, Oversight committee met for an Emergency Shelter update and continued discussions regarding Sobering Centers.

FINANCE COMMITTEE

On January 18, 2024, the Finance Committee met to discuss the Mid-Year Budget Review, City Fees Review/Comparison. Additionally, discussed the Internal Audit Program status and Monthly Revenue and Expenditure Reports.

COMMUNITY PLANNING & TRANSPORTATION COMMITTEE

On January 25, 2024, Community Planning & Transportation Committee met to discuss Public Transit Report along with a presentation from Embark regarding Mobility Programs and Coordinated Services. Additionally, discussed the Engineering Design for the Two-way Main Street Project, discussed Parking Space Maximums, Parking Lot Design, and Landscaping Requirements.

CITY MANAGER 2

No reports are being generated for the Monthly Department Report from the City Manager's Office, as of Jan 2023.

FINANCE 3

CITY OF NORMAN

Department of Finance
Monthly Report – January 2024

Statistics on outputs from the various divisions of the Department of Finance (DOF) are presented on the following pages. Major projects which were completed or initiated by the DOF in January are discussed below:

Treasury Division:

In the month of January, the Treasury Division processed 41,662 payments in person and over the phone, an increase of 5.6% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 20,782 payments in January, an increase of 58.2% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of January by -2.9%. Revenues from the City's largest single source of revenue, sales tax, are above target by 1.5% for the year to date and -0.3% below last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 24 Budget To Date	FYE 24 Actual To Date	FYE 23 Actual To Date	FYE 22 Actual To Date
Sales Tax Revenue	\$32,188,128	\$32,668,517	\$32,776,086	\$32,457,254
General Fund Revenue	\$61,441,758	\$59,642,386	\$57,924,509	\$55,202,900
General Fund Expenses	\$66,618,678	\$63,746,634	\$54,495,068	\$47,675,660

Administration Division

	FYE 24		FYE 23	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,400.00	192.00	1,800.00
Total Comp Time Available	0.75	9.50	5.25	19.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.75	2,409.50	197.25	1,819.00
Benefit Hours Taken	120.00	407.00	56.00	301.75
TOTAL ACCOUNTABLE STAFF HOURS	200.75	2,002.50	141.25	1,517.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 24		FYE 23	
	January	YTD	January	YTD
Total Regular Hours Available	1,120.00	8,400.00	1,120.00	8,400.00
Total Comp Time Available	0.00	14.75	2.00	18.00
Total Overtime Hours	7.75	17.25	17.75	66.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,127.75	8,432.00	1,139.75	8,484.00
Benefit Hours Taken	342.50	1,623.75	264.75	1,492.75
TOTAL ACCOUNTABLE STAFF HOURS	785.25	6,808.25	875.00	6,991.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS 3B

City Revenue Report

	FYE 24 December	FYE 24 January	Plus/Minus
Total Revenue Received (\$)	\$4,903,566	\$5,143,002	\$239,436
Utility Payments - Office (#)	39,448	41,662	2,214
Utility Payments - Office (\$)	\$4,778,484	\$4,971,713	\$193,229
Paymentus (#)	13,134	20,782	7,648
Paymentus (\$)	\$1,333,197	\$1,424,513	\$91,316
Lockbox (#)	8,258	8,573	315
Lockbox (\$)	\$1,317,270	\$1,356,517	\$39,247
E-Lockbox (#)	3,653	3,588	-65
E-Lockbox (\$)	346,640	350,021	\$3,381
Bank Draft Payments (#)	11835	11888	53
Bank Draft Payments (\$)	\$1,313,677	\$1,184,358	(\$129,319)
Utility Deposits (#)			\$0
Utility Deposits (\$)			\$0
Fix Payments (#)			\$0
Fix Payments (\$)			\$0
Processed Return Checks (#)	103	127	24
Processed Return Checks (\$)	(\$13,874)	(\$27,755)	(\$13,881)
Other Revenue Transactions (#)			\$0
Other Revenue Received (\$)			\$0
Accounts Receivable Payments (\$)	0	0	\$0
Municipal Court - Fines/Bonds (\$)	125,082	171,289	\$46,207
Municipal Court - Credit Card (#)	260	387	127
Municipal Court - Credit Card (\$)	58,901	75,259	16,358
Building Permits Cash Report (\$)	0	0	\$0
Building Permits Credit Card (#)	0	0	0
Building Permits Credit Card (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. CC (#)	0	0	0
Occupational License - Bldg Insp. CC (\$)	\$0	\$0	\$0
Business License - City Clerk (\$)	0	0	\$0
Accounts Receivable Billed (\$)	\$0	\$0	\$0

Building Permits/Planning/City Clerk went to a new system in the beginning of November. The reporting is not matching up with the deposits. We are still trying to figure out the best way to report it and subsequently I haven't got the info to include on my daily reports.

This affects the Total Revenue Received as well.

Budget Services Division

	FYE 24		FYE 23	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,080.00	320.00	2,400.00
Total Comp Time Available	0.00	0.50	0.00	1.25
Total Overtime Hours	0.25	0.25	0.50	1.75
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.25	2,080.75	320.50	2,403.00
Benefit Hours Taken	167.00	473.75	201.00	448.25
TOTAL ACCOUNTABLE STAFF HOURS	153.25	1,607.00	119.50	1,954.75
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 24		FYE 23	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	800.00	5,912.00	800.00	6,000.00
Total Comp Time Available	6.75	51.25	0.00	16.25
Total Overtime Hours	26.25	234.25	54.50	320.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	833.00	6,197.50	854.50	6,336.50
Benefit Hours Taken	302.75	1,275.25	256.00	1,404.00
TOTAL ACCOUNTABLE STAFF HOURS	530.25	4,922.25	598.50	4,932.50
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

UTILITY 3C

Utility Division

	FYE 24		FYE 23	
	January	YTD	January	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	1,120.00	7,280.00	1,120.00	8,400.00
Total Comp Time Available	16.75	119.50	2.50	58.95
Total Overtime Hours	42.25	316.75	90.75	440.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,179.00	7,716.25	1,213.25	8,899.20
Benefit Hours Taken	324.50	1,550.50	293.00	1,520.75
TOTAL ACCOUNTABLE STAFF HOURS	854.50	6,165.75	920.25	7,378.45
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Drive-up Window and Mail Payments - FYE 2024

	23-Dec	24-Jan
Mail Payments - Lockbox	8,258	8,573
Mail Payments - E-Lockbox	3,653	3,588
Mail Payments - Office	111	224
Total Mail Payments - Subtotal	12,022	12,385
Night Deposits	156	156
Paymentus Payments	13,134	20,782
Without assistance paymnts - Subtotal	13,290	20,938
Office Payments	1,996	2,221
With assistance payments - Subtotal	1,996	2,221
Total Payments Processed - Subtotal	27,308	35,544
Bank Draft (ACH) Payments	11835	11888
Total Payments (Utility)	39,143	47,432
Total Payments	54,616	71,088

Traffic Counter at Drive-up Facility

Night Drop *	Counter is broken		
8-5 Drive-up Window Customers *	Counter is broken		
Total Traffic Counter		0	0

* These figures are included in the above Total Customer Contact Payments.

Utility Division Activity Report - FYE 2024

	FYE 24		FYE 23	
	January	YTD	January	YTD
STATUS REPORT				
Regular Utility Accounts Billed	40,867	307,284	44,729	311,459
New Deposit Ons Billed	506	4,618	545	5,318
Final Accounts Billed	576	4,666	640	4,798
TOTAL METERS READ	41,949	316,568	45,914	321,575

FIRE DEPARTMENT 4



NFD Monthly Progress Report January 2024

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	20	1.10%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	1008	55.60%
4 - Hazardous Conditions (No Fire)	30	1.65%
5 - Service Call	224	12.36%
6 - Good Intent Call	397	21.90%
7 - False Alarm & False Call	97	5.35%
8 - Severe Weather & Natural Disaster	0	0.00%
9 - Special Incident Type	3	0.17%
Incomplete Reports	34	1.88%
Total Incident Count (Unique Calls)	1813	100.00%
Number of Total Unit Responses	2330	

Total Fire Loss \$945,150.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	400	298	0:04:58
Station #2	214	335	0:05:35
Station #3	307	395	0:06:35
Station #4	230	334	0:05:34
Station #5	59	620	0:10:20
Station #6	58	566	0:09:26
Station #7	164	341	0:05:41
Station #8	150	404	0:06:44
Station #9	224	370	0:06:10

Community Outreach

Tours and Special Events	6	Tours, Multi-Agency Drill, Chli Supper, Annual Sysco walk thru
--------------------------	---	--

Burn Permits

Burn Permits Issued	173	Conditions were favorable for burning 15 days in January
---------------------	-----	--

Training

Total Personnel Training Hours	2306	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, Swiftwater, Peer Support
--------------------------------	------	---

NFD Monthly Progress Report January 2024

Item 6.

Total Calls By Unit

	Total Number of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
NFD3*	18	6	0	1	5	1	1	2	0	2
Chief 301	10	4	0	1	1	0	0	3	0	1
Chief 302	21	5	3	2	5	0	1	3	1	1
Chief 304	11	3	0	0	1	0	1	2	2	2
Chief 401	11	0	0	2	1	4	0	3	1	0
Chief 402	17	5	1	1	3	0	3	3	0	1
Chief 403	1	0	0	0	0	0	0	0	0	1
Chief 404	10	2	0	0	1	5	1	0	0	1
Engine 1	349	325	1	9	1	0	1	4	1	7
Brush 1	62	56	0	3	0	0	0	3	0	0
Ladder 1	76	64	1	0	5	0	0	3	1	2
Engine 2	219	5	194	9	7	0	0	3	0	1
Brush 2	15	1	14	0	0	0	0	0	0	0
Ladder 2	23	6	6	1	5	0	0	3	0	2
Engine 3	319	6	2	302	0	1	0	1	0	7
Brush 3	31	2	0	28	0	0	0	0	0	1
Engine 4	215	1	2	0	204	0	0	4	3	1
Brush 4	27	1	1	0	25	0	0	0	0	0
Engine 5	22	0	0	0	0	19	2	0	0	1
Brush 5	67	0	0	0	0	63	3	0	1	0
Engine 6	23	1	0	1	0	6	14	0	0	1
Brush 6	69	1	0	1	0	8	57	0	0	2
Squad 7	203	17	5	3	8	0	0	159	8	3
Brush 7	10	0	0	0	0	0	0	10	0	0
Engine 8	139	2	0	0	4	0	0	7	126	0
Brush 8	21	0	0	0	0	0	0	0	21	0
Tanker 8	3	0	0	0	0	1	1	0	0	1
Engine 9	225	17	0	4	0	1	2	3	0	198
Brush 9	34	1	0	2	0	0	2	0	0	29
Tanker 9	7	0	0	0	0	4	2	0	0	1
MA	1	1	0	0	0	0	0	0	0	0
EM1*	17	6	0	1	5	1	1	1	0	2
EMS1*	20	6	0	1	5	1	1	3	0	3
Fire Marshal 1	4	1	0	1	0	0	0	0	2	0
Fire Marshal 2	7	3	0	0	1	2	0	0	0	1
Fire Marshal 3	5	0	0	0	0	2	0	2	1	0
Fire Marshal 4	16	6	1	1	5	0	1	2	0	0
Fire Marshal 5	2	1	0	0	1	0	0	0	0	0
2330	555	231	374	293	119	94	224	168	272	

January 2024 Fire Prevention Activity Summary

Prevention Department Update and Activities

Training	257 hours	Kerby National Fire Academy, Berchtold CLEET Academy, Trauma Triage, Legal Aspects, Insurance & the Fire & Arson Investigator, Investigator Orientation
Inspection/Re-Inspection Activities	130 hours	Water Issues from Cold Weather, Certificate of Occupancy, Occupancy Loads, Daycare, Fire Alarm, Fire Suppression System, General, Food Trucks, Schools
Smoke Detectors	22	Check/Install Smoke Detectors/Replace Batteries/Bed Shakers
Investigations	10	0 Joint, 9 Closed, 0 Complete, 1 Pending, 0 Arrest
Investigative Activities	67 hours	Fire Scene Investigation, reports, OSBI, Court Appearances, interviews/Interrogation, Obtain Warrant, File Charges
Department Meetings	33 (27 hours)	Shift Change Meetings, Staff Meeting
Station & Equipment Maintenance	39 hours	Daily checks, supplies replenishing, cleaning & organization
Public Service/Education & Special Events	12	Active Shooter Drill/Mass Casualty Training and Support, Chili Supper Support

Planning Officer Activities

Fire Planning Activities	Number	Staff Hours
Building / Fire Protection System Plan Reviews	37	40
Building Inspections/Re-inspections	41	32
Meetings	11	20
Training	3	4
Communication	N/A	10
Totals		106
Time Off (VAC, SICK, Holiday)	N/A	29

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division

January 31, 2024

Regular Monthly Scheduled Activities	Unless otherwise noted all meetings are held at the Norman Fire Training Center 2207 Goddard Ave, Norman, OK
Each morning at 7:00 am, a silent test of the outdoor warning system is conducted	The test provides an operational snapshot of the status of the system. This information provides information if a unit needs maintenance and if it is operating properly
Each Monday morning at 10:00 am, the National Weather Service conducts a video call regarding the upcoming weekly weather.	This call has the option for video participation and telephone call in. It is primarily for the Emergency Management of jurisdictions, school, State offices involved in EM, Tribes and other entities tasked with severe weather operations. It is not intended for the general public nor is this just a weather forecast. This time allows for interaction with the NWS about concerns that directly affect the local jurisdiction so they may better prepare for incoming weather.
Each Tuesday evening at 6:30 pm, ELMER night with the Amateur radio club (SCARS, www.w5nor.org) at the Fire Training Center (South Canadian Amateur Radio Society)	The club mentors other HAMS, works on projects and equipment, provides general support to the City and Public on Amateur operations
Each Wednesday Morning 9:15 am	Radio test with State Emergency Management. This tests the local and statewide capability for voice communication to the State
Each first Thursday evening of the month is amateur radio testing night at 6:00 pm	

<p>Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance. Residents can assist by “Adopting a Pole” and reporting the siren status they adopt at the website www.w5nor.org</p>	<p>office and to other jurisdictions.</p> <p>Open to the public, the club provides the opportunity for the community to test for their Amateur license or upgrade a license. Note: the FCC has been directed to start charging for testing. Effective date is TBD</p> <p>Audible test of the outdoor warning system is conducted for 60 seconds. Three units are sounded for 20 seconds due to being a public park venue.</p>
<p>Second Thursday of each month is the Norman Emergency Response Team Volunteers and the Medical Reserve CORPS members to meet, network and discuss preparedness support and collaboration with the Cleveland County Health Department on use of the Medical Reserve Corps</p>	<p>The Volunteer meeting at 6:30 pm. At 6 pm we meet for social time before the meeting. Usually we have snacks and drinks. This networking allows for camaraderie and building relationships during different organizations. City staff is always welcome.</p>
<p>Each Third Thursday of the month is reserved for Division Staff duties and collaboration with the Disaster Assistance Teams (DAT) of the American Red Cross</p>	<p>Meetings are conducted at the Fire Training Center and usually held on an as needed basis.</p>
<p>Local Emergency Preparedness Committee</p>	<p>Meets quarterly (Meets at the Well) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information. Also, the LEPC is part of the oversight for the Citizens CORPS Council of Norman. A report on</p>

	activities is provided each meeting.
Other Emergency Management Activities	
David Grizzle, the EM Coordinator	David was honored for 20 years service. The position was a new position when David was hired. David remains in the current position.
Local Response	
Red Cross Coordination for burnouts. January resulted in 2 call out for assistance. One was a major fire involving a full building on Jan 19. 8 units that were relocated. This did involve transporting for burns and loss of pets.	With the reorganization in the Red Cross and the turmoil of having an in-home fire, the volunteers or I, when called, will respond to the scene, (physically or by phone and assist the family in coordination with the Red Cross to provide immediate assistance.
On Jan 4 th , 2024, the OG&E Safety Award was given to Chief King at the NFD Training Room.	Chief King was honored for his response to the Feb, 2023 tornado in regard to the safety protections the NFD provided with the major power lines that were destroyed.
Community Preparedness Events	
Completed the National Association for City\County Health Officials grant	It is anticipated the grant for \$10,000 will be approved. This grant will support the collaboration between the County Health Dept and the Norman Emergency Response Volunteer program
Demand for the Medical Reserve CORPS\Norman Response Volunteers continues to increase. OU football has four home games in a row at the start of the season. The hottest part of the year. It is anticipated the MRC unit will be in support again.	Anticipation of supporting several community event venues increases the ability to enhance preparedness in the community. The addition of having a UAV pilot in the group expands the capability

	to the community.
The National Guard hosted a Preparedness symposium on Jan 23-24.	This workshop brought together a large representation from Federal, State and local jurisdictions to discuss response, collaboration and working together.
Norman EM continues to work with Homeland Security on youth preparedness camps.	The Murray State Camp is set for July 14-19, 2024 in Tishomingo and the Panhandle State University Youth Camp is set for July 28-August 2, 2024.
Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through.	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Mitigation Grant Status	
Many Divisions are applying for mitigation funds for various projects	Norman EM has the role of oversight in the Mitigation grant efforts of the city and will continue to support applications
Severe Weather Issues	
An ice storm occurred during the weekend of 19-20 Jan.	A small but dangerous ice storm occurred during the weekend with the highlight interfering with roadways and ability to get to most work locations. Many wrecks occurred.
National Weather Service Storm Spotter Training	NWS Norman Spotter Schedule (weather.gov)

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
January 2024

Item 6.

HUMAN RESOURCES

Total number of Employees: 956

Orientations: 3 – 41 new hires

*All orientations require input from each area of the Human Resources Department

Terminations: 4

ADMINISTRATION

- FMLA cases – 3 new cases
- Processed invoices and reconciled expense accounts
- Coordinated Birthday/Anniversary post card mail outs
 - 82 birthday and 94 anniversary
- Labor Relations:
 - FOP reached a vote, anticipate new CBA to be signed in February

BENEFITS

New Enrollments: 20

COBRA/Retiree participants: 42

Benefit Participation		
	#	%
Medical	816	94%
Dental	811	94%
Vision	592	69%
Disability	410	47%
Supplemental Life	811	94%

** Total Benefit Eligible Population: 864*

Claims		
Rx Claims		
	ACTIVE	\$213,074.64
	RETIREE	\$ 8,323.58
	COBRA	\$ 745.61
Medical Claims		\$ 795,645.00
Dental Claims		\$ 86,036.51
Death Claims		0

PERSONNEL ACTIONS

NEW HIRES – 41

Dept./Div.	Position	Number of Employees
Human Resources/Admin	Human Resources Coordinator	1
Human Resources/Admin	Human Resources Recruiter	1

Planning & Community Development	Planner I	2	Item 6.
Parks & Rec/Westwood	Assistant Aquatic Manager	1	
Parks & Rec/YFAC	Food & Beverage Tech II	1	
Parks & Rec/YFAC	Lifeguard	1	
Parks & Rec/YFAC	Lifeguard Leader	7	
Parks & Rec/YFAC	Lifeguard Technician	2	
Parks & Rec/YFAC	Program Coordinator	1	
Parks & Rec/YFAC	Recreation Leader I	3	
Parks & Rec/YFAC	Recreation Specialist	2	
Parks & Rec/YFAC	Recreation Technician	2	
Police/Animal Welfare	Animal Welfare Technician	1	
Police/Emergency Services	Communications Officer I	4	
Police/Staff Services	Police Officer	9	
Utilities/WLM	Utility Distribution Worker I	1	
Utilities/WTP	Custodian	1	

PROMOTIONS – 0

Dept./Div.	Position	Number of Employees

SEPARATIONS – 4

Dept./Div.	Position	Number of Employees
City Clerk/ Admin	Admin Tech III	1
Police/Emergency Services	Communication Officer I	1
Police/Staff Services	Parking Service Officer	1
Utilities/SLM	Utility Distribution Worker I	1

TURNOVER STATS

Department	No. of Employees	No. of Terminated Employees	Turnover Rate
City Manager	15		0.00%
City Clerk	6	1	17.0%
Finance	23		0.00%
Fire	164		0.00%
Human Resources	10		0.00%
Information Technology	17		0.00%
Legal Department	9		0.00%
Municipal Court	12		0.00%
Parks & Recreation-Total	81		0.00%
Planning & Comm Dev.	38		0.00%
Police	256	2	0.80%
Public Works	125		0.00%
Utilities	159	1	0.60%

Positions Requisitioned for Refill by Department/Division (# of vacancies)

included positions are Full Time unless otherwise indicated as Part Time (PT) or Seasonal PT

Parks & Recreation

PT Recreation Leader – Whittier (1)	PT All Locations – Recreation Center Specialist
PT Recreation Specialist – YFAC (7)	PT Lifeguard Leader – YFAC (3)
PT Tennis Shop Attendant - (1)	PT Recreation Leader – YFAC (1)
PT Recreation Technician – Westwood (1)	Maintenance Worker I – Parks (2)
PT* Admission Clerk I - Westwood (20)	PT* Admission Clerk II - Westwood (4)
PT* Aquatic Manager - Westwood (1)	PT* Assistant Aquatic Manager - Westwood (4)
PT* Aquatic Facility Maintenance I - Westwood (8)	PT* Aquatic Facility Maintenance II - Westwood (3)
PT* Concession Manager - Westwood (1)	PT* Concession Cashier I - Westwood (18)
PT* Concession Cashier II - Westwood (6)	PT* Lifeguard - Westwood (70)
PT* Head Lifeguard - Westwood (6)	PT* Shallow Lifeguard - Westwood (16)
PT* Swim Instructor - Westwood (25)	

Police

Police Officer (2)	Animal Welfare Technician (1)
Communications Officer I (1)	Communications Officer II (6)
	Police Records Clerk (1)

Public Works

Engineering - City Surveyor (1)	PT Intern – (1)
---------------------------------	-----------------

Utilities

Sanitation - Sanitation Worker I (4)	Sanitation - Sanitation Worker II (3)
Water Line Maintenance – Utility Distribution Worker II (1)	
Utility Distribution Worker I (1)	Utility Distribution Worker II (1)
Utility Collection Worker I (2)	

City Clerk & City Manager

Assistant City Manager	Admin Tech III (1)
------------------------	--------------------

41 - New Hires

Position	Hire Date	Date Posted	Days to fill
Food & Beverage Tech II	01/03/2024	12/08/2023	26
Recreation Center Specialist (2)	01/30/2024	11/08/2023	83
Lifeguard Technician (3)	01/08/2024	11/08/2023	61
Lifeguard Leader (8)	01/08/2024	11/08/2024	61
Human Resources Coordinator	01/08/2024	10/17/2023	83
Human Resources Recruiter	01/16/2024	05/25/2023	236
Recreation Leader I (3)	01/08/2024	11/08/2023	61

Recreation Technician (3)	01/08/2024	11/08/2023	61	Item 6.
Planner I	01/02/2024	05/02/2023	245	
Planner I	01/02/2024	11/14/2023	49	
Utility Distribution Worker I	01/08/2024	12/06/2023	33	

Handled by PD Tech

Position	Hire Date	Date Posted	Days to fill
Custodian	01/18/2024	12/08/2023	41
Program Coordinator	01/26/2024	12/28/2023	29
Police Officer (9)	01/26/2024	07/22/2023	176*
Animal Welfare Technician	01/16/2024	08/03/2023	166
Communications Officer I (4)	01/16/2024	07/22/2023	166*

**These positions remain open due to high turnover, difficulty to fill and frequency of academies*

SAFETY

Fitness for Duty Meetings

Department	Number Held
Utilities	1

Return to Work Meetings

Department	Number Held
	0

Recordable Injuries – OSHA

Department/Division	Nature of Injury	How Sustained	Prognosis
Fire/Suppression	Strained left arm	Strained left arm moving unconscious patient	Work restrictions
Fire/Suppression	Strained right shoulder	Strained shoulder reaching overhead to close door on engine	Off work
Parks & Rec/Facility Maintenance	Smashed right thumb	Smashed thumb protecting her head during a fall	Work restrictions
Public Works/Fleet	Contusion on head	Slipped on ice and hit head on bumper	Released to work
Public Works/Traffic	Head, neck, and back	Injured head, neck, and back after slipping on ice	Released to work

Current number of "at fault" Vehicle Collisions per calendar year:

2024*	2023	2022
0	11	7

**CY2024 is current YTD*

Current number of "at fault" Vehicle Collisions per fiscal year:

2024	2023	2022
7	7	3

Recordable Injuries per calendar year:

2024*	2023	2022
5	78	60

**CY2024 is current YTD*

Recordable Injuries per fiscal year:

2024	2023	2022
43	78	60

Complaints/Resolutions

Complaint	Resolution
0	0

CULTURE AND SOCIAL RESPONSIBILITY (CSR)

ADA Complaints and Resolutions

Complaints	Resolution
12/13/23: The door pressure for the public restrooms in City Hall and Development Center being more than 5lbf, making them too heavy for someone in a wheelchair to open. Also the soap dispensers in the bathrooms being too far to reach in a wheelchair.	1/31/24: The doors were adjusted to less than 5lbf and soap dispensers were added/moved in each of the public restrooms to the edge of the sink.
1/16/24: USPS (Gray St) accessible door was locked which made it out of ADA compliance.	1/19/24: Fire Inspector and Post Master went out and stated that the doors must be unlocked. USPS unlocked the doors.
1/19/24: Questions about where and what are the CoN same day service for evacuations of disabled residents, including information/map that lists the location of bus stops heading outbound from Main St. and the routes.	1/29/24: David Grizzle, Emergency Management, has been trying to reach the individual for the past week to inform about the CoN procedures. If the anymore information on the matter arises it will be notated on the ADA Compliant Log.

ADA:

Working on obtaining ADA software to host living transition plan, building evaluations, and grievance and reasonable accommodations.

CSR:

Employee Resource Groups (ERGs) – The Employee Resource Groups biannual leadership meeting was held on Thursday, January 18, 2024. Plans for adding new ERGs and hosting more events were discussed. Announcement for the upcoming ERG Ice Cream Membership Drive was made and successfully held on Wednesday, January 31, 2024.

- A monthly calendar will now come out on the 1st of each month highlighting national and/or international awareness themes that foster respect and openness to help unite and educate us all.
- Plans have begun to host Norman’s first Pow Wow in the fall during Native American Heritage Month.

Committees:

Human Rights Commission (HRC) – The Human Rights Commission held a special meeting on Wednesday, January 24, 2024, to discuss the rescheduling of the Interfaith Breakfast, which was originally cancelled due to the weather. The HRC agreed that the rescheduled date for the Interfaith Breakfast is Saturday, February 17, 2024. The next regular monthly meeting will be on Monday, February 26, 2024.

ADA Citizen’s Advisory Committee – The ADA Citizen’s Advisory Committee’s next quarterly meeting will held be on Monday, March 11, 2024, at City Hall.

Cleveland County disABILITY Coalition –The monthly meeting took place on Tuesday, January 9, 2024. Melinda Lauffenburger with Autism Oklahoma presented information about the organization, which was established in 2002. Autism Oklahoma is a statewide program that creates opportunities to engage families to help their own family and to allow people with autism shine. Their 75 programs/events held annually are FREE or NEARLY FREE and are funded by donations in which they serve 4,500 annually, with the help of over 700 volunteers. More information can be found at <https://autismoklahoma.org>. The next meeting will be held on Tuesday, February 6, 2024, at United Way.

CITY OF NORMAN EMPLOYEE DEMOGRAPHICS
(Includes full-time, part-time, and temp/seasonal employees)

Gender	Total Population	% of Total Population
Female	232	24.3%
Male	724	75.7%
	956	100.00%

Job Classification by Gender		
Job Classification	Female	Male
Full-Time	180	669
Part-Time	46	41
Permanent Part-Time	3	7
Temporary	3	7
	232	724

Ethnicity by Race		
Ethnicity	Total #	Total %
American Indian/Alaskan Native	38	4.0%
Asian	14	1.5%
Black/African American	45	4.7%
Hispanic/Latino	33	3.5%
Native Hawaiian	1	0.1%
Two or More Races	40	4.2%
White	785	82.0%
	956	100.00%

Diversity by Gender

Item 6.

Ethnicity	Female	Male
American Indian/Alaskan Native	12	26
Asian	3	11
Black/African American	8	37
Hispanic/Latino	7	26
Native Hawaiian	0	1
Two or More Races	12	28
White	190	595
	232	724

Diversity % by Gender

Ethnicity	Female	Male
American Indian/Alaskan Native	1.3%	2.7%
Asian	0.3%	1.2%
Black/African American	0.8%	3.9%
Hispanic/Latino	0.7%	2.7%
Pacific Islander	0.0%	0.1%
Two or More Races	1.3%	2.9%
White	19.9%	62.2%
	24.3%	75.7%

INFORMATION TECHNOLOGY 6

CITY OF NORMANInformation Technology Department
Monthly Report – January 2024.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	In Progress –Project team has completed implementation work on software for Municipal Court, Financials, Utility Billing, Work Orders, Time and Attendance, Human Resource Management, and Planning and Permits. IT now working on enhancements in HR, Finance, Planning, and Parks and Rec.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization. New equipment is being implemented to increase security and speed requirements.	Ongoing: IT Network staff are in implementation and testing of networking and security appliances, as well as virtual upgrades. This includes expansion of equipment for new buildings and replacement of old switch infrastructure.
Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing – taken over by Utilities Admin.

Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilities Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC in case of lost service from the main connection.	Awaiting Approval, Working with Utilities Department, land acquisition complete, right of way in negotiation possible launch in FYE24
New Building construction/renovation support.	The IT Department is involved in all new building construction planning and will be responsible to map our networking infrastructure, building air for network closets, power for equipment and battery backups, network drops, wireless network coverage, hardware installation, and physical moves of staffs computer systems in all building projects (Norman Forward Driven)	In Progress – YFAC, EOC, HR/IT Building, Building Maintenance, PD Moves, and Mary Abbot House expansion. Complete – Sanitation, Line Maintenance Sr. Center, Development Center, Municipal Court, Bus Station
Jenkins Street Fiber Move	Move the city's fiber optics out of the way of construction during the Jenkins Street widening project.	In Progress – Finance Dept. has made funds available. Work to be complete Q1 of 2024.
IT Security training efforts for all network and email users at the City of Norman.	Increase awareness and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who utilizes the network for business.	Ongoing
Endpoint Security Review	Review current endpoint security appliances and software and make upgrades as necessary.	In Progress
Print consolidation	Work with outside vendor to consolidate all print, fax, copy machines in CoN facilities.	In Progress

Automated Meter Infrastructure	Implement and integrate AMI for meter reading and utility billing.	In Planning – customer portal configuration in progress.
Print Shop Move to IT	Transition the Print Shop from the Finance Department in to the IT Department.	In Progress, full completion in July/August of 2023. Renovation of new space should be complete by January 2024.
Network Infrastructure Improvements	Utilize our new Network Engineer who will work closely with the Network and Infrastructure Manager, to review and improve our cabling, switching, and network configuration.	In Progress

Support Tickets:

The IT department tracks work requests with a software package called Spiceworks. **IT Table 1** below represents the number of support tickets closed by the IT Support Staff and those remaining open at the end of January 2024. The ticket count remains high due to various departmental moves and opening of new city facilities. IT support continues to assist with connections and configuration.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 6 emails from the groups shown were sent from city servers using city resources – of those 15,726 were delivered to outside mailboxes for the month of January 2024. The city servers generated mass communications to Norman citizens of 15,726 messages from only 6 sent (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 293,950 attempted incoming and 82,399 outgoing messages for the month of January 2024. Incoming messages totaling 152,317 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents 51% of our inbound mail. This percentage is up from previous months for malicious email/spam and continues a trend of more scam attempts during the holiday season. Our security efforts are having a positive effect on reducing the total number of malicious email inbound. The IT Department has made the decision to block inbound traffic from specific sources with known malicious traffic that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste, reduces productivity, and decreases valuable storage space.

Web Site:

The City of Norman's web site is hosted, updated and maintained by the IT Department. In the month of January 2024, the City of Norman's web site had 108,180 individual web sessions access the web site for 195,898 total page views. Of those sessions, 64,842 were identified as Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has had a few major upgrades including a new search feature and this has contributed to more relevant search results. The site boasts a build in engine that allows it to function as an app on mobile devices and tablets.

ERP Project Implementation Progress:

The chart below shows the path that we have followed through our ERP Implementation Project with most operations finalized by 2023. The project began in January of 2018 and was delayed for multiple reasons by the 2020 pandemic. The final implementations are expected to run through FYE24. The City Council approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once fully complete the city will have enhanced automated services and web services for our citizen base as well as the employees who conduct business and track their daily work with these systems. The IT Department has completed implementation of all major pieces of the ERP business systems software packages. These include Parks and Rec software, Municipal Court software, Financial Systems software, Utility Billing software, Payroll, Human Resource Management, Work Orders (Tyler EAM), Time and Attendance, and Planning and Community Services software packages. Daily work continues on these systems as well as additional training, enhancements, and configuration. We will continue to evaluate and enhance each of these systems moving forward. Our current efforts include a review of the HR Systems, post launch troubleshooting of Planning and Community Dev

software, an upgraded Parks and Rec software package to help with golf management, concessions, and food carts. We Are also preparing for AMI (Automatic Meter Infrastructure), and integration with a customer portal for Utility Billing Systems software.

Community / Phase	Legacy	2018												2019												2020												2021														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
City of Norman Implementation Plan		[Blue shaded cells]																																																		
Parks & Rec: Vermont	Manual	[Grey hatched cells]																																																		
Municipal Court: Tyler Incode	Custom	[Grey hatched cells]																																																		
Phase 1: Financial Management	HTE	[Green cells]																																																		
Utility Billing: Advanced Utilities	HTE	[Green cells]																																																		
Phase 2: EAM: Facilities, Line Maint, Storm water	HTE	[Green cells]																																																		
Planning and Community Dev.: Cityview	HTE	[Grey hatched cells]																																																		
Phase 3: Human Resource Management	HTE	[Green cells]																																																		
Time & Attendance: IntelliTime	Manual	[Green cells]																																																		
Website Re-Design	Custom	[Green cells]																																																		
Phase Months:		0	1	2	2	1	3	3	3	2	2	2	2	2	3	2	3	2	3	3	4	4	4	4	4	4	4	4	5	5	6	6	5	7	7	5	5	4	4	3	3	2	2	0	0	1	0	1	0	0	1	1

Table 1

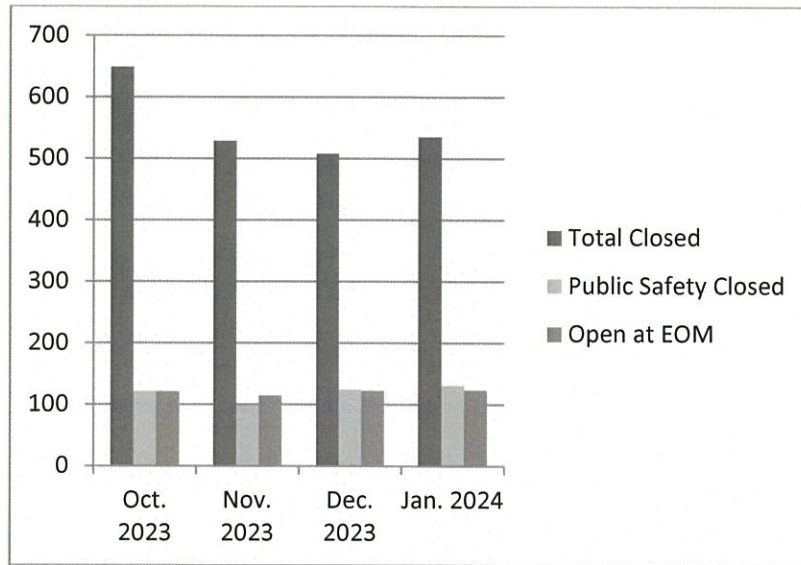


Table 2

January 2024 LIST SERVER REPORT			
<i>Group</i>	<i>Active Members</i>	<i>Mailings</i>	<i>Total Delivered</i>
Affirmative Action Group	12	0	0
Job Posting	1324	0	0
Norman News	2621	6	15726
Totals	3957	6	15726



Executive Summary

ironport.example.com

01 Jan 2024 00:00 to 31 Jan 2024 23:59 (GMT -06:00)
Data in time range: 99.81 % complete

Incoming Mail Graph

Incoming Mail Summary

Message Category	%	Messages
Stopped by IP Reputation Filtering	46.0%	135,217
Stopped by Domain Reputation Filtering	2.4%	7,056
Stopped as Invalid Recipients	0.0%	6
Spam Detected	3.2%	9,475
Virus Detected	0.0%	31
Detected by Advanced Malware Protection	0.0%	0
Messages with Malicious URLs	0.0%	136
Stopped by Content Filter	0.1%	396
Stopped by DMARC	5.3%	15,528
S/MIME Verification/Decryption Failed	0.0%	0
Total Threat Messages:	51.8%	152,317
Marketing Messages	13.0%	38,190
Social Networking Messages	1.4%	4,157
Bulk Messages	13.1%	38,600
Total Graymails:	27.5%	80,947
S/MIME Verification/Decryption Successful	0.0%	0
Clean Messages	20.6%	60,686
Total Attempted Messages:		293,950

Outgoing Mail Graph

Outgoing Mail Summary

Message Processing	%	Messages
Spam Detected	0.0%	0
Virus Detected	0.0%	0
Detected by Advanced Malware Protection	0.0%	0
Messages with Malicious URLs	0.0%	0
Stopped by Content Filter	0.0%	0
Stopped by DLP	0.0%	0
Clean Messages	100.0%	82,399
Total Messages Processed:		82,399

Message Delivery	%	Messages
Hard Bounces	2.0%	1,680
Delivered	98.0%	80,734
Total Messages Delivered:		82,414

ironport.example.com - 01 Feb 2024 01:00 (GMT -06:00)

Copyright © 2003-2023 Cisco Systems, Inc. All rights reserved.

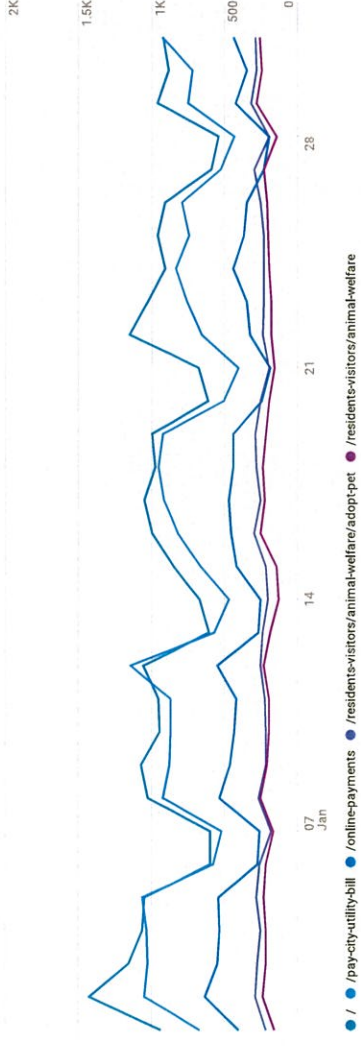
1

149

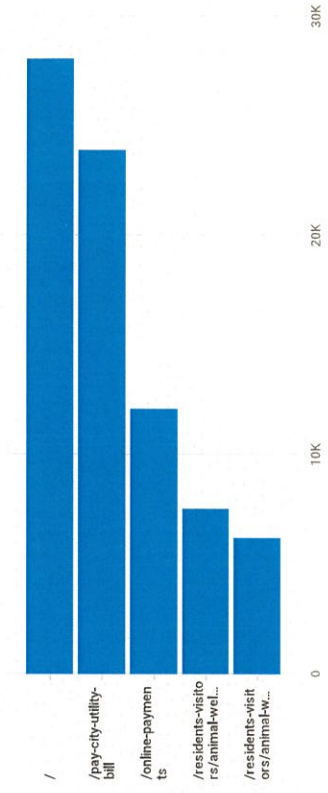
Custom Jan 1 - Jan 31, 2024

Monthly Page Views

Views by Page path and screen class over time



Views by Page path and screen class



Page path and screen class	Views	Users	Views per user	Average engagement time	Event count
/	195,898 100% of total	64,842 100% of total	3.02 Avg 0%	59s Avg 0%	607,399 100% of total
/pay-city-utility-bill	28,040	16,344	1.72	17s	78,475
/online-payments	23,881	13,581	1.76	16s	84,996
/residents-visitors/animal-welfare/adopt-pet	12,069	7,472	1.62	12s	31,304
/residents-visitors/animal-welfare	7,518	4,040	1.86	20s	24,916
/residents-visitors/animal-welfare	6,188	3,876	1.60	16s	19,714
/your-government/departments/human-resources/job-opportunities	5,816	3,667	1.59	1m 10s	17,431
/residents-visitors/trash-recycling	4,155	2,872	1.45	40s	13,721
/residents-visitors/parks-recreation/young-family-athletic-center	3,368	2,526	1.33	35s	12,651
/public-safety/police-department/crime-prevention-data/departments-activity-reports	3,330	1,581	2.11	53s	26,541
/your-government/departments/utilities/sanitation/holiday-schedule	3,237	2,293	1.41	20s	8,396

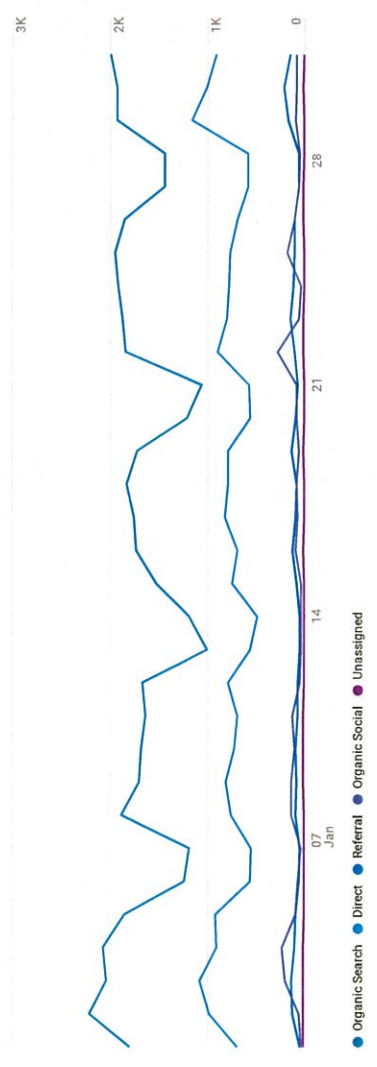
Item 6.

Custom Jan 1 - Jan 31, 2024

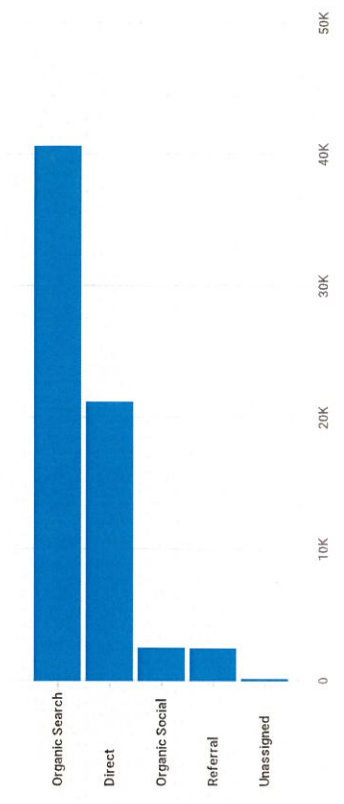
Monthly Site Traffic

Add filter +

Users by Session default channel group over time



Users by Session default channel group



Session default channel group	Users	Sessions	Engaged sessions	Average engagement time per session	Engaged sessions per user	Events per session	Engagement rate	Event count
	↓ Users							All events
1 Organic Search	64,842 100% of total	108,180 100% of total	62,868 100% of total	35s Avg 0%	0.97 Avg 0%	5.61 Avg 0%	58.11% Avg 0%	607,399 100% of total
2 Direct	40,624	71,484	45,803	41s	1.13	5.92	64.07%	423,446
3 Organic Social	2,517	27,907	13,210	22s	0.62	5.31	47.34%	148,138
4 Referral	2,466	3,093	1,443	21s	0.57	5.24	46.65%	16,221
5 Unassigned	146	3,619	1,986	39s	0.81	5.16	54.88%	18,681
6 Paid Search	1	169	6	1m 22s	0.04	5.37	3.55%	907
	1	1	1	15s	1.00	6.00	100%	6

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
January 2024 Report
(Submitted February 9, 2024)

MONTHLY HIGHLIGHTS:

A. Federal Cases

Brittany Reid v. City of Norman, et al., CIV-19-13 (K)

As a result of the settlement agreed to by the parties, the court entered an administrative closing order that provided that this case would be dismissed with prejudice within sixty (60) days from October 31, 2023, unless closing papers or leave to reopen the case was filed. Sixty (60) days from October 31, 2023, accrued on January 2, 2024. Because neither closing papers nor a request for leave to reopen the case was filed on or before January 2, 2024, this case was dismissed with prejudice and will no longer appear on the Monthly Report.

Shaw, Austin, et al. v. City of Norman, et al., CIV-21-1124-J; 2nd Appeal 23-6087 (10th Cir. 2023); 22-6106 (10th Cir. 2022) (K)

Judgment was entered in favor of the City on November 9, 2023. The Plaintiff had until February 7, 2024, to petition the U.S. Supreme Court to consider the case. Because the Plaintiff did not petition the U.S. Supreme Court to consider the case on or before February 7, 2024, the 10th Circuit's decision is final. Consequently, this case will no longer appear on the Monthly Report.

B. State Cases

Easley v. City of Norman, Case No. SD-121511; CV-2022-2830 (K)

This case arises out of the Petitioner's failure to obtain a certificate of appropriateness before replacing windows on a house in the Chautauqua Historic District. The district court granted the City's motion for summary judgment. On December 18, 2023, the Court of Civil Appeals affirmed the district court's rulings. On January 8, 2024, the Petitioner filed a petition for rehearing. On January 30, 2024, the petition for rehearing was granted, the original opinion was withdrawn and a substitute opinion affirming the district court's rulings was entered. The petitioner has until February 19, 2024, to petition the Oklahoma Supreme Court for review.

Brittany Reid v. City of Norman, CJ-2024-84 (K)

This case was filed on January 24, 2024. It was filed for the purpose of effectuating the settlement agreed to in Reid v. City of Norman, et al., CIV-19-13 (WDOK 2019). Judgment against the City was entered the same day the case was filed. This case will remain on the Monthly Report until the settlement is finalized.

Cody Jones v. Zachary Kevin Peavler, City of Norman, CJ-2023-1595

This case was filed on December 29, 2023, and served on the City on January 8, 2024. It arises out of an automobile accident between a City sanitation truck and a bus driven by an Embark employee. On January 31, 2024, the Plaintiff dismissed the City without prejudice.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK
In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, Case No. 05-MD-01720 (JG)(JO) (K)

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA
Smith v. City of Norman, CIV-22-1002 (K)
Dollarhide v. Dennis Dickens, Oklahoma Highway Patrol, et al, CIV-2022-642 (K)

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS
Henderson, et al. v. City of Norman, et al., Case No. DF-120316; CJ-2016-610 (K)
Walling v. Norman Regional Health System, et al, Case No. SD-121340, CJ-2014-874 (K)

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. *General Lawsuits*

Armstrong v. City of Norman, CJ-2012-1638 (K)
City v. Haddock, CV-2010-357 TS (K, S)
City v. IAFF, CV-2011-48 L; DF-109447 (K)
City v. Komiske, Cobblestone Creek Management Company, et al, CV-2012-748 (K, W)
City v. Aaron Stachmus and Bryson Anglin, CJ-2021-445 (S)
This case has been resolved and will no longer appear on the Monthly Report.
City v. Aaron Stachmus and Bryson Anglin, CJ-2022-424 (S)
This case has been resolved and will no longer appear on the Monthly Report.
City v. Aaron Stachmus and Bryson Anglin, CJ-2022-647 (S)
This case has been resolved and will no longer appear on the Monthly Report.
Etter v. City of Norman, CJ-2021-731 (K)
FOP/IAFF/AFSCME v. Okla. Dept. of Labor and City of Norman, CJ-2005-1170 L (K)
FOP v. City of Norman, CV-2011-876 L (K)
Martin Flores v. City of Norman & John Doe, CJ-2021-1051
Caleb Fulton v. City of Norman et al., CJ-2020-797 (K)
Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)
Jaelyn Jacobs v. City of Norman and Norman Utilities Authority, CJ-2022-794 (K)
Jane Doe v. S. Carter, Norman Regional Hospital Authority, and John and Jane Does, and or DBA Doe Medical Entity, CJ-2022-1348, CJ-2020-606 (K)
City v. Loeffler & Ashford Investments, LLC, CV-2022-1182 (M)
City v. Lonnie Hodges, CV-2020-2922

The Norman Petition Initiative No. 2021-1, Case No. CV-2020-2384 (K)
McCarver v. City of Norman, CJ-2013-128 TS (K)
Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)
Shaz Investment Group, LLC v. City of Norman, CJ-2021-1044 (K)
West Lindsey Center Investors, LLC v. City of Norman, et al., CJ-2022-693 (K)

B. *Condemnation Proceedings*

City of Norman v. Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)
City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)
City of Norman v. Tietzort Revocable Trust, et al., CJ-2013-775 (M)
City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M)
City of Norman v. The Uplands Development Co., LLC, et al., CJ-2021-227 (M)
City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M)
City of Norman v. D&J Land, LLC, et al., CJ-2022-251 (M).

C. *Lawsuits involving a City claim/interest in Property, Foreclosure Actions, and Applications to Vacate*

City of Norman v. Legacy Property Partners, LLC, CV-2018-249 (K, S)
Mortgage Clearing Corporation v. Ricky Joe Butler, et al., CJ-2016-219 (M)
Mortgage Clearing Corporation v. Doiron, et al., CJ-2014-1459 (M)

D. *Municipal Court Appeals*

None

E. *Small Claims Court*

None

F. *Board of Adjustment Appeals*

NextEra Energy Transmission Southwest LLC, CV-2023-3288 (M)

LABOR / ADMINISTRATIVE PROCEEDINGS

A. *Grievance & Arbitration Proceedings (K)*

This office has assisted with the following grievances:

AFSCME Grievance FYE 21-02 – (COVID-19 Leave)
AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)
AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)
AFSCME Grievance FYE 23-03 – (Parks Employees)
AFSCME Grievance FYE 23-08 – (AFSCME Group Grievance)

AFSCME Grievance FYE 23-09 – (Brian Jones)
AFSCME Grievance FYE 24-01 – (April Waggoner)
AFSCME Grievance FYE 24-02 – (Hemsley, Boggs, Garner)
AFSCME Grievance FYE 24-03 – (Boggs, Whiteside, Cole)
AFSCME Grievance FYE 24-04 – (Jeremy Boggs)
AFSCME Grievance FYE 24-06 – (Ross – Discipline)
AFSCME Grievance FYE 24-07 – (Whiteside – Oral Reprimand)
AFSCME Grievance FYE 24-08 – (Whiteside - Harassment)

IAFF Grievance FYE 21 – Carl Shanon Smith – Improper Compensation
IAFF Grievance FYE 22 – Source Documents
IAFF Grievance FYE 23 – Matt Ferris – Discipline
IAFF Grievance FYE 23 – Carl Shanon Smith Termination/Forced Retirement Grievance
IAFF Grievance FYE 23 – Battalion Chief Source Document Grievance
IAFF Grievance FYE 23 – Change in Medical Benefits
IAFF Grievance FYE 23 – Change in Conditions of Employment
IAFF Grievance FYE-23 - Selective Progressive Discipline Grievance
IAFF Grievance FYE-23 - Failure to Compensate for Working Out of Classification
IAFF Grievance FYE-23 - Wellness Program
IAFF Grievance FYE-23 - Mass Casualty /Active Shooter Response
IAFF Grievance FYE-24 – Non-Emergency Call Back

FOP Grievance FYE-23 – Wellness Program
FOP Grievance FYE-23 – Medical Benefits (Shawn Hawkins)

B. Equal Employment Opportunity Commission (EEOC)

None

C. Contested Unemployment Claims (OESC)

Julia K. Yoon (Planner) - Discharged

MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney’s Office in the Municipal Criminal Court through December 2023. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

Month	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
	FYE 22	FYE 23	FYE 24	FYE 22	FYE 23	FYE 24	FYE 22	FYE 23	FYE 24
JULY	275	165	464	11	7	11	7	9	10
AUG	236	241	341	9	10	7	5	13	16
SEPT	263	245	295	9	15	18	5	10	8
OCT	269	244	346	12	13	7	6	9	11
NOV	228	205	292	2	10	11	6	6	10
DEC	162	165	163	1	5	9	3	8	4
JAN	185	205	280	9	9	9	6	10	5
FEB	787	256		8	17		8	10	
MAR	282	272		13	13		9	12	
APR	323	322		12	9		10	9	
MAY	582	395		21	17		12	13	
JUNE	268	344		7	31		11	9	
TOTALS / YTD	3,860	3,059	2,181	114	156	72	95	118	64

WORKERS' COMPENSATION COURT

The total number cases pending as of January 2024 are 16. One Settlement was approved by the City Council in January and two are scheduled in February. The remaining cases are proceeding in active litigation in the Oklahoma Workers' Compensation Commission/Court of Existing Claims. The current breakdown of pending Workers' Compensation cases by work area have been reviewed and updated for accuracy is as follows:

DEPARTMENT	DIVISION	PENDING CASES	FYE 24 CASES	FYE 23 CASES	FYE22 CASES	FYE21 CASES
Fire	Suppression	9		9	4	2
Fire	Prevention				1	
Parks/Rec.	Park Maintenance	1				
Parks/Rec	Westwood Pool				1	
Planning	Development Services					
Police	Animal Welfare					2
Police	Criminal Investigation	1			1	
Police	Patrol	3		1	4	1
Police	Administration	0			2	
Public Works	Street Maintenance				1	1
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Public Works	Traffic Control			1		
Utilities	Line Maintenance	1		1		
Utilities	Sanitation	1		1		
TOTALS		16		11	14	6

List of Pending Cases

Amason, Amber v. City of Norman, WCC 2012-12306 K

(Police, Patrol, MPO, Intestinal/Parasite/Infection)

Attaway, Dan v. City of Norman, CM-2022-06389 G

(Fire, Suppression, Fire Captain, R. Knee)

A Joint Petition Settlement is scheduled for consideration by the City Council on February 13, 2024.

Boxford, Steven Lee v. City of Norman, CM-2022-03698 N

(Police, Patrol, MPO, L. Shoulder, Neck, L. Hand, L. Arm, L. Hip, R. Knee)

Faught, David L. v. City of Norman, CM-2023-03669 R

(Fire, Suppression, Firefighter, Binaural Hearing Loss)

Faught, David L. v. City of Norman, CM-2023-03668 L

(Fire, Suppression, Firefighter, Chest, Pectoral & Tricep Tendon)

Hambrick, John v. City of Norman, CM-2023-02469K (Cancer, BAW)

(Fire, suppression, Firefighter)

Harvey, Homer Paul, Jr. v. City of Norman, CM-2023-01069 W

(Fire, Suppression, Fire Driver Engineer, R. Hip, R. Thigh)

A Joint Petition Settlement was approved by the City Council on January 9, 2024 and will no longer appear on the monthly report.

Kizzia, Derrald v. City of Norman, WCC 2014-06995 K

(Parks & Rec, Park Maintenance, HEO, R. Knee/Reopen Request)

Kraeger, Casey W. v. City of Norman, CM-2023-00969 R

(Utilities, Sanitation, Sanitation Worker II, Head, Upper Back, Lower Back, L. Hip, L. Knee)

Lewis, Brian K. V. City of Norman, CM-2022-02245 H

(Fire/Suppression/Fire Driver Engineer, Neck, Back UNS, L Knee, L. Leg)

Newell, Richard v. City of Norman, CEC-2022-15014 H (Request to Reopen – Change in Condition for the Worse)

(PD/Narcotics/MPO/Sergeant, Right Knee)

Rayburn, Joshua L. v. City of Norman, CM-2023-00845 J

(Utilities, Line Maintenance, Utility Distribution Worker I, Back UNS)

Robertson, Kellee v. City of Norman, WCC 2010-13896 F

(Police, Narcotics, MPO, Respiratory System/Lungs, Circulatory System Organs of the Body and Whole Person)

Smith, Carl Shanon v. City of Norman, CM-23-00163 Q

(Fire, Suppression, Firefighter, Lower Back)

Tomczak, Carl v. City of Norman, CM-22-07388 P

(Fire, Suppression, Firefighter, L Shoulder, L Upper Arm, L Arm)

A Joint Petition Settlement is scheduled for consideration by the City Council on February 27, 2024.

Wilkins, Levi v. City of Norman, CM-2019-05323 X

(Fire, Suppression, Fire Driver Engineer, BAW, Cancer)

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through January 2024.

DEPARTMENT	FYE 24 Month	FYE 24 YTD	FYE 23 YTD	FYE 22 YTD	FYE 21
Animal Control			2	2	1
Finance – IT					1
Fire				2	1
Legal					2
Other		4	5	6	11
Parks		1	1	2	4
Planning			1	2	
Police	1	5	8	8	3
Public Works – other		2	5	2	2
Public Works – Stormwater				1	
Public Works – Engineering					1
Public Works – Streets	4	10	8	10	9
Utilities – other		2			
Utilities – Water		2	16	6	11
Utilities – Sanitation		8	7	6	12
Utilities – Sewer		4	3	4	5
TOTAL CLAIMS	5	38	56	51	63

CURRENT CLAIM STATUS	FYE 24 TO DATE	FYE 23	FYE 22	FYE 21
Claims Filed	38	56	51	63
Claims Open and Under Consideration	8	0	0	0
Claims Not Accepted Under Statute/Other	1	4	3	10
Claims Paid Administratively	12	25	15	11
Claims Paid Through Council Approval	2	2	2	7
Claims Resulting in a Lawsuit for FY	1	0	5	3
Claims Barred by Statute (No Further Action Allowed)	0	25	26	32
Claims in Denied Status (Still Subject to Lawsuit)	14	0	0	0

MUNICIPAL COURT

8

**MUNICIPAL COURT
MONTHLY REPORT
JANUARY - FY '24**

CASES FILED

	<u>JANUARY</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JANUARY</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	1,104		5,110	472		2,413
Non-Traffic	268		1,974	183		1,454
SUB TOTAL	1,372		7,084	655		3,867
Parking	532		5,170	684		4,908
GRAND TOTAL	1,904		12,254	1,339		8,775

CASES DISPOSED

	<u>JANUARY</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JANUARY</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	605		4,400	429		2,350
Non-Traffic	116		1,475	181		1,476
SUB TOTAL	721		5,875	610		3,826
Parking	654		4,447	516		3,836
GRAND TOTAL	1,375		10,322	1,126		7,662

REVENUE

	<u>JANUARY</u>	<u>FY24</u>	<u>Y-T-D</u>	<u>JANUARY</u>	<u>FY23</u>	<u>Y-T-D</u>
Traffic	\$ 101,688.51		\$ 528,152.41	\$ 45,865.82		\$ 262,100.69
Non-Traffic	\$ 15,895.09		\$ 132,602.98	\$ 16,214.72		\$ 133,633.31
SUB TOTAL	\$ 117,583.60		\$ 660,755.39	\$ 62,080.54		\$ 395,734.00
Parking	\$ 15,868.75		\$ 138,880.75	\$ 17,930.00		\$ 140,430.00
GRAND TOTAL	\$ 133,452.35		\$ 799,636.14	\$ 80,010.54		\$ 536,164.00

MUNICIPAL COURT - MONTHLY REPORT
January 2024

JUVENILE COMMUNITY SERVICE PROGRAM

Due to a vacancy in program staff, juveniles located and worked community service projects on their own.

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 22 new cases and closed 27 cases during the month of January 2024. 3 Mediations were held.

PARKS AND RECREATION 9

Park Development Activities January 2024

Westwood Park

We are advertising now for proposals from design firms to work on a Master Plan for the golf clubhouse, maintenance, cart barn, tennis pro shop and parking areas. The goal is to help bring them up to the standard we have been creating at the park with the Family Aquatics and Indoor Tennis facilities done at the beginning of the NORMAN FORWARD program. We are seeking a guiding document to help us cost-estimate and define a work scope for these “front door” items at Westwood. The golf course and most of the tennis courts will remain as-is; however we will explore the idea of combining or relocating most of the structures in this area, which may allow for more tennis or other paddle sports facilities to be built and/or renovation of the golf practice areas near the clubhouse. A similar document was recently produced for Andrews Park; which we intend to use to guide our planning for future project funding requests for our city’s oldest park. Proposals are due on March 1.

Forestry



Trees were planted in a few spots at Campus Corner where there had been significant damage to existing trees in the sidewalk plantings done by the City several years ago. We also hired a contractor to do some corrective pruning to all of the city’s trees in this area and in the downtown area (along Main Street) to help encourage healthy tree canopies and overall tree health in these vibrant commercial areas where we invested in public streetscapes over the years.

Trees are also being planted this winter in parks and beautification areas, such as 12th Avenue NE (south of Lindsey Street), along Legacy Trail (between Gray and Acres), and in Andrews Park (in the arboretum area in the southwest corner of the park) and along Lindsey Street (from Berry to 24th Avenue NW).

Other park and public median tree projects will have work done this winter to remove dead material and re-plant and/or do proper pruning to help encourage tree health and keep the areas safe and appealing for drivers and pedestrians.



We also hired a contractor to remove a large branch over the sidewalk in Eastwood Park, after it was noticed that this arching tree segment was in an advanced state of rot at the base of the main trunk, which made it dangerous to allow in-place. We worked with the adjacent homeowner, to see if they wanted to have us remove any portion of the tree in their yard at the same time of our trimming. The area is now much more safe.

Norman Forward New Neighborhood Parks



We are continuing work to develop our newest neighborhood park in the Summit Valley/Bellatona neighborhoods (Bentley Park). A contractor has begun installing the roof deck for the picnic shelter; and work continues on the playground, which will have synthetic turf and a shade structure. The new tennis and pickleball courts have been constructed; and final court surfacing will be done in the spring, when temperatures are appropriate for proper curing. Also, the park walking trail, basketball court and all signs and landscape elements will be built this winter and spring as weather permits, in preparation for a park opening in the spring.

Norman Forward Neighborhood Park Renovations

We have selected a design for both the Sunrise and Falls-Lakeview Park playgrounds. We will also be upgrading the park furnishings and walkways in these parks, along with other landscape and sports facility improvements at the practice fields and/or courts in each park. We will continue to do other smaller park improvements at other parks throughout the city, while we plan for the next major renovations that will occur next fiscal year.

Park Design

The concept for the Nature/Stormwater Park at the corner of Alameda and Carter has been finalized and the last of the site analysis reports are being completed. Our hired Landscape Architecture design firm, PDG will present at February Park Board meeting and then to Council.

Historical Museum



A contractor has begun work to replace several of the baluster pieces on the front porch, along with any sections of the railing top and bottom that have become rotten or damaged over the years. We are focusing on the front porch for all wood repair, cleaning and re-painting at this time and as weather permits, while we review the paint specifications for the main house and the Carriage House at the site. That work will be bid in the spring, and will include repairs to any wood siding, trim, and details prior to the final paint job.

Sutton Urban Wilderness

Better weather has allowed us to re-start the work on the parking expansion at Sutton Wilderness. The contractor is working to pour concrete for the 12 new parking spaces being built adjacent to the existing parking lot at the park entry off 12th Avenue. They will complete this part of the project as weather permits, and work to finish the improvements to the south trail spur in the park that connects Sutton to Griffin Park along the western boundary of these two areas.

January 2024 PARK MAINTENANCE DIVISION					
	FY24 MTD	FY24 YTD		FY23 MTD	FY23 YTD
SAFETY REPORT					
On-The-Job Injuries	2	4		0	6
Vehicle Accidents	1	1		0	0
Employee responsible	0	0		0	0
ROUTINE ACTIVITIES					
	Total Man Hours			Total Man Hours	
Big Mowing	0.000	522.25		0.00	944.50
Trim Mowing	0.000	3234.25		0.00	5376.00
Chemical Spraying	208.000	639.00		6.00	1027.00
Fertilization	0.000	10.00		0.00	18.00
Park Tree Work	84.000	731.00		150.00	735.00
Street Tree Work	0.000	8.00		0.00	91.00
Trash Maintenance	406.500	2964.50		276.00	2447.75
Sprinkler Maintenance	114.250	779.25		160.00	1052.75
Watering	0.000	6.00		8.00	279.00
Painting	31.000	31.00		0.00	415.00
Landscape Maintenance	303.500	1900.25		195.00	1708.75
Seeding/Sodding	0.000	41.00		37.00	613.00
Ballfield Maintenance	0.000	28.00		52.00	341.00
Fence Repairs	15.000	205.00		167.50	431.00
Equipment Repairs/Maintenance	174.500	1386.00		114.00	1374.50
Material Hauling	60.000	213.50		24.00	497.25
Snow/Ice Removal	233.750	233.75		321.00	520.27
Christmas Setup	223.000	1136.00		252.75	264.75
Vector Control	0.000	99.00		0.00	114.00
Events	64.000	368.00		0.00	201.00
Vandalism Repair	6.000	241.00		18.00	210.50
Trail Maintenance	14.000	68.00		0.00	8.00
Playground Maintenance	59.750	529.75		101.25	891.75
Restroom Maintenance	158.250	249.00		0.00	622.50
Carpentry/Welding	274.000	659.00		2.00	441.00
Shop Time	60.000	405.75		54.50	493.00
Special Projects	234.250	1169.25		575.00	2481.00
Miscellaneous	55.000	779.75		408.00	1881.25

JANUARY 2024
RECREATION DIVISION
MONTHLY REPORT

Little Axe Community Center: The Center served 648 meals to the Little Axe community with our meals on wheels. We had a smaller month due to weather with 66 kids totaling our after-school program. The Center partnered with Pioneer Library to re-do our book collection and a new bench was installed in the park. The bench offers free Wi-Fi allowing people to download books and also works as a charging station.

12th Avenue Recreation Center: The 12th Avenue Recreation Center averaged 32 students for the month of January. The Center canceled its Martin Luther King Jr. Camp on January 15th due to the anticipated winter weather. Students were out of school on the 16th and 22nd due to the winter weather and icy road conditions. Our after school program added two new students, bringing our overall enrollment to 39 students. Those who have been enrolled in our after school program or previous summer camps were given the opportunity to enroll in our upcoming summer camp starting January 26th, one week before general public registration begins.

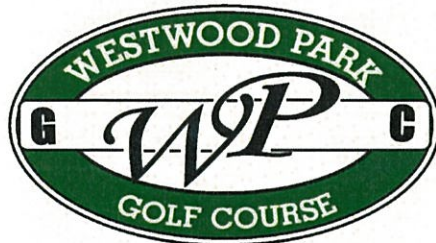
Irving Recreation Center: The After School Program continued at Irving this month with 20 students. The Center has not had open gym hours due to the middle school hosting practices and games, but that should change next month as the season ends in early February.

Whittier Recreation Center: The After School Program continued at Whittier with 28 children. The average daily attendance was about 19 children. This month we promoted our Recreation Specialist, Payton Lugafet to the role of Recreation Leader. Payton was previously a staff member at our Westwood Pool, and she has transitioned seamlessly with the staff and children at Whittier.

FACILITY ATTENDANCE:	Month	Year to Date
Norman Senior Center	0	3,253
Little Axe Community Center	2,078	13,162
12th Avenue Recreation Center	790	8,386
Irving Recreation Center	355	2,741
Whittier Recreation Center	369	3,214
Reaves Center	300	2,100
Tennis Center	2,906	23,276

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Senior	661	850	640	606	296	200	0					3,253
Axe	1,480	2,039	1,858	2,035	1,779	1,893	2,078					13,162
twelveth	1,795	1,167	1,195	1,182	1,270	984	790					8,386
Irving	343	507	426	378	354	378	355					2,741
Whittier	544	567	523	443	471	297	369					3,214
Reaves	300	300	300	300	300	300	300					2,100
Tennis	3,376	3,598	4,107	3,439	3,267	2,553	2,906					23,276

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



JANUARY 2024

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	JAN FYE'24	JAN FYE'23
Regular Green Fees	146	345
Senior Green Fees	167	291
Junior Fees	27	49
School Fees (high school golf team players)	163	58
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	365	627
Employee Comp Rounds	156	246
Golf Passport Rounds	0	0
9-Hole Green Fee	57	132
2:00 Fees	47	117
4:00 Fees	0	0
Dusk Fees or 5:00 Fees	58	46
PGA Comp Rounds	0	1
*Rainchecks (not counted in total round count)	6	8
Misc Promo Fees (birthday, players cards, OU student)	24	78
Green Fee Adjustments (fee difference on rainchecks)	0	1
Total Rounds (*not included in total round count)	1210	1991
% change from FY '23	-39.23%	
Range Tokens	474	2027
% change from FY '23	-76.62%	
18 - Hole Carts	29	51
9 - Hole Carts	12	14
1/2 / 18 - Hole Carts	215	518
1/2 / 9 - Hole Carts	64	139
Total Carts	320	722
% change from FY '23	-55.68%	
18 - Hole Trail Fees	0	0
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	0	0
9-Hole Senior Trail Fees	0	0
Total Trail Fees	0	0
% change from FY '23	0.00%	
TOTAL REVENUE	\$32,654.07	\$51,177.51
% change from FY '23	-36.19%	

**JANUARY 2024
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT**

Item 6.

SAFETY REPORT	FY 2024	FY 2024	FY 2023	FY 2023
	MTD	YTD	MTD	YTD
Injuries On The Job	0	0	0	0
City Vehicles Damaged	0	0	0	0
Vehicle Accidents Reviewed	0	0	0	0

FINANCIAL INFORMATION

	FYE 2024	FYE 2024	FY 2023	FYE 2023
	MTD	YTD	MTD	YTD
Green Fees	\$16,768.14	\$293,601.62	\$26,168.52	\$308,401.29
Driving Range	\$2,684.12	\$67,956.31	\$7,941.80	\$78,065.86
Cart Rental	\$7,616.10	\$153,221.10	\$13,055.27	\$164,915.16
Golf Classes	\$0.00	\$0.00	\$0.00	\$0.00
Golf Shop Rentals	\$38.64	\$1,702.26	\$44.16	\$44.16
USGA Handicap Fees	\$0.00	\$0.00	\$128.74	\$128.74
Golf Cart Capital	\$332.12	\$9,048.85	\$0.00	\$0.00
Golf Merchandise	\$2,295.47	\$108,984.66	\$0.00	\$0.00
Restaurant	\$2,709.98	\$96,795.45	\$6,571.80	\$118,642.33
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earnings	\$209.50	\$128,110.95	\$5,869.77	\$15,529.25
TOTAL INCOME	\$32,654.07	\$859,421.20	\$59,780.06	\$685,726.79
Expenditures	\$110,760.62	\$835,423.56	\$259,721.58	\$829,416.46
Income vs Expenditures	(\$78,106.55)	\$23,997.64	(\$199,941.52)	-\$143,689.67
Rounds of Golf	1210	19953	1991	21057

The following is a list of Tasks and Goals for Golf Maintenance.

The greens are presently dormant and performing well this winter. We presently purchased a used Toro Hydroject for greens subsurface injection. We repaired it and will be putting it into service this spring. This will help greens quality with a direct impact on greens internal layering and water percolation issues. As we progress on the #1, #2 drainage project, the first of 2 high water concrete crossing has been removed. Our in-house bunker renovation project will continue with #2 green bunker next to be renovated. The driving range has many needed improvements. Irrigation, drainage, soil ammendments, depleted soils (presently soil testing) and length of the range are all being evaluated for future projects. We are working at removal of tree branches and dead trees throughout the golf course and grounds. Equipment maintenance and sharpening are being completed when the weather keeps us from our above listed projects.

JANUARY 2024
WESTWOOD POOL
MONTHLY REPORT

Item 6.

FINANCIAL INFORMATION

	FYE 2024 MTD	FYE 2024 YTD	FYE 2023 YTD	FYE 2022 TOTAL
Swim Pool Passes	\$3,840.00	\$5,850.00	\$2,425.00	\$410,413.50
Swim Pool Gate Admission	\$0.00	\$186,635.00	\$0.00	\$269,113.00
Swim Lesson Fees	\$2,315.00	\$8,125.15	\$0.00	\$82,874.00
Pool Rental	\$0.00	\$47,927.56	\$0.00	\$41,515.00
Locker Fees	\$0.00	\$0.00	\$0.00	\$0.00
Pool Classes	\$2,380.00	\$3,057.00	\$0.00	\$27,333.00
Pool Merchandise Sales	\$0.00	\$236.44	\$0.00	\$0.00
Concessions	\$0.00	\$104,250.55	\$0.00	166,989.10
TOTAL INCOME	\$8,535.00	\$356,081.70	\$2,425.00	\$998,237.60
Expenditures	\$14,051.20	\$708,792.85	\$11,907.94	\$406,410.58
Income verses Expenditures	(\$5,516.20)	(\$352,711.15)	(\$9,482.94)	\$591,827.02

ATTENDANCE INFORMATION

	FYE 2024 MTD Jan-24	2023 YTD	2022 YTD	2021 YTD
a. Pool Attendance	0	114,679	58,459	75,468
b. Adult Lap Swim Morning/Night	0	950	65	1,802
c. Water Walkers	0	1,124	970	4,923
d. Toddler Time	0	4,328	1,578	5,421
e. Water Fitness	0	2,610	775	2,826
f. Swim Team	0	1,435	1,325	4,423
g. Scuba Rentals	0	514	488	54
h. Scuba Participants	0	282	52	100
i. Swim Lessons	0	1,465	860	1,697
j. Private Swim Lessons	0	73	34	51
g. Movie Night/Special Events	0	2156	1,604	1,298
h. Party / Rentals	0	259	65	116
TOTAL ATTENDANCE	0	129,875	66,275	98,179

FACILITY MAINTENANCE 9B

	Labor hours	Labor cost	Material Cost	TOTAL COST
Indirect	507.25	14753.27	6475.34	21228.61
12th Ave Rec	5.5	211.38	132	343.38
718 Porter	0	0	0	0
Adult Wellness	13	500.63	3588	4088.63
Andrews Park	0	0	0	0
Animal Welfare	20.5	761.895	196.68	958.575
Bldg A - Courts	39	1457.395	4094.88	5552.275
Bldg B - Police	59	2209.3	23546.7	25756
Bldg C - HR/IT	2	74.59	199.91	274.5
Bldg D - Development Center	49.25	1840.035	2623.99	4464.025
Bus Turnaround	2	77.76	0	77.76
Central Library	10	358.63	0	358.63
City Hall	32.5	1197.19	4566.7	5763.89
CNG Station	0	0	0	0
Compactors	10	388.8	27.56	416.36
Compost	1	38.88	0	38.88
Container Maintenance	0	0	0	0
Dumpster Barn	0	0	0	0
East Library	12.5	451.73	0	451.73
ECOC	0	0	0	0
Environmental Services	0	0	0	0
Facility Maintenance	0	0	0	0
Fire Admin	0	0	0	0
Fire Station 1	10	360.925	1829.23	2190.155
Fire Station 2	2	74.48	0	74.48
Fire Station 3	19.5	746.68	1970.27	2716.95
Fire Station 4	0.5	18.62	0	18.62
Fire Station 5	0	0	0	0
Fire Station 6	0.5	18.62	0	18.62
Fire Station 7	2.5	93.1	2220.81	2313.91
Fire Station 8	5.5	204.82	0	204.82
Fire Station 9	13.5	492.85	378.69	871.54
Firehouse Art	26	980.49	56425.16	57405.65
Fleet	3.5	130.34	0	130.34
Griffin Park	9	338.44	183.71	522.15
Historical House	0	0	0	0
Household Hazardous Waste	3	108.66	0	108.66
Irving Rec	7	257.73	157.12	414.85
Legacy Park	2	77.76	0	77.76
Legacy Trail	0	0	0	0
Lift Stations	0	0	0	0
Line Maintenance	12	439.23	969.38	1408.61
Lions Memorial Park	0	0	0	0
Lions NE Park	0	0	0	0
Lions Park	1	38.88	0	38.88
Little Axe Rec	4	142.84	82558.08	82700.92
Moore-Lindsay Historical House Museum	1	38.88	0	38.88
Neighborhood Parks	6	233.28	42	275.28

NIC - Norman Investigation Center	4	145.9	691.7	837.6
Normandy Park	0	0	0	0
Park Maintenance	1	37.24	0	37.24
Parks	0	0	0	0
Radio Towers	0	0	0	0
Reaves Garden Center	1	38.88	0	38.88
Reaves Park	2	77.76	122.89	200.65
Rotary Park	1	37.24	0	37.24
Ruby Grant Park	33.5	1293.46	1684.13	2977.59
Sanitation	0	0	0	0
Santa Fe Depot	1	38.88	1230	1268.88
Senior Center	15.5	577.99	603.76	1181.75
Shooting Range	6.5	240.53	115.68	356.21
Sooner Theater	9	337.02	60.41	397.43
Special Ops	4.5	167.58	11.32	178.9
Stormwater	6	221.91	352.84	574.75
Streets	1	35.71	0	35.71
Traffic Controls	1	35.71	0	35.71
Transfer Station	0.5	18.62	0	18.62
Transit	0	0	0	0
Transit/EVT	11	402.755	2248.32	2651.075
Warming Shelter	4.5	172.5	300	472.5
Water Reclamation Facility	14.5	535.39	98.5	633.89
Water Towers	0	0	0	0
Water Treatment Plant	3	107.13	1386.63	1493.76
Water Wells	4.5	174.96	0	174.96
Westwood Golf	15.25	589.64	1550.4	2140.04
Westwood Pools	0	0	0	0
Westwood Tennis	5.25	200.84	4025	4225.84
Whittier Rec	2	71.42	164.6	236.02
YFAC	59.25	2248.1	21030.98	23279.08
TOTAL	1098.75	36925.275	227863.37	264788.645

	Labor hours	Labor cost	MATERIAL	TOTAL COST
CUSTODIAL	\$ 327.00	\$ 7,970.90	\$ 23,447.59	\$ 31,418.49
DOORS	\$ 9.00	\$ 348.28	\$ 1,086.39	\$ 1,434.67
ELECTRICAL	\$ 174.50	\$ 6,649.26	\$ 3,297.56	\$ 9,946.82
ELEVATORS	\$ 5.25	\$ 202.48	\$ 495.00	\$ 697.48
HVAC	\$ 136.50	\$ 4,880.54	\$ 7,723.81	\$ 12,604.35
MISC	\$ 85.00	\$ 3,209.68	\$ 78,737.98	\$ 81,947.66
PEST	\$ -	\$ -	\$ 1,600.00	\$ 1,600.00
PLUMBING	\$ 181.25	\$ 6,881.77	\$ 19,341.50	\$ 26,223.27
ROOFS	\$ -	\$ -	\$ 91,686.75	\$ 91,686.75
INDIRECT	\$ 180.25	\$ 6,782.37	\$ 446.79	\$ 7,229.16
MISC	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,098.75	\$ 36,925.28	\$ 227,863.37	\$ 264,788.65

PLANNING AND COMMUNITY DEVELOPMENT 10



CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
January

	CATEGORY	2024		2023	
		No of Permits	Valuation	No of Permits	Valuation
RESIDENTIAL	Residential, New Construction	28	\$11,756,344.00	364	\$142,749,195.00
	Residential Duplex, New Construction	1	\$725,000.00	8	\$1,334,512.00
	Residential, New Manufactured Home	1	\$40,000.00	10	\$1,488,826.00
	Residential, Storm Shelter	13	\$45,235.00	340	\$1,369,648.00
	Residential, Addition/Alteration		-	107	\$7,422,804.00
	Residential, Carport	2	\$12,000.00	32	\$226,425.57
	Residential, Storage Building	16	\$608,277.20	139	\$5,695,401.96
	Residential, Fire Repair	1	\$10,000.00	46	\$4,417,476.00
	Residential, Swimming Pool	5	\$447,750.00	97	\$8,675,680.00
	Residential, Manufactured Home Replacement		-	5	\$464,900.00
	Residential, Solar	12	\$339,312.78	238	\$7,860,681.83
	Residential, Paving	4	\$28,300.00	92	\$945,375.00
	Multi-Family, New Construction 3+ Family		-	4	\$8,940,000.00
	Multi-Family, Addition/Alteration	1	\$8,900.00	33	\$448,916.00
	Multi-Family, Foundation	1	\$680,000.00	1	\$50,000.00
	Multi-Family, Fire Repair		-	1	\$619,021.00
	Residential, Roll off		-	0	-
	Other, Roll off		-	0	-
	Seasonal Storage Container		-	0	-
	Storage Container		-	0	-
	Sub Total for: RESIDENTIAL	85	\$14,701,118.98	1517	\$192,708,862.36
NON-RESIDENTIAL		No of Permits	Valuation	No of Permits	Valuation
	Commercial, New Construction	5	\$3,215,000.00	33	\$110,625,200.00
	Commercial, Parking Lot		-	5	\$438,700.00
	Commercial, New Shell Building		-	3	\$1,965,000.00
	Commercial, Addition / Alteration	6	\$950,000.00	125	\$60,201,370.00
	Commercial, Fire Repair		-	4	\$2,375,000.00
	Commercial, New Foundation		-	3	\$1,930,000.00
	Commercial, Temporary Bldg./Const Trailer		-	25	\$326,580.00
	Sub Total for: NON-RESIDENTIAL	11	\$4,165,000.00	198	\$177,861,850.00
OTHER ACTIVITY		No of Permits	Valuation	No of Permits	Valuation
	Electrical Permits	122	-	1730	-
	Heat/Air/Refrigeration Permits	111	-	1716	-
	Plumbing and Gas Permits	100	-	1837	-
	Sign Permits	54	-	503	-
	Water Well Permits	2	-	29	-
	Garage Sale Permits	12	-	683	-
	Structure Moving Permits		-	23	-
	Demo-Residential Permits	1	-	31	-
	Demo-Non-Residential Permits	2	-	7	-
	Certificate of Occupancy (CO)		-	1116	-
	All Field Inspections		-	25516	-
			33191	-	
	Total		\$18,866,118.98	34906	\$370,570,712.36



CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024

Report Category	Permit Number	Date Issued	Valuation	Address	Area (Sq Ft)	Zoning	Ward	Subdivision	Contractor / Tenant
		85	\$14,701,118.98						
Residential, New Construction		28	\$11,756,344.00						
	PRSF202305769	01/02/24	\$426,216.00	3806 MUIR FOREST WAY	3260	PUD	6	RED CANYON RANCH SEC 8	IDEAL HOMES OF NORMAN, LP
	PRSF202305820	01/02/24	\$224,280.00	3700 ALTA VISTA DR.	2329	PUD	8	FLINT HILLS SEC. 1	IDEAL HOMES OF NORMAN, LP
	PRSF202305811	01/02/24	\$253,820.00	3004 RED CEDAR WAY	2562	PUD	8	GREENLEAF TRAILS ADD 12	IDEAL HOMES OF NORMAN, LP
	PRSF202305825	01/03/24	\$2,900,000.00	4619 RIDGELINE DR.	8524	RE	8	GRANDVIEW EST N 4	BOWERS, JIM JR CONSTRUCTION CO
	PRSF202305853	01/03/24	\$410,000.00	1800 HOLLOW CREST CT.	2949	R-1	5	SUMMIT VALLEY 3	RIVERSTONE HOMES
	PRSF202305855	01/03/24	\$375,000.00	1901 OAKVILLE PL.	2912	R-1	5	SUMMIT VALLEY 3	RIVERSTONE HOMES
	PRSF202305854	01/04/24	\$370,000.00	1814 INGLENOOK DR.	2940	R-1	5	SUMMIT VALLEY 3	RIVERSTONE HOMES
	PRSF202400115	01/16/24	\$300,580.00	725 OZARK LN.	2744	PUD	8	GREENLEAF TRAILS ADD 12	IDEAL HOMES OF NORMAN, LP
	PRSF202400049	01/16/24	\$280,000.00	2836 KINGSWOOD DR.	2946	R-1	7	SUMMIT LAKES 8	DP GAMBLE HOMES, INC.
	PRSF202400147	01/17/24	\$464,737.00	3751 MUIR FOREST WAY	3602	PUD	6	RED CANYON RANCH SEC 8	IDEAL HOMES OF NORMAN, LP
	PRSF202305730	01/17/24	\$200,000.00	1909 OLD CENTRAL DR.	1386	R-1	5	EAST RIDGE 11	DANE LEDBETTER
	PRSF202400031	01/17/24	\$500,000.00	713 RUSTWOOD TRL.	3234	PUD	6	VINTAGE CREEK ADDN.	BROOKFIELD CUSTOM HOMES, LLC.
	PRSF202400032	01/18/24	\$370,100.00	1801 TAINES TURN	3322	R-1	7	CEDAR LANE 3	HALOKA HOMES, LLC.
	PRSF202400052	01/18/24	\$273,560.00	2900 KINGSWOOD DR.	2921	R-1	1	SUMMIT LAKES 8	DP GAMBLE HOMES, INC.
	PRSF202400058	01/18/24	\$281,680.00	2904 KINGSWOOD DR.	2932	R-1	1	SUMMIT LAKES 8	DP GAMBLE HOMES, INC.



**CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024**

PRSF202400064	01/18/24	\$280,000.00	2908 KINGSWOOD DR.	2946	R-1	1	SUMMIT LAKES ADD 12	DP GAMBLE HOMES, INC.
PRSF202400068	01/18/24	\$220,000.00	2912 KINGSWOOD DR.	2921	R-1	1	SUMMIT LAKES ADD 12	DP GAMBLE HOMES, INC.
PRSF202400081	01/19/24	\$450,000.00	4307 DUSTY TRL.	3752	PUD	3	GLENRIDGE 3	BROOKFIELD CUSTOM HOMES, LLC.
PRSF202400078	01/19/24	\$247,520.00	3704 ALTA VISTA DR.	2411	PUD	8	FLINT HILLS SEC. #1	IDEAL HOMES OF NORMAN, LP
PRSF202400172	01/19/24	\$422,381.00	1107 MOUNT IRVING WAY	3404	PUD	6	RED CANYON RANCH SEC 8	IDEAL HOMES OF NORMAN, LP
PRSF202400077	01/19/24	\$278,460.00	721 OZARK LN.	2700	PUD	8	GREENLEAF TRAILS ADD 12	IDEAL HOMES OF NORMAN, LP
PRSF202400119	01/19/24	\$209,440.00	3708 ALTA VISTA DR.	2321	PUD	8	FLINT HILLS SEC. 1	IDEAL HOMES OF NORMAN, LP
PRSF202400076	01/19/24	\$238,280.00	3017 RED CEDAR WAY	2411	PUD	8	GREENLEAF TRAILS ADD 12	IDEAL HOMES OF NORMAN, LP
PRSF202400073	01/19/24	\$209,440.00	3624 ALTA VISTA DR.	2321	PUD	8	FLINT HILLS SEC. 1	IDEAL HOMES OF NORMAN, LP
PRSF202400099	01/19/24	\$472,000.00	3804 LEGACY DR.	3320	PUD	6	VINTAGE CREEK ADDN.	BROOKFIELD CUSTOM HOMES, LLC.
PRSF202400171	01/22/24	\$415,163.00	3805 MUIR FOREST WAY	3092	PUD	6	RED CANYON RANCH SEC 8	IDEAL HOMES OF NORMAN, LP
PRSF202400143	01/24/24	\$423,707.00	3754 MESA RD.	3255	PUD	6	RED CANYON RANCH SEC 8	IDEAL HOMES OF NORMAN, LP
PRSF202400256	01/30/24	\$259,980.00	704 OZARK LN	2519	PUD	8	GREENLEAF TRAILS ADD 12	IDEAL HOMES OF NORMAN, LP
1		\$725,000.00						
PRDU202305700	01/12/24	\$725,000.00	323 W COMANCHE ST.	5833	CCPUD	4	ORIGINAL TOWN	WINDSTONE CONSTRUCTION & DEVELOPMENT, LLC
1		\$40,000.00						
PRSFMH202304172	01/26/24	\$40,000.00	5513 MASON ST.	1152	RE	5	PRIDE 130	HORTON, JOHN P JACKIE L
13		\$45,235.00						

Residential
Duplex, New
Construction

Residential,
New
Manufactured
Home

Residential,
Storm Shelter



**CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024**

PRSS202400029	01/04/24	\$2,850.00	2216 ARCADY AVE.	35	R-1	5	BELLATONA SEC 2	STORM SAFE SHELTER, LLC
PRSS202400114	01/11/24	\$3,500.00	405 MAYBURY DR.	28	PUD	6	LITTLE RIVER TRAILS SEC. 3	GROUND ZERO SHELTERS
PRSS202400144	01/11/24	\$2,500.00	3754 MESA RD.	31	PUD	6	RED CANYON RANCH SEC 8	IDEAL HOMES OF NORMAN, LP
PRSS202400149	01/12/24	\$2,995.00	3928 PIMLICO DR.	28	R-1	8	CARRINGTON PLACE ADD #5	GROUND ZERO SHELTERS
PRSS202400123	01/12/24	\$3,900.00	3300 BIRMINGHAM DR.	35	R-1	5	ST JAMES PARK 5	OKLAHOMA SHELTERS
PRSS202305883	01/12/24	\$2,500.00	3208 BIRMINGHAM DR.	28	R-1	5	ST JAMES PARK 5	STORM SAFE
PRSS202400159	01/12/24	\$4,545.00	1116 OSPREY DR.	28	R-1	7	EAGLE CLIFF SOUTH 7	GROUND ZERO SHELTERS
PRSS202400249	01/19/24	\$2,850.00	1400 MONTEREY DR.	25	R-1	7	MONTEREY II AMENDED	STORM SAFE SHELTER, LLC
PRSS202400201	01/19/24	\$3,900.00	336 WATERFRONT DR.	35	R-1	6	ROYAL OAKS ADD #3	OKLAHOMA SHELTERS
PRSS202400225	01/24/24	\$5,400.00	4815 TURKEY TRL.	70	A-2	5	TURKEY VALLEY ESTATES	RED DIRT SEPTIC
PRSS202400306	01/26/24	\$2,500.00	3623 ALTA VISTA DR.	24	PUD	8	FLINT HILLS SEC. #1	IDEAL HOMES OF NORMAN, LP
PRSS202400298	01/26/24	\$4,495.00	7600 CINNAMON CIR.	30	RE	5	CINNAMON RUN BLK 1-3	GROUND ZERO STORM SHELTERS
PRSS202400277	01/26/24	\$3,300.00	309 LONE OAK DR.	28	R-1	6	ROYAL OAKS ADD #9	FLAT SAFE TORNADO SHELTERS
0		\$0.00						
2		\$12,000.00						
PRCP202305850	01/05/24	\$6,800.00	2509 WILDWOOD LN NE	320	R-1	6	WILDWOOD ESTATES #3 C	MILIAN, LAZARO JULIAN & DELIA
PRCP202400120	01/19/24	\$5,200.00	2001 HILLWOOD CIR.	400	RE	5	HILLTOP LAKE ESTATES	TITAN BUILDING CO
16		\$608,277.20						

Residential, Addition/Alt

Residential, Carport

Residential, Storage Building



**CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024**

PRAD202400003	01/04/24	\$21,877.20	2318 RAVENWOOD LN.	320	R-1	6	HALL PARK	405 DECKS	
PRAB202305849	01/05/24	\$12,000.00	2509 WILDWOOD LN NE	240	R-1	6	WILDWOOD ESTATES #3	DERKSEN PORTABLE BUILDINGS	
PRAB202305848	01/08/24	\$9,500.00	2509 WILDWOOD LN	384	R-1	6	WILDWOOD ESTATES #3 C	MILIAN, LAZARO JULIAN & DELIA	
PRAB202305851	01/08/24	\$12,800.00	2509 WILDWOOD LN NE	480	R-1	6	WILDWOOD ESTATES #3 C	MILIAN, LAZARO JULIAN & DELIA	
PRAD202400065	01/10/24	\$85,000.00	610 IOWA ST.	1176	R-1	4	NORMAN HEIGHTS	ANAS OWDETALLAH	
PRAB202305869	01/12/24	\$100,000.00	1200 COUNTRY CLUB DR.	2400	R-1	3	COUNTRY CLUB EST WILLA	BABB, JESSE & SUSAN CHRISTINA	
PRAB202400047	01/17/24	\$10,000.00	425 KENSINGTON RD.	384	R-1	3	QUAILBROOK ADD #1	ARNOLD, CHRISTOPHER C	
PRAD202305802	01/17/24	\$20,000.00	218 N UNIVERSITY BLVD.	700	R-1	4	ORIGINAL TOWN	HAMES, DAVID & KELLY	
PRAB202400087	01/19/24	\$2,000.00	122 E FRANK ST.	312	R-2	4	JONES	ELLIS, GARY	
PRAD202400124	01/19/24	\$125,000.00	2101 BLUE CREEK PKWY.	2570	RE	5	BLUE CREEK ADD	GENESIS FINE HOMES	
PRAD202400096	01/19/24	\$20,000.00	122 E FRANK ST.	1000	R-2	4	JONES	ELLIS, GARY	
PRAD202400128	01/22/24	\$24,600.00	1514 OAKCREST AVE.	100	R-1	1	OAKHURST 5	DAVID ALLEN GOSS	
PRAB202400142	01/22/24	\$10,000.00	1600 GRAND CANYON DR.	780	A-2	5	LINDSEY HEIGHTS	MARTINEZ MACIAS SERVICES, LLC	
PRAD202305862	01/23/24	\$4,200.00	4012 TROON ST.	130	PUD	8	CASCADE EST 7	GROSS, LONNIE	
PRAB202400079	01/30/24	\$21,300.00	2509 ATWOOD DR.	324	R-1	2	NORMANDY MANOR	GARY ALAN LEITER	
PRAD202400145	01/30/24	\$130,000.00	2600 ACACIA CT.	1137	R-1	2	FOREST HILLS	BIRD DOG CONSTRUCTION	
1		\$10,000.00							
PRDB202400069	01/08/24	\$10,000.00	805 OLIVER ST.	120	R-1	4	CARPENTER	DUSTIN PROFFITT	
5		\$447,750.00							
PRPO202305894	01/10/24	\$53,000.00	3206 WATFORD CT.	640	R-1	5	ST JAMES PARK 5	LOCHNESS POOLS	

Residential,
Fire Repair

Residential,
Swimming
Pool



CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024

PRPO202400054	01/12/24	\$69,750.00	629 RIDGE LAKE BLVD.	825	R-1	1	SUMMIT LAKES 7	AQUAMARINE POOLS
PRPO202400025	01/16/24	\$95,000.00	1901 PROVIDENCE DR.	836	R-1	6	HALLBROOKE 6	SIGNATURE CUSTOM POOLS
PRPO202400060	01/17/24	\$80,000.00	1104 W APACHE ST.	790	R-1	4	ELM HEIGHTS ADD	AQUATIC DESIGNS POOL & SPA
PRPO202305642	01/19/24	\$150,000.00	4224 HACKNEY WICK RD.	1144	R-1	8	CARRINGTON PLACE ADD 12	ARTISTIC POOLS
0		\$0.00						
12		\$339,312.78						
PRSO202305718 KW: 7.315	01/04/24	\$22,376.51	2801 KINGSWOOD DR.	0	R-1	1	MEADOWOOD ESTATES ADD	FREEDOM FOREVER OKLAHOMA, LLC
PRSO202305762 KW: 11.165	01/04/24	\$30,045.50	406 SEQUOYAH TRL.	0	R-1	6	WOODCREST EST #3	FREEDOM FOREVER OKLAHOMA, LLC
PRSO202305803 KW: 3.08	01/05/24	\$9,008.00	217 NORTH BASE AVE.	0	R-1	4	KUNKEL	FREEDOM FOREVER OKLAHOMA, LLC
PRSO202400055 KW: 6.89	01/05/24	\$10,582.00	1603 EISENHOWER RD.	0	R-1	8	NORTH ACRES	SOLAR POWER OF OKLAHOMA
PRSO202400005 KW: 11.2	01/11/24	\$40,000.00	610 MILLER AVE.	0	R-1	4	CLASSEN MILLER	EIGHTTWENTY
PRSO202305693 KW: 4.62	01/11/24	\$11,619.01	808 HAWKS NEST DR.	0	R-1	7	EAGLE CLIFF 1	FREEDOM FOREVER OKLAHOMA, LLC
PRSOL202304837 KW: 1	01/12/24	\$40,000.00	5209 LADBROOK ST.	0	R-1	3	CAMBRIDGE ADD #2	ION DEVELOPER LLC DBA ION SOLAR
PRSO202400212 KW: 8.61	01/22/24	\$45,833.31	514 CRIPPLE CREEK DR.	0	R-1	6	WOODCREST EST #5	SUNTRIA
PRSO202400228 KW: 4.92	01/23/24	\$32,751.95	2413 LARKHAVEN ST.	0	R-1	5	EAST RIDGE ADD #08 AMENDED	SUNTRIA
PRSO202400285 KW: 5.39	01/26/24	\$23,685.50	602 UTAH AVE.	0	R-1	4	FAIRFIELD MANOR	FREEDOM FOREVER OKLAHOMA, LLC
PRSO202305694 KW: 6.93	01/29/24	\$17,411.00	711 TIFFIN AVE.	0	R-1	4	TIFFIN	FREEDOM FOREVER OKLAHOMA, LLC
PRSO202400218 KW: 13.2	01/29/24	\$56,000.00	1924 BURNING TREE	0	R-1	6	HALLBROOKE 6	EIGHTTWENTY

**Residential,
 Manufactured
 Home Repl
 Solar**



CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024

Residential,
Paving

4 \$28,300.00

PRPV202400182	01/22/24	\$1,500.00	1531 OAKHURST AVE.	511	R-1	1	OAKHURST ADD SEC 02	EADS, LISGETT
PRPV202400151	01/23/24	\$800.00	2019 ALLENHURST ST.	1527	R-1	1	OAKHURST ADD SEC 04	TILLER FENCE & DECK, LP
PRPV202305865	01/24/24	\$6,000.00	3309 RIVERWALK CT.	540	R-1	3	SHADOWRIDGE ADD #5	SHEPPARD CONCRETE
PRPV202305892	01/31/24	\$20,000.00	328 WEWOKA DR.	1500	R-1	6	WOODCREST EST #1	BILLS CUSTOM CONCRETE, INC.

Multi-Family,
New
Construction
3+ Family

0 \$0.00

Multi-Family,
Addition/Alt

1 \$8,900.00

PRAD202400083	01/10/24	\$8,900.00	401 12TH AVE SE 117	250	RM-6	1	TRIAD #2	ALFARO PROPERTIES
---------------	----------	------------	---------------------	-----	------	---	----------	-------------------

Multi-Family,
Foundation

1 \$680,000.00

PRFO202305675	01/12/24	\$680,000.00	1010 COLLEGE AVE.	11449	R-3	7	SCOGGINS ADD	LANDMARK FINE HOMES, LP
---------------	----------	--------------	-------------------	-------	-----	---	--------------	-------------------------

Multi-Family,
Residential,

0 \$0.00

Other, Roll off

0 \$0.00

Seasonal

0 \$0.00

Storage

0 \$0.00



**CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024**

Item 6.

	CATEGORY/DESCRIPTION	COUNT	VALUATION
	TOTAL	85	\$14,701,118.98
RESIDENTIAL	Residential, New Construction	28	\$11,756,344.00
	Residential Duplex, New Construction	1	\$725,000.00
	Residential, New Manufactured Home	1	\$40,000.00
	Residential, Storm Shelter	13	\$45,235.00
	Residential, Addition/Alt	0	\$0.00
	Residential, Carport	2	\$12,000.00
	Residential, Storage Building	16	\$608,277.20
	Residential, Fire Repair	1	\$10,000.00
	Residential, Swimming Pool	5	\$447,750.00
	Residential, Manufactured Home Repl	0	\$0.00
	Residential, Solar	12	\$339,312.78
	Residential, Paving	4	\$28,300.00
	Multi-Family, New Construction 3+ Family	0	\$0.00
	Multi-Family, Addition/Alt	1	\$8,900.00
	Multi-Family, Foundation	1	\$680,000.00
	Multi-Family, Fire Repair	0	\$0.00
	Residential, Roll off	0	\$0.00
	Other, Roll off	0	\$0.00
	Seasonal Sotage Container	0	\$0.00
	Storage Container	0	\$0.00



**CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION NON-RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024**

Report Category	Permit Number	Date	Valuation	Address	Area	Zoning	Ward	Subdivision	Contractor / Tenant
Commercial, New Construction	11		\$4,165,000.00						
	5		\$3,215,000.00						
	PRNONR202304912	01/16/24	\$700,000.00	1131 RAMBLING OAKS DR.	2022	C-2	3	SPRING BROOK 12	ANDY'S FROZEN CUSTARD
	PRNONR202303172	01/18/24	\$800,000.00	609 12TH AVE NE	6854	C-2	6	TSTB 1	MURPHY OIL USA
	PRNONR202303266	01/18/24	\$800,000.00	363 INTERSTATE DR.	6693	C-2	2	PARK CENTRAL	MURPHY OIL USA
	PRAD202400053	01/23/24	\$15,000.00	121 S SANTA FE AVE.	1940	CCFB	4	ORIGINAL TOWN	POP-UP BOUTIQUE/PIONEER LIBRARY
	PRNR202305539	01/29/24	\$900,000.00	1807 W LINDSEY ST.	1775	C-2	2	HTEAO	HTEAO
Commercial, Parking Lot	0		\$0.00						
Commercial, New Shell Building	0		\$0.00						
Commercial, Addition / Alteration	6		\$950,000.00						
	PRAD202400122	01/23/24	\$240,000.00	1305 36TH AVE NW	3527	C-1	8	DODSON'S NUTRITIONAL FOOD CENTER	GLO TANNING & SPA SALON
	PRAD202305216	01/24/24	\$200,000.00	2015 INDUSTRIAL BLVD	18500	I-2	8	NORMAN INDUSTRIAL TRACT	STRONGPOINT AUTOGROUP
	PRAD202400162	01/24/24	\$25,000.00	728 RESEARCH PARK BLVD, STE:104	1500	I-1	8	NORMAN RESEARCH PARK	EQUITY REALTY WHITE BOX
	PRAD202400161	01/24/24	\$25,000.00	728 RESEARCH PARK BLVD, STE:100	1500	I-1	8	NORMAN RESEARCH PARK	EQUITY REALTY WHITE BOX
	PRAD202400138	01/25/24	\$110,000.00	1305 36TH AVE NW	7030	C-1	8	DODSON'S NUTRITIONAL FOOD CENTER	ADAEEZ HOLDINGS
	PRAD202305828	01/30/24	\$350,000.00	1800 E IMHOFF RD.	1542	I-1	1	HITACHI ADD	HITACHI ENTRY & CANOPY REMODEL
Commercial, Fire Repair	0		\$0.00						
Commercial, New Foundation	0		\$0.00						
Commercial, Temporary Bldg./Const Trailer	0		\$0.00						
Total	11		\$4,165,000.00						

NON-RESIDENTIAL



**CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION NON-RESIDENTIAL PERMIT ACTIVITY
JANUARY 2024**

	Category/Description	Count	Valuation
	TOTAL	11	\$4,165,000.00
NON-RESIDENTIAL	Commercial, New	5	\$3,215,000.00
	Commercial, Parking Lot	0	\$0.00
	Commercial, New Shell	0	\$0.00
	Commercial, Addition /	6	\$950,000.00
	Commercial, Fire Repair	0	\$0.00
	Commercial, New	0	\$0.00
	Commercial, Temporary Bldg./Const Trailer	0	\$0.00

POLICE 11



NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW

Item 6.



JANUARY | 2024

MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED OFFENSES	2024	5-YEAR AVERAGE	2023
MURDER	0	0	0
SEXUAL ASSAULTS	14	14	17
ROBBERY	1	5	8
AGGRAVATED ASSAULTS	27	26	33
BURGLARY OF BUILDING	34	46	55
LARCENY/THEFT	170	220	236
MOTOR VEHICLE THEFT	33	36	38
ARSON	0	1	2
KIDNAPPING	2	2	0
FRAUD/FORGERY	63	81	104
DUI/APC	33	30	40
PUBLIC INTOXICATION	47	38	38
RUNAWAYS	14	22	31
DRUG VIOLATIONS	64	48	42
THREATS/HARASSMENT	20	36	50
VANDALISM	84	79	73
OTHER	577	574	637
TOTAL REPORTED OFFENSES	1,183	1,257	1,404
TOTAL ARRESTS:	679	648	695
PROTECTIVE CUSTODY:	87	89	103
TOTAL CASE REPORTS*	929	998	1,094
COLLISIONS	152	158	159
FATALITY	0	0	0
INJURY	33	48	56
NON-INJURY	119	111	103
NUMBER OF PEOPLE INJURED	42	67	83
CITATIONS & WARNINGS	2,494	2,344	1,975
TRAFFIC CITATIONS	1,078	723	439
TRAFFIC WARNINGS	898	1,102	860
PARKING CITATIONS & WARNINGS	518	519	676

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 5,706

NON-EMERGENCY CALLS TAKEN: 14,695

TOTAL INCOMING CALLS: 23,360

TOTAL CALLS FOR SERVICE GENERATED: 11,389

POLICE CALLS FOR SERVICE: 7,329

OFFICER INITIATED: 2,959

CITIZEN INITIATED: 4,370

OTHER CAD ACTIVITY:

NORMAN FIRE: 1,805

EMSSTAT: 2,255

Officer Initiated Calls for Service
2,959



Citizen Initiated Calls for Service
4,370

INVESTIGATIONS ACTIVITY

CASES OPEN DURING REPORTING PERIOD: 245

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 69

CASES CLOSED DURING REPORTING PERIOD: 450

CLEARED BY ARREST / WARRANT: 9

CLEARED BY EXCEPTION: 13

COP FOLLOW-UP: 7

DEACTIVATED: 362

DEACTIVATED DUE TO STAFFING: 19

REFERRED TO PATROL: 21

REFERRED TO VICTIM ADVOCATE: 19

UNFOUNDED: 0

ANIMAL WELFARE

INTAKES: 179

LIVE RELEASES: 196

LIVE OUTCOME RATE: 93%

ANIMALS FOSTERED: 63

ANIMALS LICENSED: 60

VOLUNTEER HOURS: 168

RECORDS

CUSTOMER SERVICE CONTACTS: 2,118

IN-PERSON CONTACTS: 827

PHONE CONTACTS: 738

EMAIL CONTACTS: 553

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED: 184

ACTUAL EMPLOYED: 173

AVAILABLE FOR ASSIGNMENT: 141**

AUTHORIZED NON-COMMISSIONED: 76

ACTUAL NON-COMMISSIONED: 68

AVAILABLE FOR ASSIGNMENT: 67**

*This number is less than reported crime due to multiple offenses occurring or being reported as part of one case report.

**This number reflects personnel available for assignment. This does not include individuals on non-discretionary leave, in the police academy, or in field training.

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report January 2024



IN SHELTER ANIMAL COUNTS

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	97	33	130	93	54	147	17	13%
Ending	103	28	131	73	43	116	(15)	-11%

ANIMAL INTAKES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	125	44	169	70	48	118	(51)	-30%
Owner Relinquish	4	7	11	22	21	43	32	291%
Owner Intended Euth	2	0	2	1	0	1	(1)	-50%
Transfer In	0	5	5	0	3	3	(2)	-40%
Other Intakes*	6	0	6	0	0	0	(6)	-100%
Returned Animal	8	3	11	10	4	14	3	27%
TOTAL LIVE INTAKES	145	59	204	103	76	179	(25)	-12%

*Confiscate, Protective Custody, Born in Shelter, and all other infrequent entries

OTHER STATISTICS

	2023		2024		Comparisons	
	Total	Total	Total	Total	Difference	Percent
Wildlife Collected (DOA)	0	0	0	0	0	#DIV/0!
Dog Collected (DOA)	1	1	1	1	0	0%
Cat Collected (DOA)	1	1	1	1	0	0%
Wildlife Transferred	1	1	1	1	0	0%
Intake Horses	0	0	0	0	0	#DIV/0!
Intake Cows	0	0	0	0	0	#DIV/0!
Intake Goats	0	0	1	1	1	#DIV/0!
Intake Sheep	0	0	0	0	0	#DIV/0!
Intake Rabbits	0	0	0	0	0	#DIV/0!
Intake Pigs	0	0	0	0	0	#DIV/0!
Intake Other	1	1	80	80	79	7900%
TOTAL OTHER ITEMS	4	4	84	84	80	2000%

LENGTH OF STAY (DAYS)

	2023	2024
Dog	19.2	41.2
Puppy	13.9	9.5
Cat	18	15
Kitten	7.6	10.7

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	101	31	0	132

Norman Animal Welfare Monthly Statistical Report January 2024



LIVE ANIMAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	57	36	93	66	64	130	37	40%
Return To Owner	43	4	47	23	3	26	(21)	-45%
Transferred Out	20	18	38	21	0	21	(17)	-45%
Returned to Field	0	5	5	0	19	19	14	280%
Other Outcome	0	0	0	0	0	0	0	#DIV/0!
TOTAL LIVE OUTCOMES	120	63	183	110	86	196	13	7%

OTHER ANIMAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	1	0	1	3	0	3	2	200%
Lost in Care	0	0	0	0	1	1	1	#DIV/0!
Shelter Euth	16	1	17	9	0	9	(8)	-47%
Owner Intended Euth	2	0	2	1	0	1	(1)	-50%
TOTAL OTHER OUTCOMES	19	1	20	13	1	14	(6)	-30%

TOTAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	120	63	183	110	86	196	13	7%
Total Other Outcomes	19	1	20	13	1	14	(6)	-30%
TOTAL OUTCOMES	139	64	203	123	87	210	7	3%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
	Medical - Sick	5	0	0	5
Medical - Injured	0	0	0	0	0%
Behavior - Aggressive	1	0	0	1	11%
Behavior - Other	3	0	0	3	33%
TOTAL EUTHANASIA	9	0	0	9	

MONTHLY LIVE RELEASE RATE

2023	2024
91.0%	93.8%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS 12

DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
January 2024

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Short Form Plat and four (4) Preliminary Plats for Planning Commission. The Development Engineer reviewed 22 sets of construction plans and 7 punch lists. There were 106 permits reviewed and/or issued. Development Fees were collected in the amount of \$6,451.15.

CAPITAL PROJECTS:

James Garner Phase 2 – Acres Street to Flood Avenue:

The Oklahoma Department of Transportation conducted a bid opening on October 20, 2022, for the James Garner Avenue Norman Forward Project. The low bidder was Redlands Contracting, LLC of Warr Acres, Oklahoma, with a construction cost of \$7,820,000. Approximately \$4.8 million of this will be paid from federal grant funds. The remainder is paid for with Norman Forward funding.

ODOT awarded the project on November 7, 2022. This project has a 460-calendar day construction schedule, which will likely result in summer 2024 completion. The Oklahoma Department of Transportation is administering the construction of this project, with the assistance of Smith Roberts Baldischwiler.

The project involves the following items:

- Construction of a new roadway extension of James Garner Avenue beginning from just north of Acres Street adjacent to the Norman Municipal Library and extending north of Robinson Street to connect to Flood Avenue.
- New multilane roundabout intersection between the Flood Avenue and the new James Garner extension
- A new vehicular and pedestrian bridge over Robinson Street with aesthetics honoring James Garner as the roadway's namesake.
- Reconstruction and extension of the Legacy Trail with improved pedestrian lighting.
- Low Impact Development such as plantings and landscaping in the roadway medians and at bridge abutments to filter runoff and help prevent erosion.
- Reconfigured connections between local streets from Johnson Street to Himes Street.
- Decorative roadway lighting and landscaping.

As of the last pay application on 1/15/2024, 57% of the total contract amount has been expended. Through 12/15/23, 53% of the contract time had expired.

The contractor's activities this month were as follows:

- *Began grading for east half of the roundabout at Flood Avenue*
- *Completed installation of bridge diaphragms*
- *Began placement of steel and forms for bridge deck*

Porter Avenue Streetscape – Alameda Street to Robinson Street:

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape 2019 Bond Project. The Porter Avenue Streetscape 2019 Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. The total construction cost for the project is approximately \$5.1 million. Of that, approximately \$2.8 million will be paid by federal grant. The remaining \$2.3 million will be paid for through the City of Norman 2019 Bond Program.

The Oklahoma Department of Transportation conducted a bid opening on October 20, 2022, for the Porter Avenue Streetscape 2019 Bond Project. The low bidder was SAC Services, Inc. of Oklahoma City, Oklahoma. ODOT awarded the project on November 7, 2022. This project has a 210-calendar day construction schedule,

*Monthly Progress Report**Public Works (January 2024)*

which will likely result in a fall 2023 completion. The Oklahoma Department of Transportation is administering the construction of this project, with the assistance of Atkins.

Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- New Decorative Traffic Signals
- Pedestrian safety improvements

As of the last pay application on 12/31/2023, 44% of the total contract amount has been expended. Through 12/31/23, 105% of the contract time has been expended.

The city has imposed a number of restrictions on the contractor in an effort to reduce the impact of the construction on local businesses and traffic along Porter Avenue. Although these restrictions have been successful in mitigating disruption to individual property owners and have allowed larger portions of the roadway to stay open at a given time, they have resulted in extending the overall project duration beyond what was expected at bidding. City staff and ODOT are working together with the contractor to determine a reasonable way to extend the allowable contract time to compensate for these added restrictions to the work. Once that change is implemented, the time used percentage will more closely align with the contract completion. Furthermore, many of the larger cost items in this project, such as landscaping and roadway paving, are not scheduled to be completed until the very end of the project. This too, helps to account for a portion of the lag between amount spent and time spent.

The contractor's activities this month were as follows:

- Continued sidewalk and paving construction between Himes Street and Rich Street
- Continued installation of light pole bases, irrigation and electrical conduit North of Frank Street
- Continued installation of storm sewer north of Frank Street (Completed in northbound lanes).
- Completed new storm sewer construction at Main Street to address drainage issues.
- Street light and signal poles were shipped and are expected to begin installation in February

Sidewalk Programs:

FYE 2024 Sidewalk Concrete Projects. This project was awarded to Arroyo's Concrete LLC and is under construction. This contract includes Citywide Sidewalk Reconstruction Projects, Sidewalk Accessibility Projects, Sidewalk Program for Schools and Arterials Projects, Downtown Area Sidewalks and Curbs and Sidewalks and Trials. This contract will be on going thru June of 2024. This project has been updated to include 54 bus stop installations and/or modifications.

As of 2/2/2024, 80% of the total contract amount has been expended and 41% of the contract time has been expended.

Street Maintenance Bond Programs:**FYE 2023 - Miller Avenue Curb and Gutter Maintenance Project**

Bids for the Miller Avenue Curb and Gutter Maintenance Project were opened on May 18, 2023. The bid was awarded at the June 27, 2023 Council Meeting. The contractor mobilized on July 6, 2023 and completed the west half of the project in July. The project was paused at the end of August to accommodate a community event. The contractor returned in October to complete additional ADA ramps, sidewalk, and storm inlets. Work was nearly completed in October, however an extremely shallow street light conduit caused a delay on the last ADA ramp. In November, OG+E repaired the damaged electrical conduit and the contractor completed the ADA ramp. This project was scheduled to be closed out in January, however due to an extended staff member illness, closeout is now scheduled for February.

FYE 2024 Street Maintenance Bond – Urban Concrete 1

Urban Concrete Bid 1 bids were opened on June 22, 2023. Seven bids were received and the contract was awarded on July 25, 2023 to Nash Construction Company in the amount of \$1,340,825.00. The project consists of select panel replacement on existing concrete streets. The project should be completed by June 2024.

*Monthly Progress Report**Public Works (January 2024)*

The contractor mobilized on October 12, 2023. During January, the contractor worked on 24th Ave NE between Robinson and Rock Creek. Extended periods of very cold weather and rain slowed progress.

FYE 2024 Street Maintenance Bond – Urban Concrete 2

Urban Concrete Bid 2 bids were opened on June 22, 2023. Seven bids were received and the contract was awarded on July 25, 2023 to Arroyo's Concrete LLC in the amount of \$1,337,100.00. The project consists of select panel replacement on existing concrete streets. The project should be completed by June 2024.

The contractor Mobilized on October 13th. During January, the contractor worked on Glenwood Street. Extended periods of very cold weather and rain slowed progress.

TRANSIT AND PARKING DIVISION**Public Transit****Go Norman Transit Plan (City of Norman Transit Long Range Plan Update)**

The Go Norman Transit Plan was approved by resolution by Council on June 22, 2021. On December 13, 2022 Council approved a resolution to alter transit bus service as recommended in the Plan. The route changes were effective October 16, 2023 after many months of implementation work, including the remodel of 320 E. Comanche into the Norman Transit Center. Staff are continuing to move forward on the next steps as recommended in the plan. Recent work includes:

Go Norman Transit Plan: Vehicle Procurement

- o The City is currently in the process of purchasing 5 paratransit vans and due to supply chain and warranty delays, the first two of these vehicles were delivered on December 15, 2023. These vehicles will undergo final inspections and processing before being put into service to replace vehicles that have already been decommissioned. Staff currently anticipates receiving the remaining three vehicles in February/March 2024. Below is background on this purchase:
 - On December 14, 2021 the City Council passed and adopted resolution R-2122-72 transferring \$346,703 from the Capital Fund Balance to be matched with \$122,812 available in the Public Transit and Parking Fund to be used to replace 5 paratransit vehicles in the Transit Fleet for a total of \$469,515. Due to ongoing supply chain issues the price of the vehicles had increased, however staff were able to identify additional FTA grant funding allocated to Norman to supplement the cost increase and decrease the amount of local match that was provided from the Public Transit and Parking Fund. Resolution R-2122-98 was approved by Council on March 8 transferring an additional \$149,454 (for a total cost of \$584,655) to cover the cost increase. FTA grant OK-2020-026 will be amended to \$496,157 leaving a local match of \$88,508 (a reduction in the local matching funds of \$34,304.)

Microtransit Pilot Program with Via Transportation – Norman On-Demand

Following a study to determine the best plan for establishing a microtransit pilot program in the City of Norman, staff conducted a competitive bid process for a turnkey pilot program. The proposal from Via Transportation was determined to be the best suited to the needs of Norman. Contract K-2223-164 with Via Transportation was approved unanimously by council on June 27, 2023. After discovering the University of Oklahoma was interested in collaborating on microtransit services with the renewal of their SafeRide program, staff worked to amend the agreement with Via to include that collaboration. On August 8, 2023 Council approved both Amendment 1 to contract K-2223-164, and Contract K-2324-50 with the University of Oklahoma for microtransit services. Website updates and the end user app both went live on August 16, 2023 and the microtransit service, named Norman On-Demand, launched as planned on August 21, 2023. The initial pilot program is scheduled by K-2223-164 to end 12 months after launch unless otherwise extended. More details can be found in the monthly performance report for this service, which is attached.

Transit Monthly Performance Reports

Attached is both the EMBARK Norman Performance Report and the Norman On-Demand Performance Report for December 2023.

STREETS DIVISION

CAPITAL PROJECTS:

48TH AVENUE NE: ROBINSON STREET TO ROCK CREEK ROAD

Streets crews worked a deep patch at 48th Avenue NE: Robinson Street to Rock Creek Road and required 87.28tons of asphalt for the repair.

CASTLE ROCK ADDITION – BROWNWOOD LANE

Streets crews replaced damaged concrete panels at in Castle Rock Addition – Brownwood Lane. This repair required 61.50 cubic yards of concrete and resulted in over 226 square yards repaired.

ROADSIDE OPERATIONS:

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 5.75 tons of asphalt was utilized in routine pothole patching operations.

SNOW AND ICE OPERATIONS

Spread 120 tons of sand and salt mix and 63,750 gallons of brine mixture during snow and ice operations.

STORMWATER DIVISION

CAPITAL PROJECTS:

THE VINEYARDS DRAINAGE IMPROVEMENT PROJECT

For several years, residents of The Vineyard Addition have experienced property damage due to flooding. The Vineyard Addition is a residential subdivision located east of Porter Avenue and South of Tecumseh Road. In July 2015, the City hired Meshek and Associates to perform an analysis of flooding issues reported by the residents of The Vineyard Addition. This included a review of the previous drainage reports and studies that were available. Additional detailed modeling was done to determine if any structural changes could be made that would reduce the risk of flooding in this area.

Meshek and Associates provided plans for this project to reduce the flood risk by expanding and re-grading the existing detention pond to increase the stormwater storage. The existing sidewalk will be shifted several feet to the north to allow the pond to be expanded. The dam on the eastern boundary of the pond will be raised approximately five feet above existing grade to provide additional stormwater storage. Any water from the spillway will be conveyed across a new 7.5-foot wide flume into a tributary of Woodcrest Creek east of the new pond. The vertical wall on either side of the flume will vary in height along the length of the channel but will provide at least two feet of depth for stormwater storage and conveyance. This flume will also serve as a sidewalk for the residents in the area. The existing discharge pipe will be upsized to address the modified flow.

During the month of January, the contractor continued excavation of the detention basin, extended the storm sewer line that extends from Porter Avenue to the new basin, and completed the concrete trickle channel to carry run-off from the new basin into the recently installed storm sewer.

WORK ORDER RESPONSE

Stormwater Division received 15 work order requests and closed 15 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew replaced a broken pipe end at HWY 9 and 120th SE. The crew replaced a broken curb hood at the intersection of Broadway and Porter. They also assisted the Street Maintenance crews with a patch over a stormwater repair on Boyd Street and with winter storm operations. They repaired a broken manhole at HWY 9 and 36th SE. The crew checked 2,919 inlets and cleaned 452 inlets totaling 2.75 ton of debris removed in Ward 2, 3, and 8.

CHANNEL MAINTENANCE

The Channel Maintenance Crew removed 15 tons of debris from the box structure at 3335 Woodvalley Road. The crew removed debris from Merkle, Hollywood, Saddleback, and Vineyard Channels totaling 53.5 tons of debris. The Maintenance crew cleaned a flume at Sundance Court. They also removed a shopping cart from Colonial North. The crew continued with the Vineyard bridge cleaning project removing 30 tons of debris. The crew checked 207 inlets and cleaned 66 inlets totaling 1.5 tons of debris removed in Ward 3.

Monthly Progress Report
Public Works (January 2024)

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 199 lane miles were swept in January resulting in the removal of approximately 123 tons of debris from various curb-lined streets throughout the city. The camera crew completed 4,448 linear feet of pipe inspection. The crew checked 275 inlets and cleaned 95 inlets totaling .80 tons of debris removed in Wards 4, 1, 3, and 7.

STORMWATER OKIE LOCATES

During the month of January, 2,132 Call 811 Okie Spots were received. Of those requests, 162 were marked stormwater pipe locates.

FLEET DIVISION

The Fleet Management Division Activity Report shows a comprehensive summary of the activity during the month, broken down into 3 subgroups: Fuel Report, Maintenance Report, and Productivity Report.

FUEL REPORT

Purchases: The Inventory fuel and Outside fuel purchases are added together for each category of fuel - Unleaded gasoline, Diesel fuel, and CNG.

Amount Sold: The amount of Inventory fuel and Outside fuel disbursed to city divisions are shown.

Price Per Gallon: For Inventory Purchases, each time a purchase is made the invoice information, such as quantity and total price is receipted into the Faster system. The Faster program then tallies the information and decides on a price-per-gallon for that purchase. The monthly high and the monthly low price-per-gallon for unleaded gasoline and diesel fuel are shown.

MAINTENANCE REPORT

Repair Parts Sold: This shows the amount of money spent on repair parts for vehicles during the month.

Tires Sold: This shows the amount of money spent on tires for city vehicles during the month.

Total Parts Sold: This is the sum of Repair Parts and Tires Sold added together.

Sublet Repairs: This is the amount spent on outside repairs during the month.

Road Calls: This is the amount of times Fleet was called out to retrieve/repair a vehicle.

Preventative Maintenance Services: This is the amount of times a vehicle failed to make the appointed preventative maintenance service and had to be rescheduled.

Total Work Orders: This is the amount of work orders for the entire month.

Year to Date Work Order Total: This is the amount of work orders for the entire year.

PRODUCTIVITY REPORT

Direct Labor Hours: Each mechanic's total direct labor hours are shown. Then the direct labor hours are tallied together. After that the total available hours are shown to assess productivity.

Productivity Goal: When mechanics are productive at 70%, meaning that 70% of their day was spent actually working on vehicles, the City of Norman is in equilibrium. We are able to use the money generated from their direct labor to pay wages, benefits and the utilities.

Actual Productivity: This is the average percent of all the mechanics' total productivity during the available working hours for the month.

January 2024
DEVELOPMENT COORDINATION, ENGINEERING
AND PERMIT REVIEW

Subdivision Development:

FYE 2023 Associated Fees

Planning Commission/Dev Comm Review:	This Month	Last Month	FY Total
*Norman Rural Cert of Survey...	0		
*Final Plats.....	0		
*Preliminary Plats.....	4		
*Short Form Plat.....	1		
*Center City Form Based Code..	0		
*Concurrent Constr. Request.....	0		
City Council Review:			
Certificate of Survey.....	0		
Preliminary Plat.....	3		
Final Plats	1		
Certificate of Plat Correction.....	0		
Encroachment.....	0		
Easements.....	0		
Closure.....	0		
Release of Deferral.....	0		
	\$ 2,165.00		

Development Committee:

Final Plats.....	0		
Fee-In-Lieu of Detention.....	0	\$0.00	
Subtotal:	\$2,165.00	\$1,365.00	\$35,630.00

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family.....	27		
***Commercial.....	8		
Multi-Family.....	1		
Addition/Alteration.....	16		
House Moving.....	0		
Paving Only.....	4		
Storage Building.....	8		
Swimming Pool.....	5		
Storm Shelters.....	13		
Public Improvements.....	2		
Temporary Encroachments.....	0		
Fire Line Pits/Misc.....	1		
Franchise Utilities	19		
Other revenue		\$0.00	
Flood Plain (@\$100.00 each).....	2	\$200.00	\$1,400.00
Total Permits.....		\$4,086.15	\$2,053.53
Grand Total.....		\$6,451.15	\$3,818.53
****Construction Plan Review Occurrences	22	27	165
****Punch Lists Prepared.....	7	3	35

* All Final Plat review completed within ten days..... PI # 13
 ** All Single Family Permits were reviewed and completed within three days.....PI # 10
 *** All Commercial Permits were reviewed and completed within seven days..... PI # 11
 **** All Construction Plans were reviewed within ten days.....PI # 12
 *****All Punch Lists prepared within one day of Final Inspection.....PI # 8

January 2024

DEVELOPMENT COORDINATION, ENGINEERING, AND PERMIT REVIEW

KEN DANNER/TODD McLELLAN/JACK BURDETT

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
<i>PI #8</i> PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	7	100%
<i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	27	100%
<i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	8	100%
<i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS	22	100%
<i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	1	100%



PERFORMANCE REPORT

Summary of Services Table: December 2023

The table below provides daily averages for the number of passengers carried by many of the services offered by EMBARK Norman. The year-to-date (YTD) figures are cumulative totals.

EMBARK Norman Service Summary	ADP Dec FY24	FY24 YTD	FY23 YTD	Service Profile	Dec FY24	Dec FY23
Fixed Routes (M-F)	1,191	173,462	127,334	Weekdays	20	22
Fixed Routes (Sat)	745	18,210	9,695	Saturdays	5	4
PLUS (M-F)	85	11,274	11,105	Gamedays	0	2
-Zone 1*	60	8,420	9,324	Holidays	1	1
-Zone 2**	21	2,854	1,781	Weather	1	1
PLUS (Sat)***	23	552	597	Fiscal YTD Days	153	154
				Cal. YTD Days	358	359

*Requires ¾ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 24 YTD	FY 24 Targets	
# of Norman fixed-route passenger trips provided	191,672	251,881	■
# of Norman paratransit trips provided	11,826	21,000	■
% of on-time Norman paratransit pick-ups	97.11%	98.58%	●
# of Norman bus passengers per service hour, cumulative	19.67	13.04	■
# of Norman bus passengers per day, average	1,221	800*	●
% of Norman required paratransit pick-ups denied due to capacity	0.00%**	0.00%*	●
% of on-time fixed-route arrivals	65.85%	80.94%	◆

*These targets are not being tracked in LFR but can be found in the KPI spreadsheet.

**One denial due to capacity was recorded for FY23



Performance Report

Microtransit Pilot Program Performance Report

December 2023

Purpose

The Microtransit Pilot Program Performance Report provides a summary of service performance measures used to evaluate the performance of the Norman On-Demand microtransit transportation system for the City of Norman. The performance measures used by staff may change over the course of the pilot program. Initially we will be comparing the key performance indicator

goals that were outlined in the request for proposals (RFP) to the data provided from Via for the Norman On-Demand program. These indicators and performance measures include average walking distance, maximum walking distance, average rider wait time, maximum rider wait time, and the percentage of ride requests completed within 20 minute wait time.

Service Profile, Hours, and Pricing

Norman On-Demand is a pilot microtransit service which launched for late night and Sunday service in core Norman on August 21, 2023. Norman On-Demand is a turnkey service provided by TransitTech provider Via. The Norman

On-Demand app is available on the Apple App Store and the Google Play Store. This service compliments existing public transit service by extending service into the late night hours and during the day on Sundays for a small fee. Because this is

Service Hours		Pricing	
Monday-Wednesday	7pm – 1am	First Passenger	\$2.00
Thursday-Saturday	7pm – 3am	Each Additional Passenger	\$1.00
OU SafeRide: Thursday-Saturday	10pm – 3am	OU SafeRide (OU Students using OU email address during SafeRide hours)	Free
Sunday	10am – 6pm		

ADA/Wheelchair Accessible Vehicles available upon request.

a pilot program, there may be changes to service area, hours of operations, or other aspects of the service while the City focuses the program to efficiently serve the needs and desires of our community.

Key Performance Indicator Measures

Measure	Target	December	Service to Date (8/21/23 – 12/31/23)
Average Walking Distance	<0.10 miles	0.06 miles	0.07 miles
Maximum Walking Distance	0.25 miles	0.22 miles	0.32 miles
Average Rider Wait Time	<15 min	23.7 min	19.6 min
Maximum Rider Wait Time	20 min	63.0*	63.0*
Percentage of Ride Requests Completed Within 20min. Wait Time	>80%	51.27%**	62.45%**

*OU has requested longer available wait times for OU students during SafeRide hours (up to a 2 hour max). This affects the original goal of 20 minutes that was identified in the original Request for Proposals.

**Number of ride requests with 'Completed' status that have a wait time of 20 minutes or less as a percentage of the total number of ride requests with 'Completed' status. This data is skewed by longer available wait times for OU students during SafeRide hours.

Additional Performance Measures

Ridership

Norman On-Demand completed 2,605 rides in December 2023, which is a 7.0% decrease over the November 2023 total of 2,850. There were a total of 25 completed trips that requested a wheelchair accessible vehicle (WAV) in the month of November.

Ridership	December	Service to Date (8/21/23 – 12/31/23)
Total number of passengers	2,605	10,770
Total number of Trips Completed	1,650	6,531
# of Completed Trips Requesting WAV	25	85

Rider Experience

The system includes an automated feedback process where all ride ratings with four stars or fewer that have actual written feedback attached are reviewed by customer support agents. Poor ride ratings alone are not categorized as complaints. No rider complaints were reported in the month of November.

Rider Experience	December	Service to Date (8/21/23 – 12/31/23)
Average Ride Duration	9.6 min	9.7 min
Average Ride Distance	3 miles	3 miles
Average Ride Rating	4.9 (out of 5 stars)	4.9 (out of 5 stars)

Program Engagement and Rider Growth

Since the Norman On-Demand App launched on August 21, 2023, 3,365 individual accounts have been created, which is a 12% increase over the November 2023 service to date total of 2,959. Of these accounts about two in five, or 41.6%, have utilized the service at least once. Approximately 17.7% or 595 active accounts have completed more than five rides. Riders are also able to call 405-643-8638 to schedule rides without using the App.

Engagement – Service to Date (8/21/23 – 12/31/23)		
App Accounts Created Since Launch	2,959	
OU Accounts	N/A	N/A
Active Accounts*	1,996	59.3%
Rider Accounts**	1,401	41.6%
Repeat Rider Accounts***	1,068	31.7%
*accounts where user has engaged with ride requests at least once		
**accounts with at least 1 completed ride		
***accounts with at least 2 completed rides		

Accidents and Vehicles

There were no accidents that occurred in December 2023. All incidents are reported to City of Norman Transit staff in a timely manner by our provider Via.

All five vehicles are in active service. There are no issues to report regarding vehicles.

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2024

Item 6.

STREET DIVISION					
	FYE 2024 January 2024	FYE 2024 January 2024	Year to Date	Year to Date	FYE 2024
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours (tons of material used)	100%	100%	100%	100%	95%
	5.75		33.62		
Overlay/pave 10 miles per year.	-	0%	2.00	20%	100%
Replace 2,000 square yards of concrete pavement panels	226.00	11%	1,747.00	87%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	-	0%	12.00	3%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	-	0%	14,227,016.00	112%	100%
Mow 148 miles of Rural Right-of-way three times per year	-	0%	1,361.00	307%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	100%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	100%	0%
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	-	0%	0%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	0%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Contract all selected projects for the bond year within the same fiscal year		0%	-	100%	0%
Capital Program – Complete all selected projects within the same fiscal year		0%	-	95%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2024

Item 6.

STORMWATER DIVISION					
	FYE 2024 January, 2024	FYE 2024 January, 2024	Year to Date	Year to Date	FYE24
PERFORMANCE INDICATORS	ACTUAL	PER CENT	ACTUAL	PER CENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	198.31	40%	2,358.31	39%	85%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	3,501.00	35%	10,129.00	101%	65%
Mow 2,271,548 sq. feet of open drainage ways, six times per year	-	0%	4,865,526.00	36%	70%
Collect 60 tons of litter annually from drainage channels and R-O-W in Urban and Rural areas	-	0%	-	0%	100%
*Program was transferred to Utilities 7/23					
Permit all floodplain activities as appropriate.	2.00	2%	10.00		100%

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 6.

January 2024

IN GALLONS	FYE 2024	FUEL REPORT		
	<u>UNLEADED PURCHASED</u>	<u>DIESEL PURCHASED</u>	<u>CNG PURCHASED</u>	
Internal pumps	21,694.00	19,606.00	27,160.82	
Outside - sublet	999.00	413.00	3,619.73	
TOTAL	22,693.00	20,019.00	30,780.55	
TOTAL	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>	<u>PUBLIC CNG CONSUMED</u>
Consumption	21,584.00	18,109.40	27,160.82	3,619.73

FYE 2024 TO DATE CONSUMPTION				
TOTAL	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>	<u>PUBLIC CNG CONSUMED</u>
Consumption	137,238.22	138,935.44	202,826.89	25,994.97

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	\$2.33	Low	\$2.05	UNLEADED	High	\$2.27	Low	\$2.16
DIESEL	High	\$2.39	Low	\$2.32	DIESEL	High	\$2.44	Low	\$2.29
CNG	High	\$1.28	Low	\$1.28	CNG	High	\$2.10	Low	\$2.10

CONSUMABLE PARTS PURCHASED		PUBLIC CNG SALES	
REPAIR PARTS	\$126,510.00	Month Total Public CNG Sales	\$7,624
OILS/FLUIDS	\$12,176.59	FYE 2024 To Date Public Sales	\$54,727
TIRES	\$28,407.21	LIFE TO DATE CNG GAS GALLON EQUIVALENT	
SUBLET REPAIRS	\$10,610.65	Total Sold Gallons Life To Date	1,109,478
TOTAL SPENT ALL parts/sublet	\$177,704.45	Total Gross Sales Life To Date	\$1,653,356
		Life To Date CNG Gas Gallon Equivalent	
		Total Public/City Through-Put CNG Gallons @ Station:	3,409,753

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	5	0	4	69
EMERGENCY ROAD CALLS	11	5	13	122
PM SERVICES	92	85	78	1,757
INCLEMENT WEATHER	0	0	0	9
WORK ORDERS	172	155	147	4,444
SCHEDULED REPAIRS	92	85	78	1,959
NON SCHEDULED REPAIRS	80	45	50	1,533

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	3	46
EMERGENCY ROAD CALLS	18	23	10	358
PM SERVICES	43	45	29	704
INCLEMENT WEATHER	0	0	0	4
WORK ORDERS	140	122	130	3,055
SCHEDULED REPAIRS	43	45	29	757
NON SCHEDULED REPAIRS	97	13	9	1,484

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	1	1	16
EMERGENCY ROAD CALLS	0	2	0	16
PM SERVICES	5	9	10	211
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	82	70	88	1,429
SCHEDULED REPAIRS	5	9	10	265
NON SCHEDULED REPAIRS	77	1	2	808

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	3	0	2	157
EMERGENCY ROAD CALLS	1	0	0	17
PM SERVICES	1	1	3	94
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	17	11	19	547
SCHEDULED REPAIRS	1	1	3	190
NON SCHEDULED REPAIRS	16	2	0	115

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	8	1	10	273
EMERGENCY ROAD CALLS	30	30	23	507
PM SERVICES	141	140	120	2648
INCLEMENT WEATHER	0	0	0	19
WORK ORDERS	411	358	384	9185
SCHEDULED REPAIRS	141	140	120	3104
NON SCHEDULED REPAIRS	270	61	61	3538

**FLEET DIVISION
INVENTORY
January 2024**

FUEL

WESTWOOD GOLF	343.0	gallons	DIESEL	@	3.140	\$ 1,077.02
WESTWOOD GOLF	381.7	gallons	UNLEADED	@	2.430	\$ 927.53
NORTH BASE	9,497.1	gallons	UNLEADED	@	2.160	\$ 20,513.76
NORTH BASE	8,027.2	gallons	DIESEL	@	2.360	\$ 18,944.19
FIRE STATION #5	453.9	gallons	UNLEADED	@	2.220	\$ 1,007.66
FIRE STATION #5	471.8	gallons	DIESEL	@	2.370	\$ 1,118.17
FIRE STATION #6	449.0	gallons	UNLEADED	@	2.190	\$ 983.31
FIRE STATION #6	385.4	gallons	DIESEL	@	2.380	\$ 917.25
BULK TANKS	1,200.0	gallons	DIESEL	@	2.360	\$ 2,832.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	10,781.7	\$ 23,432.26
DIESEL	10,427.4	\$ 24,888.63

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
January FYE 2024**

Industry Standard Compliance: Not To Exceed 5%

Item 6.

Department/Division	Number of PMs		Number of PMs Completed LATE	Number of PMs Missed	Current % PENDING	YearToDate Non-Compliance Trend
	Scheduled	Completed On Time				
CITY CLERK						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	0%
MUNICIPAL COURT						
MUNICIPAL COURT					0%	0%
INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY	1	1			0%	2%
HUMAN RESOURCES						
HUMAN RESOURCES					0%	0%
PLANNING						
PLANNING	1	1			0%	100%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE					0%	167%
PUBLIC WORKS						
ENGINEERING	4	4			0%	54%
STREETS	30	29	1		0%	76%
STORMWATER	3	3			0%	78%
TRAFFIC	2	2			0%	100%
STORMWATER QUALITY					0%	100%
FLEET	11	11			0%	75%
TRANSIT					0%	0%
POLICE						
ANIMAL CONTROL	5	4	1	1	20%	81%
POLICE ADMINISTRATION	2	2			0%	50%
POLICE STAFF SERVICES					0%	83%
POLICE CRIMINAL INVESTIGATIONS	3	2		1	33%	109%
POLICE PATROL	19	14	2	4	21%	22%
POLICE SPECIAL INVESTIGATIONS	5	4	1	1	20%	85%
POLICE EMERGENCY COMMUNICATIONS	2	2			0%	60%
FIRE						
FIRE ADMINISTRATION					0%	0%
FIRE TRAINING	2	2			0%	100%
FIRE PREVENTION	1		1	1	100%	100%
FIRE SUPPRESSION	3	2	1		0%	108%
FIRE DISASTER PREPAREDNESS	1	1			0%	100%
PARKS & RECREATION						
PARK MAINTENANCE	6	6			0%	89%
PARKS & RECREATION					0%	100%
CUSTODIAL					0%	100%
FACILITY MAINTENANCE	2		2		0%	60%
PARKS FORESTRY					0%	100%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	11	11			0%	68%
PSST POLICE CRIMINAL INVESTIGATIONS					0%	75%
PSST FIRE SUPPRESSION					0%	100%
CDBG						
PLANNING CDBG					0%	0%
UTILITIES WATER						
UTILITIES ADMINISTRATION					0%	100%
WATER TREATMENT PLANT					0%	133%
WATER PLANT	1	1			0%	56%
WATER PLANT WELLS	1	1			0%	75%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.					0%	100%
WATER LINE MAINTENANCE	11	11			0%	86%
UTILITIES INSPECTOR					0%	0%
METER SERVICES					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	100%
WRF INDUSTRIAL	2	2			0%	50%
WRF BIOSOLIDS	5	5		1	20%	64%
WRF OPERATIONS					0%	100%
SEWER LINE MAINTENANCE	1			1	100%	108%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	19	18	1	3	16%	79%
SANITATION COMMERCIAL	5	3	2		0%	71%
SANITATION TRANSFER	7	7			0%	80%
SANITATION COMPOST					0%	111%
SANITATION RECYCLE	2	2			0%	88%
SANITATION YARD WASTE	5	4		1	20%	75%
UTILITIES EVIROMENTAL						
ENVIRONMENTAL & SUSTAINABILITY					0%	3900%
CITYWIDE TOTAL	173	155	12	14	8%	52%

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT**

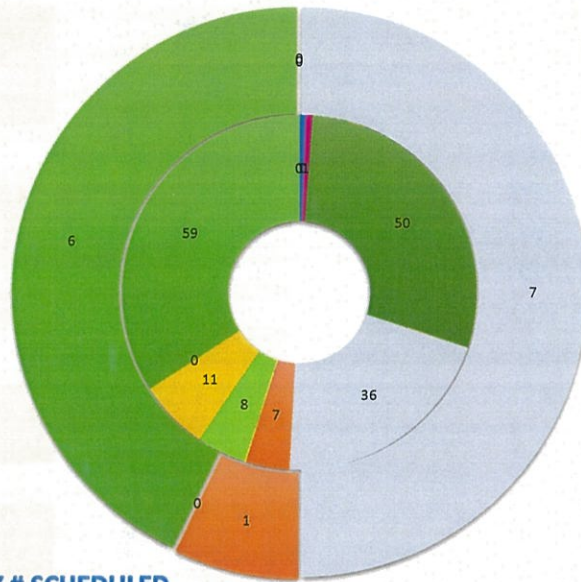
Item 6.

January FYE 2024

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past		ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
Police										
1013	2009 Chevy Impala	PD Criminal Investigations	86918	84000	-2918	Miles	1/22/2024	Light Repair	PM-C	
1144	2015 Polaris Ranger	PD Patrol	1688	1500	-188	Hours	1/22/2024	Light Repair	PM-D	
		PD Patrol	33415	32000	-1415	Miles	1/29/2024	Light Repair	PM-D & PM-G	
Utilities										
0223	2016 Peterbilt 320 Frontloader	Sanitation Commercial	12395	12000	-395	Hours	10/3/2023	Heavy Repair	PM-D & PM-T	
582T	2013 Big Tex 14X77 Utility Trailer	WRF Sludge	2/1/2024	1/1/2024	-31	Days	1/1/2024	Light Repair	PM-A	
22276	2022 Peterson M2106	Sanitation Yard Waste	497	300	-197	Hours	1/23/2024	Heavy Repair	PM-C	
0255	2020 Peterbilt 520 Sideload	Sanitation Residential	8841	8700	-141	Hours	1/31/2024	Heavy Repair	PM-C & PM-SL	

PM Compliance Report January FYE 2024



- City Clerk
- Municipal Court
- Information Technology
- Human Resources
- Planning
- Public Works
- Police
- Fire
- Parks & Rec.
- PSST
- CDBG
- Utilities

INNER RING - MONTHLY # SCHEDULED
OUTER RING = MONTHLY # MISSED/LATE

Department	Scheduled	Missed/Late	% Late
City Clerk	0	0	0.0%
Municipal Court	0	0	0.0%
Information Technology	1	0	0.0%
Human Resources	0	0	0.0%
Planning	1	0	0.0%
Public Works	50	0	0.0%
Police	36	7	19.4%
Fire	7	1	14.3%
Parks & Rec.	8	0	0.0%
PSST	11	0	0.0%
CDBG	0	0	0.0%
Utilities	59	6	10.2%
Citywide Total	172	14	8.1%

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

FYE 2024

January 2024

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY		INDIVIDUAL PRODUCTIVITY	
		GOAL	ACTUAL	ACTUAL	DIFFERENCE
497	124.34	72%	83.7%	11.7%	
531	90.75	72%	70.8%	-1.2%	
642	137.82	72%	87.3%	15.3%	
1554	105.04	72%	61.9%	-10.1%	
1676	252.57	72%	93.4%	21.4%	
2098	115.57	72%	83.8%	11.8%	
2300	171.58	72%	93.7%	21.7%	
2495	144.04	72%	79.1%	7.1%	
2745	245.16	72%	99.3%	27.3%	
3001	107.55	72%	73.9%	1.9%	
3134	0.00	72%	#DIV/0!	#DIV/0!	
3151	160.45	72%	90.5%	18.5%	
3167	112.39	72%	88.8%	16.8%	
3470	135.67	72%	83.4%	11.4%	
3487	150.81	72%	94.9%	22.9%	
3502	134.24	72%	83.0%	11.0%	
3572	158.55	72%	92.2%	20.2%	
3800	129.21	72%	67.3%	-4.7%	
3843	154.51	72%	88.6%	16.6%	
3968	90.09	72%	91.3%	19.3%	
4033	146.50	72%	93.1%	21.1%	

DIRECT LABOR HOURS

2866.83

TOTAL AVAILABLE HOURS

3351.49

PRODUCTIVITY GOAL

72.0%

ACTUAL PRODUCTIVITY

85.5%

**CITY OF NORMAN
DEPARTMENT OF PUBLIC WORKS-TRAFFIC CONTROL DIVISION
MONTHLY PROGRESS REPORT**

JANUARY 2024		PROJECTED GOAL			THIS MONTH			YEAR TO DATE			
		Percentage	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met
Provide initial response to citizen inquiries within 2 days		100%	88	88	100%	628	628	100%			
Provide information requested by citizens within 7 days		95%	88	88	100%	622	622	100%			
Complete traffic engineering studies within 45 days.		99%	1	1	100%	12	13	100%			
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.		95%	20	20	100%	134	134	100%			
Worker Hours Per Gallon of Paint Installed.		0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage			
			0	0	#DIV/0!	1208	368.75	0.31			
Thermoplastic legend, arrows, stop bars & crosswalks installed.		4-6 Installations per day per 2 person crew. 100%	Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average			
			0.25	11	44.00	8.32	70	8.41			
Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month.		100%	Number Performed	Goal Met	Percentage Met	Number Performed	Goal Met	Percentage Met			
			15	15	100%	103	103	100%			
Response to reports on traffic signal malfunctions within one hour.		99%	Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met			
			20	20	100%	135	135	100%			
Response to reports of sign damage:		Percentage									
High Priority Stop or Yield Signs within one hour		99%	17	17	100%	56	56	100%			
Lower Priority all other signs within one day		90%	24	24	100%	295	295	100%			
Street Name Signs within two weeks		90%	10	10	100%	88	88	100%			
Percent of work hours lost due to on the job injuries.		<.01%	Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met			
			3360	0	0.00	22120	0	0.00			

UTILITIES 13

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive – 100%
- 1357 12th NE Avenue – 100%
- Crest Court – 100%
- Barb Court – 100%
- Page Street – 100%
- Crail Drive – 0% Hold – Pending Lead Survey

Staff has completed the Crest Court project. Staff has completed the 12th AVE NE project. Staff has completed the Beaumont project. Staff has completed the Page Street project. Crail Project materials have been ordered – project on hold pending lead surveys. Ashton Grove project and Sutton Place project generators were delivered this month – in progress of completing electrical to complete projects.

Water Line Breaks Total – 15 in January

Water Lines Hit by Contractors – 0

Sewer Line Data

- Total obstruction service requests - 25
 - Private Plumbing: 22
 - City Infrastructure: 3
 - Sanitary Sewer Overflows: 1 on private side, 0 on city side

Lift Station D Flows:

- Days - 31
- Average daily flow: 1.168 MGD
- Total Monthly flow: 36.208 MG

UTILITIES ENGINEERING:

Line Maintenance Building: Project will construct new building for Line Maintenance Division consisting of 60 staff; the existing 11,000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year. Contract K-2122-115 was approved by Council and the Architect and Contractor are working through the process with GMP expected in September 2022. Bid Opening was held on September 7, 2022. 61 bidders submitted bids across the 30 categories of construction work. The total of the Base Bid was approximately \$7.7 Million, including contingencies, insurance, allowances, and other project requirements. Special-use permits were approved by Council on September 27, 2022. Approval of the GMP was held on the October 11, 2022 Council docket. Line Maintenance staff officially moved into the new building on January 4, 2024. A meeting was held on January 11, 2024 to discuss repairs and design changes to the road as a lot of the drainage is not being captured by the stormwater controls. These repairs have been completed and will be paid from the ECOC project. A grand opening was held for the facility on January 29, 2024. Staff is working on approving their January claim, which will be the final claim before retainage is paid.

As-Built Linking Project: Project is an engineering effort to develop a system for linking as-built records to a GIS interface to allow for staff to more efficiently find as-built records. Contract K-2021-72 was awarded to Meshek & Associates on December 1, 2020. The project will allow users to click on a water or sanitary sewer asset in a GIS viewer which will then provide the as-built record document in a new window for viewing or downloading. Additional internal staff discussion was required to determine naming conventions for the consultant to use that would create a standardized system that could be used for this project and any future projects. As such, the project deadlines were set back a couple of months. All existing as-built information was provided to the consultant for their use. Pilot area information has been received and reviewed by staff. The effort required to complete the remainder of the project is more than the current contract amount. Staff will bring Council a proposed amendment for approval to complete the entire City.

AIM Water and Wastewater Master Planning Effort: In combination with the overall comprehensive land use plan, Water and Wastewater master planning efforts are being done to evaluate the current infrastructure, provide input on future development locations, and determine infrastructure needed to support the selected land use alternative(s). RDG, with Garver performing the engineering for water and wastewater efforts, was selected as the consultant for the project. Contract K-2324-46 was awarded to RDG (with Garver as a subconsultant) in July 2023. Initial work has begun by Garver and the first Water and Wastewater Subcommittee meeting was held.

Tangentially, staff worked with Garver and RJN to complete the wastewater collection system flow monitoring necessary for proper calibration of the wastewater model being developed and updated by Garver.

WASTEWATER PROJECTS:

WRF Reuse Pilot Study (WW0317) – Project is a pilot study designed to consider treatment alternatives to produce highly treated effluent at the WRF suitable for Indirect Potable Reuse (IPR) by discharging it into Lake Thunderbird to supplement Norman’s available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, to recommend the best and most economic treatment technologies for the implementation of a reuse program. In July 2020, NUA approved Amendment No. 1 to Garver’s contract which consolidated all pilot study tasks, including procurement/rental of treatment equipment for alternative treatment trains, temporary construction/installation of pilot study equipment and eventual removal of all pilot study equipment, into Garver’s contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consisted of one train using an Aqua Nereda patented process and one train using a modified University of Cape Town (mUCT) process was completed. By June 2021, both trains had been commissioned and were operating as intended. As a result, WRF and Garver staff were able to commence the Phase I testing and sampling regimens. In November 2021 and February 2022, skids and trailers containing advanced tertiary processes that were to be pilot tested as part of Phase II and Phase III, respectively, were delivered; temporary construction needed to place them into service was completed; and Phase II and Phase III testing and sampling regimens commenced. Phases I, II, and III and all associated testing and sampling were completed as of June 1, 2022, and Garver’s construction subcontractor completed removal of all temporary process equipment by late summer 2022. A first draft copy of the engineering report was submitted for review in December 2022. A second draft was submitted to NUA and, informally, to Oklahoma Department of Environmental Quality (ODEQ) in March 2023. For the rest of 2023, Garver convened regular meetings with ODEQ to review the draft report findings and conclusions in detail. ODEQ is now reviewing a preliminary final version of the report, and it is expected that they will require several months to complete their review. Once ODEQ has approved the report, Garver’s Contract calls for submitting the report to a team of independent industry experts who will review and also approve the report’s conclusions, at which point, the report will be considered final. This is expected to require several more months after date of ODEQ approval.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 that would pay up to 25% of all costs incurred on this project. Grant contract was approved by NUA and BOR and fully executed in September 2021. As of March 2023, all funds authorized by this Grant have been required and received by City of Norman.

In October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of the future reuse program that is the subject of the pilot study. This grant includes \$209,824 worth of in-kind funds from various federal agency resources to be expended in (Federal) Fiscal Years 2022 and 2023 for research and investigations and can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years' funding. A kick-off meeting for the Green Infrastructure grant convened in early November 2021 and work (research and data gathering) is ongoing. Initial conclusions and recommendations are expected to be reached by June 2024. If, based on initial conclusions and recommendations, additional funds are authorized, work will continue through the remainder of 2024 and possibly beyond.

In April 2022, NUA learned that a third grant associated with possible IPR from BOR had been authorized. The third grant was an applied science grant for \$148,339 to create a Predictive Lake Optimization Tool (PLOT) for Lake Thunderbird. The PLOT will use weather and climatological data, weather and seasonal weather forecasts, and data specific to Lake Thunderbird and its watershed to create a preliminary model that will furnish predictions on the theoretical best times, quantities, and manner for adding supplemental IPR flows to the lake. This would allow both for the best possible economic evaluation of infrastructure alternatives for a future IPR program but also for the efficient management of such a future IPR program if/when one is implemented. A resolution authorizing acceptance of the grant was approved by City Council in September 2022, and a Contract with Garver in the amount of \$196,190 (of which \$148,339.00 would be reimbursable from BOR Applied Science Grant) was approved by City Council on March 14, 2023. Project is ongoing and should require approximately one year to complete.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Existing centrifuges are approaching the end of their useful lives, and, consequently, they need excessive maintenance, regular major repairs and increasing polymer feed rates to achieve necessary sludge quality. Moreover, poor service provided by manufacturer often results in extended downtime before necessary repairs are completed. NUA approved a Contract with Garver, LLC on December 8, 2020 to prepare a design to replace centrifuges, and design for this project commenced immediately thereafter. Throughout 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff, and WRF and NUA Engineering staff also made several site visits to wastewater treatment plants in the region to observe equipment by other manufacturers/technologies in operation. Based on these demonstrations and site visits, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During winter and spring 2022, Garver and NUA met with representatives from most of the reputable centrifuge manufacturers in the industry to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, three (3) manufacturers were approved for inclusion in the bidding documents.

Garver completed and submitted 60% design documents for review in August 2022 and 90% design documents in January 2023 with design review meetings convening two weeks after each submission. In March 2023, ODEQ Permit to Construct application was submitted to ODEQ and the permit was issued in April 2023. Also, in April 2023, NUA learned that it has been approved for a federal community funding grant for FYE September 30, 2024 in the amount of \$5,000,000.00 for this project. However, because the Federal Budget for FY 2024 is not yet approved, funds for the grant have not been earmarked and EPA has not allocated them, and there is no certainty on when or if these funds will be approved. Because of the critical nature of this project and based on conversations with EPA and with grant experts at Garver, it has been determined that the best course of action for Norman Utilities Authority is to bid the project now and include all requirements for EPA Community Grant projects in the bidding documents. EPA has advised that, as long as the contract meets their requirements for the grant, we can apply for the funds at whatever time in the future they are officially allocated. EPA should then be able to approve "after the fact" and Norman Utilities can seek reimbursement for funds already spent at that point.

Based on further discussion, an additional concern arose based on the fact that until funding is approved by Congress, exact details in grant requirements will remain uncertain. Garver advised and EPA Community Grant staff affirmed that, if project is receiving funding via another Federal Program and project meets requirements of that program, EPA Community Grants will approve project on that basis. As a result, NUA has commenced process of seeking a Clean

Water State Revolving Fund (CWSRF) loan from Oklahoma Water Resources Board (OWRB). The loan request will be worded to also cover other planned projects at the WRF so, assuming EPA Community Grant is eventually made, the CWSRF loan funds will be directed to those other projects. OWRB has advised that, as with the EPA Community Grant, the project may start before the loan is granted. Then, once approved, NUA can immediately seek reimbursement for all work completed on the project prior to loan approval. It should also be noted that the use of CWSRF loans for upcoming capital projects at the WRF was recommended by the Raftelis report for upcoming wastewater capital spending.

Based on the above-described EPA Community Grant process and timing, the ongoing CWSRF loan process, and the critical nature of this project, NUA chose to proceed with bidding and obtain reimbursement from EPA and/or CWSRF if/when those financial instruments are approved. As a result, project was advertised on Thursday, August 30, 2023 and bids were opened on Thursday, October 19, 2023. Crossland Heavy Contractors were deemed the lowest and best Bidder with a base bid in the amount of \$3,320,000, and Contract was awarded at the November 28, 2023 Council Meeting. Pre-Work Meeting convened in December 2023. Notice to Proceed was issued in January 2024, and shop drawing review and procurement processes have commenced. Based on current lead times for dewatering equipment, construction should be complete in July 2025.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF New Maintenance Building (WW0318) and WRF Main Control Building Renovation (WW0325): - These two projects are being designed under a single design contract and are anticipated to be bid as a single project, so they will be updated as a single project as well. Due to plant improvements projects over the past two decades, space formerly used for spare part storage and maintenance work has gradually been incorporated into plant operations space, leaving a shortage of viable storage and work space. Project WW0318 will cover the construction of a new pre-engineered Maintenance Building for spare part storage and other critical maintenance activities to offset space lost in existing facilities since the main building was commissioned.

The Main Control Building at the WRF was constructed in 1982 and, while some building systems have been replaced and/or upgraded since then, many of the original interior and exterior finishes and fixtures as well as the main laboratory have not been replaced, updated, or renovated since original construction and are now nearing the end of their useful lives. Project WW0325 will renovate existing building and update layout and building systems as well as expand and renovate the laboratory to meet current standards.

Greeley Hansen was selected as the Architect for these two projects, and their Contract was approved on June 8, 2021. A design kickoff meeting convened in late June 2021. Greeley Hansen submitted a draft Preliminary Engineering Report (PER) in November 2021 and, after a review meeting later in November 2021, they submitted a final PER in late January 2022.

In March 2022, NUA decided to defer construction of this project for one fiscal year to FY 2023 for budgetary reasons. For this reason, while Construction Manager at Risk (CMaR) was originally being considered as the project delivery method, the project will instead be delivered by a traditional Design/Bid/Build method with Greeley Hansen completing a bid-ready final design during the remainder of 2022 but project will not bid until Spring 2023.

During August 2022, Greeley Hansen submitted 95% design documents. At time of submittal, it was agreed that a design review meeting would convene in February/March 2023 so that all comments and corrections noted can be addressed at one time just prior to advertisement, which was then projected to occur in May 2023. Since that time, the decision has been made to defer construction of this project until fiscal year 2024/25. Assuming the project is not deferred again, bidding documents will be finalized in time to advertise in May 2024. Bids would then be opened in June 2024, and Contracts Awarded at the first Council Meeting in July 2024. Construction would then take one calendar year to June 2025.

In June 2023, Greeley and Hansen submitted a request for Contract Amendment based on delays in bidding the project, change from CMaR to traditional Design/Bid/Build project delivery along with several other perceived changes that occurred during design. Final costs were negotiated in November and December 2023 and Amendment No. 1 was approved by City Council on January 9, 2024.

Engineer: Greely and Hansen LLC (Ana Stagg)

WRF Digester #3 Roof Replacement (WW0336): The existing roof for Digester 3 has reached the end of its useful life and has experienced high rates of failure that warrant a project to upgrade the existing facility. Funding in FYE 24 is for an evaluation of Digester 3 and the roof. Future funding will be used to upgrade and rehabilitate the digester to extend the useful life of the asset. The operating impact of this project is that a full rehabilitation or replacement of the digester roof will more efficiently use funds rather than reactively repairing the roof when it fails.

Engineer: Garver – On-Call services

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design, easement acquisition (as necessary), bidding and construction. The pipe has been completely installed and is currently in service. Final acceptance occurred on January 23, 2024. This will be the final report for this item.

Engineer: PEC, Inc. (Chris Grizer)

Class A Sludge / Co-Composting (WW0312): This Project includes evaluation of biosolids co-composting via the windrow method to achieve Class A Biosolids for the Norman Utilities Authority (Owner) in Norman, Oklahoma. An evaluation of sites near the Water Reclamation Facility (WRF) will be evaluated as well. This scope of services also includes modification and update to Norman Water Reclamation Facility's existing Sludge Management Plan. Technologies were screened and Windrow Composting was determined by the Engineer to be the best alternative due to capital cost and operational familiarity considerations. The project was put on hold pending further discussions with landowners for land application of bio-solids that is a lower cost option than co-composting. Staff have located additional lands to allow for the continued land application of digested and dewatered biosolids which is more cost-efficient than co-composting. As such, this project will be closed out until a future need arises necessitating the project.

Engineer: Garver, Inc. (Steve Rice)

Septage Receiving Facility (WW0319): The Water Reclamation Facility (WRF) is often contacted regarding the possibility of taking trucked wastewater from hauling companies. Delivery of trucked wastes is not typically approved due to the undocumented quality of the trucked waste. Oklahoma City is currently the only municipal location in the metropolitan area for haulers to dispose of septage. The WRF could potentially generate revenue from companies hauling septage (septic tank clean-outs) and other acceptable wastes. Additionally, City of Norman residents utilizing a private sewage system could benefit through their private haulers having a closer disposal solution. To allow for the new facility, the current WRF treatment processes must be protected which may require temporary storage of the trucked wastes delivered to the WRF while water quality testing is performed to verify its acceptability. Preparation of an engineering study and design is budgeted for FYE19 while construction is budgeted for FYE20. This project is not a high priority for service reliability and has been deferred due to funding availability. This project will be closed out until the project is moved forward.

Engineer: Olsson, Inc. (Kevin Rood)

Sewer Maintenance Project FYE18 (WW0316): Annual project will replace about 27,800 feet of deteriorated sewer lines with High Density Polyethylene (HDPE) pipe and rehabilitate or replace about 108 manholes. Project area is bounded by Westbrook Terrace to the north, McGee to the west, Highway 9 to the south and Berry Road to the east. Staff completed review of plans and final plans will be complete by March 2024.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE19 (WW0321): In 2001, the citizens of Norman approved a five-dollar per month sewer maintenance fee to provide for the systematic replacement of aged and deteriorating neighborhood sewer lines. The FYE 2019 study area is generally bounded by Lindsey Street and Timberdell Road and 24th Avenue SW and South Berry Road. Project will replace approximately 31,000 LF of 8" and 12" sanitary sewer lines using pipe-bursting techniques, and rehabilitate an additional 1,000 LF of 8" sanitary sewer lines using cast-in-place pipe lining techniques along with rehabilitation or replacement of 160 manholes and 610 services.

On November 30, 2021, City Council approved the use of on-call Contracts of Parkhill and Lemke Land Surveying to prepare bidding documents for this project. During May 2023, a preliminary set of plans was submitted for City of Norman review and a review meeting convened and in July 2023, 95% plans were submitted and a review meeting convened. Final Plans and Bidding Documents were completed and project was advertised on September 14, 2023. Bids were opened on October 5, 2023, and Krapff-Reynolds Construction Co. (KRCC) has been deemed the lowest and best bidder with a base bid plus bid alternate cost of \$5,468,900.50. City Council approved Contract Award on November 14, 2023. A Pre-Work Meeting convened in early January 2024 and shop drawing review and procurement efforts have commenced. Initial material deliveries and start of construction are anticipated in February 2024.

Engineer: Parkhill

SE Norman Lift Station Payback (WW0306): Staff has recently updated the wastewater model to project flows generated from full build-out of the Destin Landing Development in SE Norman. A series of interceptors as well as one large lift station with flow equalization can eliminate one existing and three proposed lift stations in southeast Norman. This project will estimate project costs, assign wastewater generation estimates to undeveloped properties to be serviced, and prorate payback costs per parcel based on wastewater generation projections. Developers might initially fund the lift station and/or the NUA with a portion of the funding paid back as additional areas develop. RFP issued 06/12/18 for this work with proposals due 07/15/18. On 08/07/18, staff selected Search, Inc. to prepare the sewer service area study and evaluate its potential as a payback project. Staff has placed this project on hold as they work through new Comp Plan and the outcome effects of a possible turnpike.

Bishop Creek Interceptor Project (WW0174): Project will replace or parallel approximately 20,600 feet of existing sewer interceptors in the in the Bishop Creek wastewater basin to accommodate the full build-out wastewater flows. The project area generally lies between Highway 9 and Constitution and between Jenkins and Classen Boulevard. Staff will soon prepare an RFP to select design consultant for this and other water/sewer projects.

Water Reclamation Facility (WRF) PFAS and Microplastics Fate and Transport: New regulations for PFAS are being promulgated by the EPA for drinking water but future regulations for wastewater effluent and biosolids are envisioned as well. To get information ahead of future rules for wastewater, this project will sample for PFAS and microplastics at locations throughout the WRF to determine levels through each process, PFAS formation or removal, and percentages of materials within liquid effluent or biosolids. Funding for this work will be from a loan from the Oklahoma Water Resources Board with 100 percent loan forgiveness (i.e., no ratepayer funds to be used).

Engineer: Garver (Bryce Callies)

WATER PROJECTS:

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water mater plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff

determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. The contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of \$95,740. Staff had a project kick-off meeting with engineers on May 27, 2021. Public Works will be combining the waterline work into the ODOT streetscape project. This will save money in restoration costs and allow for a shorter construction period for the entire project. Public Works is reviewing the current waterline plans before sending to engineers for revisions. Final plans, bidding, and construction dates will be determined based on the schedule for the rest of the project. Staff was notified that Public Works is unable to acquire the necessary ROW south of Constitution so the extension of the 16-inch and 24-inch lines are on hold for now.

Well Field Blending and Future Groundwater Treatment Site (WA0214):

This project will determine the best location, layout, and treatment processes for blending and treating the 41 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines (NHCL₂) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for \$16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of \$800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. A final Technical Memo was received from Carollo in August 2022 and was sent to Plummer. This memo will be utilized by Plummer to determine the layout and modeling needed for the preliminary disinfection system. The engineering contract with Plummer for design of the disinfection system was approved by Council on October 11, 2022 in the amount of \$528,900. Staff had a kick-off meeting on November 1, 2022 with engineers. Staff held the chlorine demand and disinfection byproducts testing on December 19, 2022 at the WTP. No DBPs were detected and demand was very low, as expected. Staff and Engineers held a public meeting with Norman residents at Franklin Baptist Church on December 11, 2023 to discuss the plans for the new facility. Citizens are mostly concerned about the aesthetics of the facility and would like berms and enough landscaping to hide the facility. Engineers are working on completing 90% plans and incorporation of some additional design elements following the public meeting held in December. Architects are working on getting renderings from the street view and nearby properties to show a more accurate depiction of what nearby homeowners would see when the berms are added around the facility.

Site Evaluation Engineer: Carollo Engineering, Inc. (Tom Crowley & Rebecca Poole)

Land Acquisition: Smith Roberts Baldischwiler (Bryan Mitchell)

Disinfection System Engineer: Plummer Associates (Alan Swartz)

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. A kick-off meeting was held February 15, 2022 after 60% streetscape plans were completed. Funding for the streetscape work has still not been determined. This funding will determine when the waterline project needs to begin and end. The waterline will need to be completed before the roadway work begins.

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Phase II – Porter Avenue Waterline Replacement (WA0354):

This project will replace approximately 1,500 feet of aging 8-inch and 5,000 feet of 12-inch waterline along Porter Avenue from Robinson Street to Alameda Street in conjunction with the Public Works Department Porter and Avenue Streetscape project. Part of this project (Main Street to Rich Street) was already completed as part of Public Work's ODOT funded Transportation Bond project. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cabiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of \$58,100. Staff received final design plans and sent an invitation to bid to the *Norman Transcript* for publication on December 23, 2021 and December 30, 2021. A mandatory pre-bid was held on January 4, 2022 and the bid opening will be held on January 20, 2022. Bids were opened on February 3, 2022 and four contractors submitted bids. Cimarron Construction Company, LLC submitted the lowest and best bid for the Base Bid and Alternate B at \$2,039,328. The Contract and Bonds were signed and approved by Council on February 22, 2022. A kick-off meeting was held on March 4, 2022. City staff and the Engineer are in the process of reviewing submittals provided by the Contractor. The Engineer is also working on getting a final conformed set of plans together showing the alternate bid that was awarded. Construction start date for the Notice-to-Proceed was March 14, 2022. Rather than a number of days for construction completion, this project has an end date for construction of July 15, 2022. This is to ensure the waterline work is finished prior to the streetscape work. Work began on March 14, 2022. A final change order and pay app was approved by Council on November 22, 2022. As-builts were recently received from the Engineer who noticed the new waterline conflicted with a few future light poles and future storm drain that will be constructed by Public Works. Adjustments will be made to the light pole design by Public Works. Line Maintenance potholed and took accurate elevations of the waterline in these areas. Utilities staff attended the pre-work meeting for the streetscape project, which has a start date of April 3, 2023. Their contractors will start on the south end and move their way north. They will let us know when they have the far west lane close at Himes so that we can contact Cimarron to install the missing bends needed for a new storm drain. The light poles that will be in conflict with our waterline will be moved a few feet in the field to accommodate these conflicts. Staff was notified by Public Works that their contractors will be at Porter and Himes this month and they were wanting our bends installed before they get there. A field meeting was held on November 28, 2023 and contractors started excavating the waterline on December 4, 2023. A conversation was held as to what kind of replacement Public Works would want from us since they'll be coming back and milling and laying asphalt in addition to addition of a new storm sewer. Staff and contractors had a field meeting on December 5, 2023 and it was determined that our waterline is actually deep enough that bends will not be necessary, even though the Engineer drew the asbuilts showing out waterline going through the future stormwater pipe. Our contractors were instructed that the bends will not be needed and are installing full depth asphalt for most of the area per Public Works instruction. Staff is waiting on the invoice from the contractors for work they did excavating and refilling the trench for the bends that were ultimately not installed. Once an invoice is received, staff will close out the project.

Engineer: Garver Engineering (Bret Cabiness/Sean Price)

Water Treatment Plant Carbon Dioxide Tank Replacement (WA0374):

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its scaling and corrosivity potential, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. Staff awarded the removal and installation to Wynn Construction Co. for \$75,000. Staff awarded the purchase and delivery of the tank to Tomco Systems in the amount of \$228,975 in December 2021. The purchase authorization was approved by Council on January 18, 2022. Tomco moved forward with ordering the tank on April 25, 2022. The new tank was shipped on September 28, 2022 and it was delivered to the WTP on October 3, 2022. The apparatus on top of the tanks has been leaking since installation. It was installed for the tank and the threads did not fit properly. So, a new apparatus arrived to plant on January 24, 2023. Replacement and shut down of the plant occurred on January 26, 2023. Tomco informed staff that this new apparatus was quality control checked against the appropriate pressure. However, Tomco staff noticed one of the heating elements was not working properly during installation of the new apparatus. A 1-year mechanical warranty is required for this tank and Tomco was

notified that they need to provide replacement of this as well. The heating element was repaired on 3/10/2023 and components of the tank are working properly. A final payment was made to Tomco on 3/13/2023.

Water Treatment Plant Clarifier 1 and 2 Rehabilitation (WA0375):

Clarifiers 1 and 2 at the Water Treatment Plant (WTP) were installed in 1965 and have experienced deterioration warranting replacement of gearboxes and motors, in addition to new coats of paint. After 55 years in service, it's expected that the structural integrity of these clarifiers will have decreased. In July 2021, staff hired Suez Water Technology Solutions Services, Inc., who currently own the "Accelator" technology employed by these two clarifiers, to perform a visual inspection on one of the clarifiers. They found pitting and corrosion of steel and indicated the need to repair/replace the launder and outer wall brackets, in addition to realignment for the hood structure and circular deckplate, and repainting the structure. This project will first entail a more in-depth condition assessment of both clarifiers 1 and 2 by Carollo Engineers, Inc, including visual and non-destructive testing of the concrete to determine areas of possible concern and ultrasonic thickness testing for metal structures. A final technical memorandum will be provided with their findings in addition to estimated costs for needed repairs in order to obtain reliable capacity from the clarifiers for the next 20-40 years. A contract with schedule, scope, and fee of \$73,991.00 was obtained with Carollo and was awarded on December 14, 2021. Staff held a kickoff meeting with Carollo on December 22, 2021. An inspection and metal thickness testing was held on January 27, 2022. Paint samples were collected on February 8, 2022 for lead testing. A final Technical Memo was received in June 2022 which explained the most necessary repairs needed on clarifiers 1 and 2 are structural and electrical elements. To repair these elements only, the cost would be about \$551,096. In addition, alternates were provided for additional repair/replacements that aren't as dire. Alternate 1 consists of structural and electrical repairs in addition to metal repairs and recoating. Alternate 2 consists of structural and electrical repairs in addition to replacing both clarifiers with new carbon steel tanks. Alternate 3 consists of structural and electrical repairs in addition to replacing both clarifiers with stainless steel tanks. Cost for these alternates are \$2,306,254, \$2,742,868, and \$2,887,684, respectively. Life cycle costs decrease with each alternate. In addition, repairs and recoating to clarifier 3 were included at a cost of \$502,695. WTP staff are reviewing what they would like to do moving forward based on funding and timeline. Staff has determined that clarifier 3 is in most dire need for recoating/potential metal repairs and would like this to be accomplished with funds for this project. Repairs to clarifiers 1 and 2 would be completed at a later date if funding allows. Staff met with Carollo on July 19, 2023 to discuss combining this work with other WTP projects that need to be completed.

Southlake Addition Waterline Replacement (WA0352):

This project will replace approximately 7,500 linear feet of aging waterlines within the Southlake Addition, which is located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH 77). The existing lines are ductile iron pipe that were installed in the 1980s and have experienced a significant amount of corrosion, causing a significant number of breaks impacting water service to the neighborhood. This project will install replacement 8-inch mains to replace the existing lines, along with minimal amounts of 6-inch for small streets and short dead-end lines, and will then reconnect services for the residents. A Request for Proposals (RFP) for this project was published in the Norman Transcript on July 15, 2021. Staff received 18 proposals on August 5, 2021. Staff reviewed each proposal and selected a firm using the ranking criteria listed in the RFP. Smith Roberts Baldischwiler (SRB) ranked the highest and was selected for the project and a contract in the amount of \$59,000 was awarded on November 9, 2021. Line Maintenance potholed 27 locations (approximately 20%) in this neighborhood to determine if lead service line replacement will be necessary. All service lines potholed were found to be made of copper. Bids were opened on July 13, 2023 where Cimarron Construction Company was the low bidder at \$2,631,347.00. This number includes replacement of Southlake Addition waterlines as well as waterlines at 1932 E Lindsey Street that have had frequent breaks in the last fiscal year, for which Line Maintenance has had to temporarily repair. A contract with Cimarron Construction Co. was approved by City Council on August 8, 2023. A pre-construction meeting was held on August 29, 2023. Contractors have completed installation at the apartment complex and are in the process of finishing punch list items. Staff is still waiting to hear back from contractors on their timeline to start on the Southlake neighborhood. Staff is still working on getting easements acquired from the Cervi properties nearby the Southlake addition.

Water Line Replacement, Parsons Addition Phases I and II (WA0246): Contract (K-1819-87) with Cabbiness Engineering, LLC (now part of Garver) was approved by NUA 12/11/18 to design the replacement of approximately 4,500 lineal feet of water line in the Parsons addition. Due to the project's close proximity to campus, the design process included public input from University of Oklahoma (OU), OU's sororities and fraternities, homeowners and landlords, and, based on that input and discussions with consultant and potential contractors, it was determined that the best of course of action would be to divide the project into two phases that would proceed generally during summer months when OU is not

in regular session. As part of this process, it was also decided to install replacement mains in the streets rather than sidewalks wherever possible. Phase I was scheduled to begin July 1, 2019, and Phase II was originally scheduled for the summer of 2020.

Bids were opened for Phase I on June 13, 2019 and SW Water Works was low bidder at \$828,112. NUA approved contract June 25, 2019 and construction began July 8, 2019. Crews completed last concrete pours November 5, 2019. A final walk through by staff was performed on November 8, 2019, and NUA approved final as-bid to as-built quantities change order on January 28, 2020.

In March 2020, 2021, 2022, and 2023, Phase II was delayed until the following Spring each year, and determination has now been made to proceed with this project in Spring of 2024. During January 2024, Garver submitted 95% drawings for NUA review. Comments have been returned to Garver and project is expected to advertise during February 2024 with Contract Award to follow in March. This will give selected lowest and best bidder ample time to order materials and prepare to mobilize on May 13, 2024, which is the Monday after OU's Spring 2024 Graduation Weekend. Construction is expected to continue through the summer and be complete no later than August 18, 2024, which is the day before the start of the Fall 2024 semester.

Engineer: Garver/Cabbiness Engineering, LLC (Sean Price)

Robinson Water Line: 24th Ave NE to 12th Ave NE – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24th Ave NE to 12th Ave NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted, and, after review by NUA and additional investigations by Jacobs, the 65% plans were approved in late 2021 with a revised alignment that included 900 LF of pipeline being installed in the southernmost traffic lane of E. Robinson Avenue.

During April 2022, the decision was made to defer construction on this project until Fiscal Year 2023/24. From that point, final design work and easement acquisition was scheduled at a pace intended to synchronize completion of final design, permit application/receipt, and all easement purchases with a scheduled advertisement date of early May 2023. However, while preparing easement documents during Summer 2022, Jacobs determined that there was a potential issue with a long segment of their alignment that was intended to be in easements on property owned by the United States Department of Veterans Affairs (VA) and J.D. McCarty (McCarty). There were existing easements owned by Oklahoma Gas & Electric (OG&E) on both properties (seemingly much larger than needed to accommodate OG&E's overhead power lines in the area) extending into the area Jacobs intended to use for their current alignment for this project. After consideration of several alternatives, it was agreed to determine if OG&E would allow encroachment in their easement as long as it was a reasonable distance from their overhead lines, and in December 2022, OG&E furnished authorization to encroach on their easements on the VA and McCarty properties. As a result, Jacobs is now able to proceed with final design and acquisition of easements so project may be readied for bid.

As noted above, two of the easements required for the project must be purchased from the VA and McCarty who both own large properties fronting on the south of side of E. Robinson Avenue. VA and McCarty are also two of the large property owners in Norman who have multiple meters that NUA would like to replace with a single master meter. Now that negotiations for these two easements can begin again, NUA will work to negotiate master meter agreements concurrently with Jacobs' easement negotiations and incorporate the meter replacement work into this project.

In May 2023, Jacobs advised that they were preparing a request for a contract amendment for various perceived extras encountered during design to date, and they expected to submit this request within a few weeks. NUA agreed to review the details of the request upon receipt, but did not necessarily agree that an amendment of any amount was merited. To date, this request has not been submitted. If, upon receipt and review, NUA finds an amendment is merited, final costs would likely be negotiated during December 2023 and the Amendment submitted for City Council approval in January 2024.

Assuming project is not deferred, project is expected to advertise as soon as easements can be completed and Permits issued. Finalizing easements and master meter agreements and obtaining permits is likely to continue through Winter

2023/24 with Bidding and Contract Award to follow in the Spring of 2024. Construction would then commence in Spring 2024. Project completion is then projected for early 2025.

Engineer: Jacobs Engineering (Arun Srinivasan)

Lindsey Water Tower Rehabilitation and Non-Potable Water Expansion Study - Lindsey Tower was decommissioned several years ago because it is not high enough to act as viable potable water system storage at current system operating pressures. In 2020, the coatings on the tower began to show signs of deterioration. For this reason, Dunham Engineering evaluated the condition of the tank in the Fall of 2020, and they determined that the underlying steel was in good condition and the tank could be repainted and recommissioned for many years of additional service if needed. In July 2021, NUA requested that Dunham provide a proposed scope and fee for Lindsey Water Tower rehabilitation. Dunham submitted their proposed scope and fee in early October 2021. Scope and fees were negotiated, However, before submitting Contract for City Council approval, NUA will await outcome of ongoing study being performed by Plummer Engineering, which is described in the following paragraphs and will directly impact future usage, if any, for Lindsey Tank.

In October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze the possibility of extending a non-potable water system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman’s 2060 Strategic Water Supply Plan. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for the new non-potable system. Plummer’s scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. In March 2023, City of Norman furnished additional requested data to Plummer to assist in finalizing their analysis, and on September 29, 2023, a draft report was submitted for City of Norman review. During January 2024, there were ongoing conversations and additional data requests between Plummer and NUA to clarify details of report. In February, NUA intends to present conclusions to City Manager and work toward reaching consensus on a final course of action for Lindsey Tower.

Although it appears that the final report will not recommend the construction of a non-potable reuse system, it is now likely that Lindsey Tank will be rehabilitated regardless, but the details of the rehabilitation will vary depending on the alternative selected. Consequently, in November 2023, updated cost proposals were received from Dunham Engineering to prepare bidding documents and inspect ongoing rehabilitation work at Lindsey Tower for various possible alternative uses. As soon as an alternative is confirmed, which should happen by the end of February 2024, Dunham’s contract (with pricing based on the selected alternative) will be submitted to City Council for approval. Upon approval, Bidding Documents would then be completed and project advertised, bids opened and contracts awarded in Winter and early Spring of 2024. Construction would then commence as soon as weather conditions allowed in spring and would continue for approximately 1 to 3 months (depending on alternative).

Engineer: Dunham Engineering for Lindsey Tower (Joe Seiter) and Plummer (Jonathan McCarthy) for Non-potable Water System Study.

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. The procurement phase, specifically the generation of the Request for Proposal, began in November. In May 2022, the Bureau of Reclamation notified staff that the City was awarded a \$500,000 grant under the Watersmart program or a \$2,000,000 grant under the Bipartisan Infrastructure Law program. Upon direction from City Council, staff is moving forward with this project to fully implement the project. Request for Proposal (RFP) 2223-13 was issued on August 25, 2022. Proposals were received. Three vendors were short-listed and interviews were completed November 15-17, 2022. The top-ranked vendor was selected and contract negotiations are underway. Variance requirements from BOR and OWRB are impacting the finalization of the contract.

Master Meter Project – Bids to install 10 master meters were opened 7/24/14. An agenda item was taken to Council but suspended until written documentation was obtained from USPS, MNTC, JD McCarty, and Veterans Center. On 6/19/17, staff received approval from USPS to install one meter and vault to accommodate a water line project they had underway. This project was completed 7/27/17. The permission letter they provided allows staff to complete the two other sites for USPS. Staff has made contact with MNTC and is scheduling a meeting in April 2018 to obtain similar written documentation to allow for the 3 new meter vaults to be installed on their property. Staff contacted the State of Oklahoma to obtain similar letter for JD McCarty and Veterans Center which have 2 new meter vaults each to be installed. Staff met with State of Oklahoma Real Estate officials and they requested additional information but seem amenable to our project. Additional documents were sent for their review. They emailed they are currently reviewing documents as of 6/6/18. Staff is designing a project along Robinson that will front the J.D. McCarty Center and the Veteran's Center. Staff is planning to meet with State officials as part of that effort. Staff has been unable to establish a meeting with MNTC. Though MNTC, JD McCarty, and Veterans Center are not onboard with installing master meters at this time, staff will work with USPS to install 2 additional meters at their facility. Our consultants for the Robinson water line project 24th NE to 12th NE have begun discussion with OMES and Department of Mental health regarding easements for both water line and meter vaults. These two large property owners with whom easement agreements must be negotiated, are also customers with multiple meters with whom NUA intends to negotiate an agreement on master metering. The current intent is to negotiate both easement purchase and master metering agreement concurrently and to incorporate master meter installation for both into this project. Staff will continue to work on obtaining these agreements. In addition, staff is evaluating meter locations at the USPS with in-house forces.

Tecumseh Water Line Replacement (WA0380): The existing 24-inch water line along Tecumseh Road is a vital component of the Norman water distribution system. The crossing of Interstate 35 is a portion that is extremely deep and is not able to be worked on by City staff due to this depth. This project will replace the pipe generally from Flood Avenue to Journey Parkway to provide more reliable and maintainable water service to the area and for transmission of water under Interstate 35. As of the first week of February, contract has been received and awaits approval by City Council.

Danfield Water Line Replacement (WA0379): This project will replace the existing 6 and 8-inch lines running along Danfield from where it intersects Brookhaven Blvd on the south the north to where it intersects the same street to the north. The existing lines are ductile iron pipe that are 40-50 years old and have experienced a significant amount of corrosion that have impacted water service to the development. The project is approximately 4,000 linear feet. The final design will also include waterline replacement of all five cul-de-sacs located in this section of Danfield. As of the first week in February, design for the Master Alignment has been completed.

Lead Service Line Inventory and Replacement (WA0384): The recent Lead and Copper Rule Revision will require new measures for utilities to comply with the rule. Specifically included within this proposed funding are 1) Inventory of approximately 5,000 service lines, 2) Distribution of pitchers to 20,000 locations, and 3) testing of 20,000 locations resulting from any disturbance. Costs for the inventory continue until completed. Reduced costs for the pitchers and testing are proposed in later years since the Advanced Water Metering project will be completed.

SANITATION CAPITAL PROJECTS:

SA0025 – Sanitation Cost-of-Service Study: This study will complete a financial evaluation of the Sanitation Fund. Raftelis, who has performed several financial studies for the Utilities Department, was selected to complete this work. Under this contract, Raftelis will evaluate the overall financial condition of the Sanitation fund amidst increasing costs. In summary, this study will develop a financial plan based on historical revenues and anticipated operating and capital expenditures, assess costs for service for various customer classes and services provided to sanitation customers, evaluate the current rate structure and prepare recommended modifications or increases to eliminate customer class subsidies and/or meet requirements for the financial plan; and present information to City Council. Contract was awarded by City Council on January 23, 2024.

Compost Facility Scale House (SA0019):

This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of \$30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to \$39,000. The engineer requested an increase of \$4,000 to the contract in order to pay for redesign of the architectural plans. Staff is working on revisions to the contract to approve a final contract amount of \$43,000. Staff received final plans and specifications from the engineers on September 6, 2022 and are reviewing before starting the bid process. Planning reviewed the current set of plans and sent their comments on June 23, 2023. These were forwarded to the Engineer for incorporation to the final plan set. A quote for access control and cameras (Convergint) and low voltage (TransTel) was obtained by IT in June. The Engineer sent a revised set of plans this month. Upon review, there are pay items missing for concrete and asphalt work, as well as details and specifications missing for the storm shelter and other important components. Comments from Planning were not incorporated and a revised specifications book has not been sent. Updated plans and specifications are currently being prepared by TriCore.

Engineer: TriCore Group, LLC (Greg Vance)

Transfer Station Renovations (SA005):

The Transfer Station has several elements that have deteriorated since its installation in 2008 due to its heavy use. This project will repair the Transfer Station floor install fire suppression system, truck parking area, and improvements to the building exterior. Repair of the floor and installation of the fire suppression system will be expedited and the Transfer Station will be required to stay in operation during the entire construction. Request for Qualifications were sent on September 29, 2022 and an optional on-site meeting was held on October 11, 2022. Qualifications were due Thursday, October 20, 2022 and one firm, Parkhill Engineering, submitted qualifications. Staff approved the qualifications submitted by Parkhill Engineering after reviewing their qualifications. A scope was received by Parkhill on December 19, 2022. Staff is still reviewing before Council approval.

Truck Wash Facility (SA0015)/ Container Maintenance Facility (SA0009) / Household Hazardous Waste Facility (SA0012): Project will provide an automated truck wash facility at the sanitation storage yard north of the WRF and will provide a new enlarged maintenance, and regulatory compliant welding and painting facility for solid waste collection containers. The Truck Wash Facility will be available to all City vehicles, but designed primarily for large equipment. For the container maintenance facility, the proposed location is adjacent to the Truck Wash Facility to allow for efficient operations by staff. Upon learning of the potential bus wash facility to be constructed at the North Base Campus, Utilities and Public Works have begun coordination of the facilities and the potential to combine efforts into facility capable of meeting needs for both departments and the City.

A Household Hazardous Waste Facility will also be included within this project. This Facility is necessary to allow for City residents a timely disposal option for household wastes that cannot be disposed using their normal polycart service. Currently, an annual collection day is held for City residents to dispose of their items but this has proven to be challenging in recent years.

Preliminary design efforts have identified potential improvements to the final product that warrant modifications to the project scope that required a contract amendment with the Architect. Amendment No. 1 was approved by City Council in February 2020 and included changes to the site for the Household Hazardous Waste and Container Maintenance facilities and entry drive modifications to the Transfer Station facility to improve accessibility and safety for vehicles entering and leaving the facility.

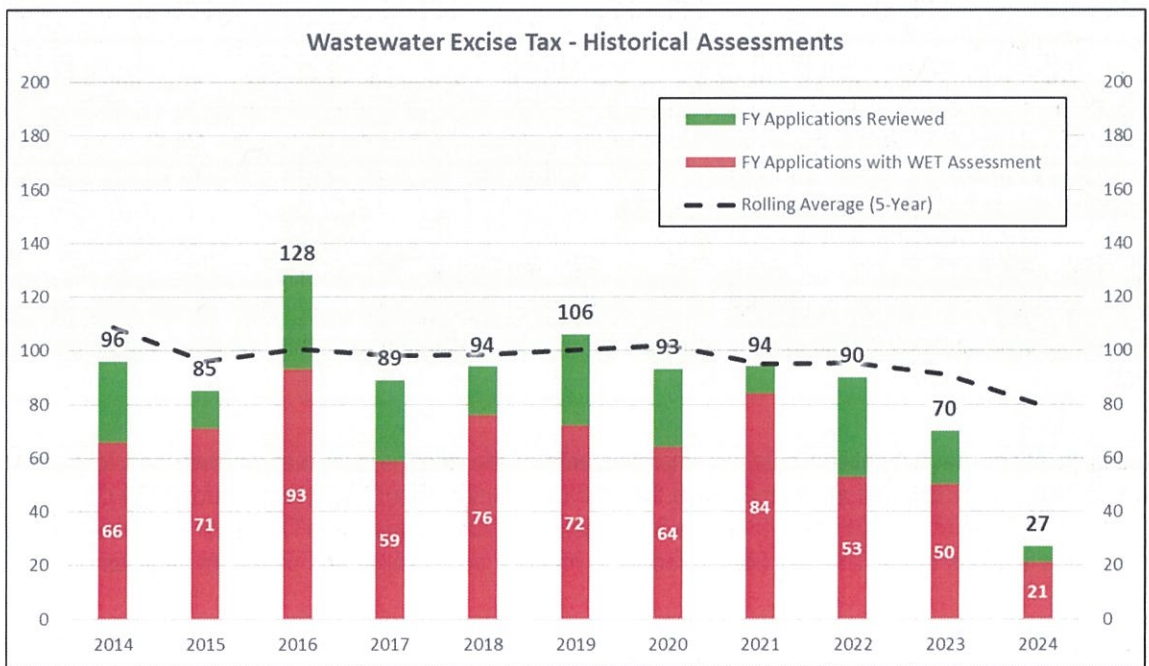
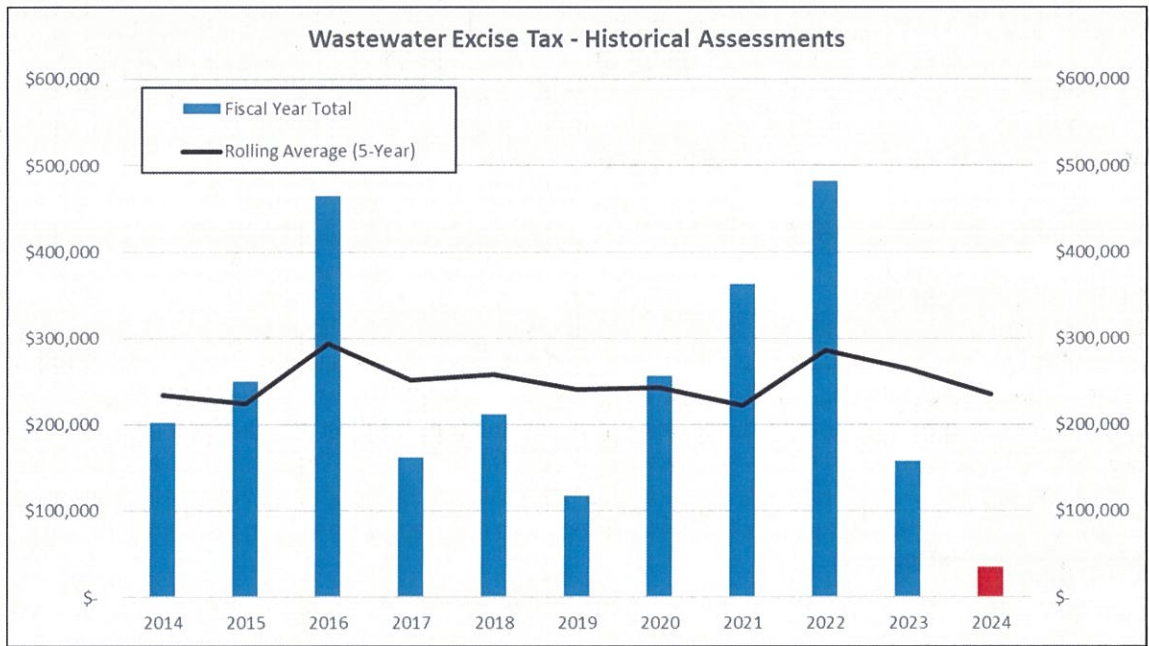
The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark

Construction Group on January 12, 2021. The Household Hazardous Waste building is complete and the ribbon cutting was held on February 1, 2022. All finals have been obtained for the Container Maintenance building and the Certificate of Occupancy should be issued in February. Both projects are complete and in operation. All work is complete. Staff will have the final acceptance on the second docket in March.

Architect: Studio Architects, LLC (George Winters)

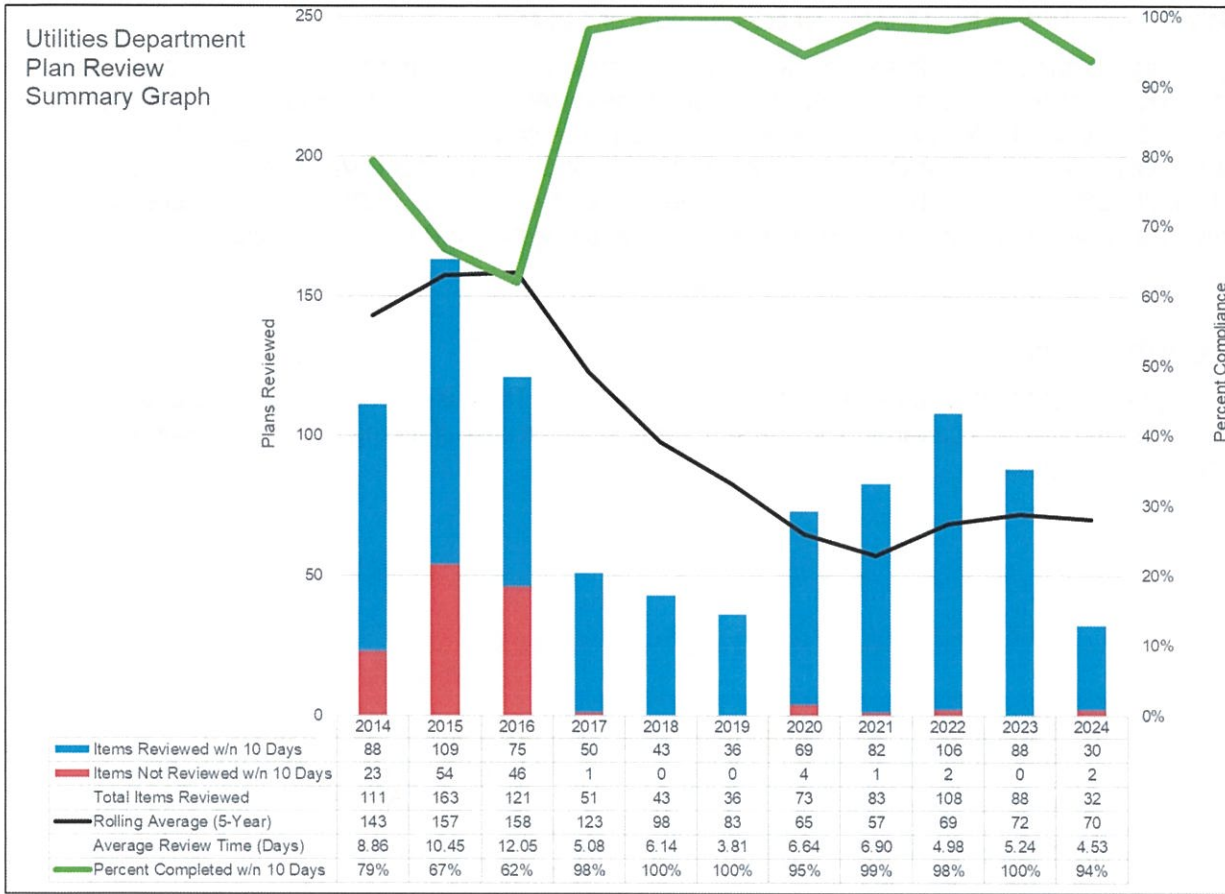
Wastewater Excise Tax – Non-Residential:

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 6 commercial entities last month. Of the 6 applications, 3 applications were assessed since they were determined to increase wastewater flows over the previous use of the site. For the fiscal year, 27 commercial properties were reviewed and a total of \$34,663.82 has been assessed to the entities that will increase wastewater flows for their respective property. Below are graphs showing the amount assessed and the number reviewed (current through date of report preparation).



PLAN REVIEW:

Four plan sets were reviewed this past month. Staff has reviewed 30 plans for the current fiscal year with an average review time of 4.53 days and with 93 percent of plans reviewed within 10 days.



RECOUPMENT PROJECTS:

1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of \$697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
2. Sewer Service Area 5 Payback: Payback project established by R-0304-13 for NUA share of sewer improvements along Highway 9 from the Summit Valley Lift Station to the USPS.
3. North Porter Waterline Payback: Payback project established 04/12/05 for 12-inch waterline constructed by Calvary Free Will Baptist Church along Porter Avenue from Tecumseh Road north. Total payback to date is \$0.00 of potential \$61,177.
4. 36th Avenue NW Waterline Payback: Payback project established 08/24/99 for 24-inch waterline along 36th Avenue NW from Tecumseh Road to SE 34th in Moore. Total payback to date is \$65,123.
5. 24th Avenue NW Waterline Payback: Payback project established 04/22/08 for 24-inch waterline along 24th Avenue NW from convention center to Tecumseh Road. Medcore billed \$27,212 on 04/15/20; total payback to date is \$87,074 of original project cost of \$346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved 01/25/11. Parcel 5 payback of \$15,717.09 paid 12/15/15; total of \$15,717.09 paid to date and will be returned to Links at

end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.

7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

1 Water Well Permits (PRPL202400040) was issued for the month of January. There is one pending well application with missing information. The customer was contacted and she said she is in the process of finding a new well driller and will update her application once completed.

**DIVISION OF ENVIRONMENTAL RESILIENCE AND SUSTAINABILITY January 2024
SUMMARY**

	MONTHLY	YEAR-TO-DATE
STORMWATER CONSTRUCTION SW		
INSPECTIONS	86	601
ACTIVE SITES	86	555
CITATIONS	0	0
NOVS	0	0
CDOS	0	1
SWOS	0	0
ECPS	1	5

STORMWATER MS4 OPERATIONS		
ACTION CENTER	5	35
PWSTORMWATER	0	6
CALLS	12	54
OTHER	10	72
TOTAL INQUIRIES	17	157
OUTFALL INSPECTIONS	1	2
MCM 5 INSPECTIONS	0	147
MCM 6/P2 INSPECTIONS	0	10

PRETREATMENT/FATS, OILS, AND GREASE (FOG) PROGRAM		
FOG INSPECTIONS	15	130
FOOD LICENSE APPROVAL	2	12
SIU INSPECTIONS	0	8
SIU SITES SAMPLED	0	0
TABLE II MONITORING (%)	100%	100%
TABLE III MONITORING (%)	25%	25%

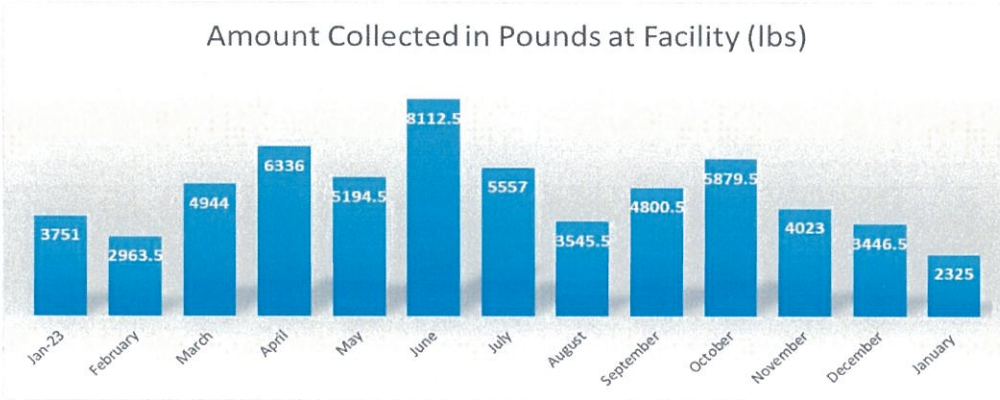
HOUSEHOLD HAZARDOUS WASTE		
HHWF: CARS SERVED	39	392
SWAP SHOP VISITS	8	56
OIL DISPOSED	1750	5526
ANTIFREEZE DISPOSED	0	200
TIRES DISPOSED	32	1512
HHW MATERIAL COLLECTED	2325	26130.5
E-WASTE: CARS SERVED	0	300
E-WASTE COLLECTED	0	20570
TOTAL CARS SERVED	39	692
TOTAL MATERIAL COLLECTED	2325	46700.5

REVENUE		
FOG PROGRAM	\$ 16,100.00	\$ 16,750.00
SURCHARGE	\$ 5,990.52	\$ 52,923.76
LAB ANALYSIS RECOVERY	\$ -	\$ -
IND. Dischg. Permit fee	\$ 1,500.00	\$ 2,000.00
TOTAL	\$ 23,590.52	\$ 71,673.76

ACTIVITIES
<i>ECAB</i>
Provided staff liaison support including attending meetings, preparation of minutes, speaker scheduling and issue research.
MCPA was finalized and presented to Council in January
ECAB working on Poster Contest and other activities for the new year.
Working on efforts to reduce contamination in recycling
<i>DoERS</i>
Table II and III sampling completed for Norman WRF.
Doers completed Hazwoper certification (El Reno) January 23-29, 2024.
AIM Stormwater Subcommittee staff - pre-meeting on January 25, 2024
Loudenback participated in the kickoff meeting for the Oklahoma and Texas resiliency cohort
Chao accomplished more Blue Neighborhood site visits
Review Committee for RFP 2324-34, Opportunity Knocks selected MHAOK proposal
Coordinating response to the EECBG allocation with Parks
Actively serve on Boards of organizations such as LTWA, COSWA, OCASA, and OKRA
Active participation in LTWA Carrington Project subcommittee for retrofit of existing LID BMPs with monitoring
Active participation in the Wetland Group team call.
Coordinating with Parks on the Alameda/Carter Nature Park.
24,500 gallons of FOG kept from the POTW in January
Submission of over \$34 million of potential projects to ACOG for CPRG
DoERS became Blue Thumb certified and have adopted Dave Blue Creek
Planning and coordination with Parks for Earth Day Festival

Upcoming Events:

- 2/10/2024 Homesteader Resilience Class
- 2/17/2024 Cleanup with Sierra Club at Crestland Park
- 2/17/2024 Cleanup with Norman High at Griffin
- 2/13/2024 Artful Inlets contract at Council
- 2/22/2024 Presentation about Opportunity Knocks



CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
	FYE 2024		FYE 2023	
January 2024	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	3	12	4	13
Property Owner Responsibility	22	134	25	150
TOTAL	25	146	29	163
Number of Feet of Sewer Cleaned:				
Cleaned	54,864	615,736	61,825	642,894
Rodded	2,925	19,770	1,880	25,635
Foamed	0	68,206	0	77,694
SL-RAT	0	0	0	0
TOTAL	57,789	703,712	63,705	746,223
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	1	1	3
Obstruction	0	0	0	2
Private	1	8	0	3
Other (Lift Station, Line Break, etc.)	0	0	1	1
Total Overflows	1	9	2	9
Feet of Sewer Lines Televised	23,719	162,847	17,963	139,263
Locates Completed	297	2,161	287	2,599
Manholes:				
Inspected	842	7,948	858	8,354
New	0	0	3	3
Raised	2	9	0	11
Repaired	1	11	2	16
Feet of Sewer Lines Replaced/Repaired	0.00	46.00	24	62
Hours Worked at Lift Station	42.36	272.04	37	566
Hours Worked for Other Departments	0.75	27.24	3.58	18.50
OJI's	0	0	0	2
Square Feet of Concrete	0	0	0	81
Average Response Time (Minutes)	24.00	26.54	26.50	28.12
Number of Claims	1.00	2.00	0.00	0.00

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
	FYE 2024		FYE 2023	
January 2024	MONTH	YTD	MONTH	YTD
New Meter Sets:	11	200	19	181
Number Short Sets	11	196	17	177
Number Long Sets	0	4	2	4
Average Meter Set Time	6.55	6.28	6.89	5.14
Number of Work Orders:				
Service Calls	577	3,161	386	3,300
Meter Resets	0	4	1	8
Meter Removals	6	20	3	40
Meter Changes	92	346	15	198
Locates Completed	431	2,786	323	2,746
Number of Water Main Breaks	15	97	17	132
Average Time Water Off	2.23	1.69	1.24	1.74
Number of Water Leaks	40	353	59	353
Fire Hydrants:				
New	0	0	0	5
Replaced	0	4	0	3
Maintained	19	398	52	852
Number of Valves Exercised	54	654	214	1,828
Feet of Main Construction	0	500	210	3,415
Hours of Main Construction	0	1,631	218	1,457
Meter Changeovers	0	5	0	3
OJI's	0	0	0	4
Hours Flushing/Testing New Mains	0.30	134	48	407
Hours Worked Outside of Division	0.00	0.00	0	0

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
January 1-31, 2024

Flow Statistics

	FYE 2024		FYE 2023	
	<u>This Month</u>	<u>YTD</u>	<u>This Month</u>	<u>YTD</u>
Total Influent Flow (M.G.)	372.5	2390.6	311.2	2188.6
Total Effluent Flow (M.G.)	350.1	2219.8	289.7	2039.1
Influent Peak Flow (MGD)	15.8	28.3	12.3	16.9
Effluent Peak Flow (MGD)	15.4	27.7	11.7	15.9
Daily Avg. Influent Flow (MGD)	12.0	11.1	10.0	10.3
Daily Avg. Effluent Flow (MGD)	11.3	10.3	9.3	9.6
Precipitation (inches)	2.8	26.1	1.4	12.1

Discharge Monitoring Report Stats

5 day BOD:

EPA minimum percentage removal 85%

	Avg.	Avg.
Influent Total (mg/l)	168	192
Effluent Carbonaceous Total	3	3
Percent Removal	98.2	98.4
Total Suspended Solids:		
Influent (mg/L)	226	306
Effluent (mg/L)	7	9
Percent Removal	96.9	98
Dissolved Oxygen:		
Influent (min)	0.7	1.0
Effluent (min)	6.5	6.6
pH		
Influent (Low)	6.9	7.4
(High)	7.5	7.2
Effluent (Low)	7.0	7.1
(High)	7.4	8.0
Ammonia Nitrogen		
Influent (mg/L)	26.7	31.2
Effluent (mg/L)	2.2	0.6
Percent Removal	91.8	98.1

Utilities

Electrical

Total kWh Used (Plant wide)	583,800	3,116,300	501,660	3,489,840
Aeration Blowers, WSL&Headworks	137,300	865,200	165,100	1,172,000
UV Facility	50,600	453,800	26,800	359,600

Natural Gas

Total cubic feet/day (plant wide)	505,000	1,828,000	470,000	2,196,000
-----------------------------------	---------	-----------	---------	-----------

Public Education (Tours)

0	0	0	0
---	---	---	---

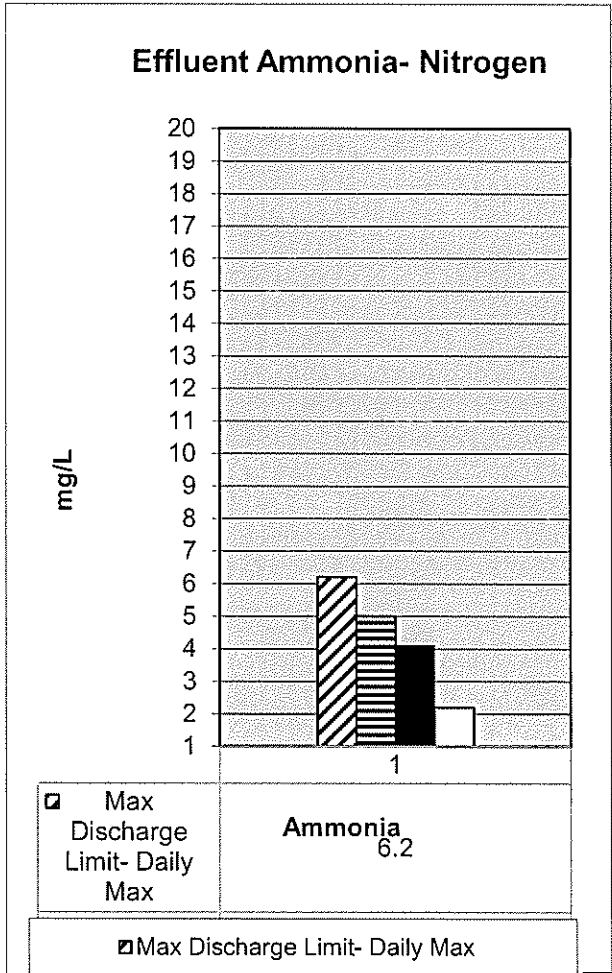
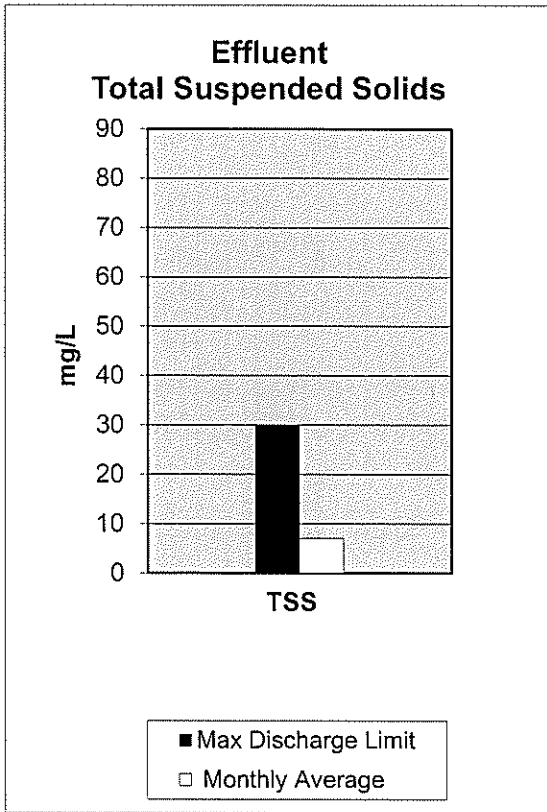
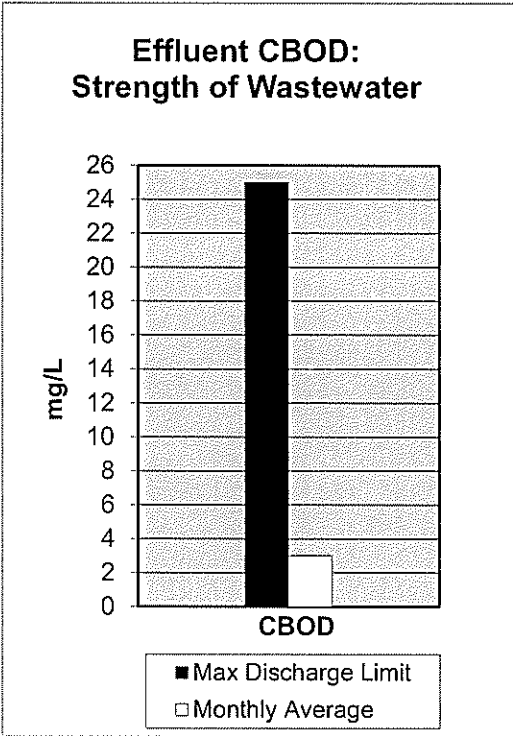
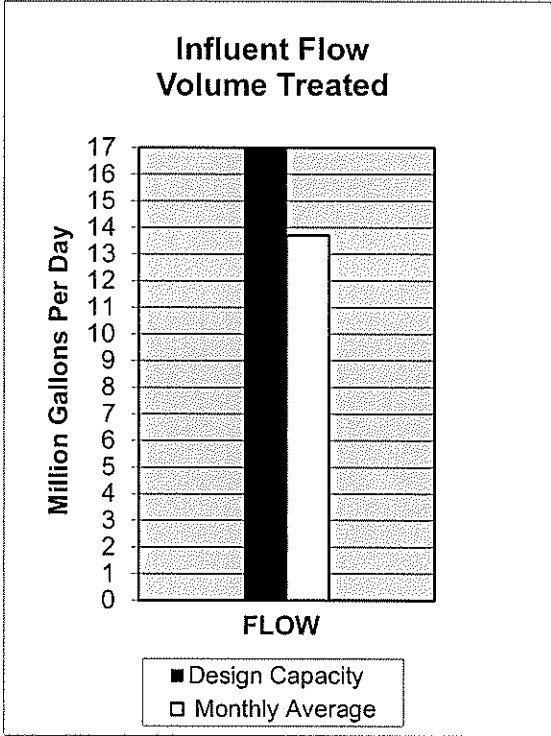
Total Attendees for FYE 24

131	45
-----	----

OU Golf Course (MG)

1.3	76.8	1.0	50.9
-----	------	-----	------

E.coli geometric mean average for January 2024 66 MPN (Limit is 630)



Comments here

**CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES**

MONTHLY PROGRESS REPORT

WATER TREATMENT DIVISION

MONTH: January-2024

	FYE 2024		FYE 2023	
	<u>This month</u>	<u>Year to date</u>	<u>This month</u>	<u>Year to date</u>
Water Supply				
Plant Production (MG)	183.30	2174.52	144.62	2294.90
Well Production (MG)	178.29	976.51	174.51	947.15
Oklahoma City Water Used (MG)	30.98	214.13	30.42	211.97
Total Water Produced (MG)	392.57	3365.16	349.55	3454.01
Average Daily Production	12.66	15.65	11.28	16.14

Peak Day Demand

Million Gallons	15.90	23.32	12.45	25.52
Date	1/16/2024	9/4/2023	1/11/2023	7/27/2022
System Capacity (see note 1)	25.78	25.78	25.78	25.78
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	0.00

Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC)

Costs

Plant	\$731,078.42	\$4,796,439.55	\$662,387.35	\$4,748,512.47
Wells	\$249,001.62	\$1,768,992.88	\$253,438.00	\$1,796,812.75
OKC	\$96,799.05	\$664,090.27	\$88,923.87	\$633,957.33
Total	\$1,076,879.09	\$7,229,522.70	\$1,004,749.22	\$7,179,282.55

Cost per Million Gallons

Plant	\$3,988.49	\$2,205.75	\$4,580.19	\$2,069.16
Wells	\$1,396.62	\$1,811.54	\$1,452.28	\$1,897.08
OKC	\$3,124.57	\$3,101.34	\$2,923.20	\$2,990.75
Total	\$2,743.18	\$2,148.34	\$2,874.41	\$2,078.53

Water Quality

Bacterial Samples in Compliance	100	708	100	696
Bacterial Samples out of Compliance	0	2	0	4
Total number of inquiries (Note 2)	5	18	4	21
Total number of complaints (Note 2)	3	40	20	49
Number of complaints per 1000 service connections	0.07	0.97	0.52	1.27

Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.

Safety

Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	1	6	0	0

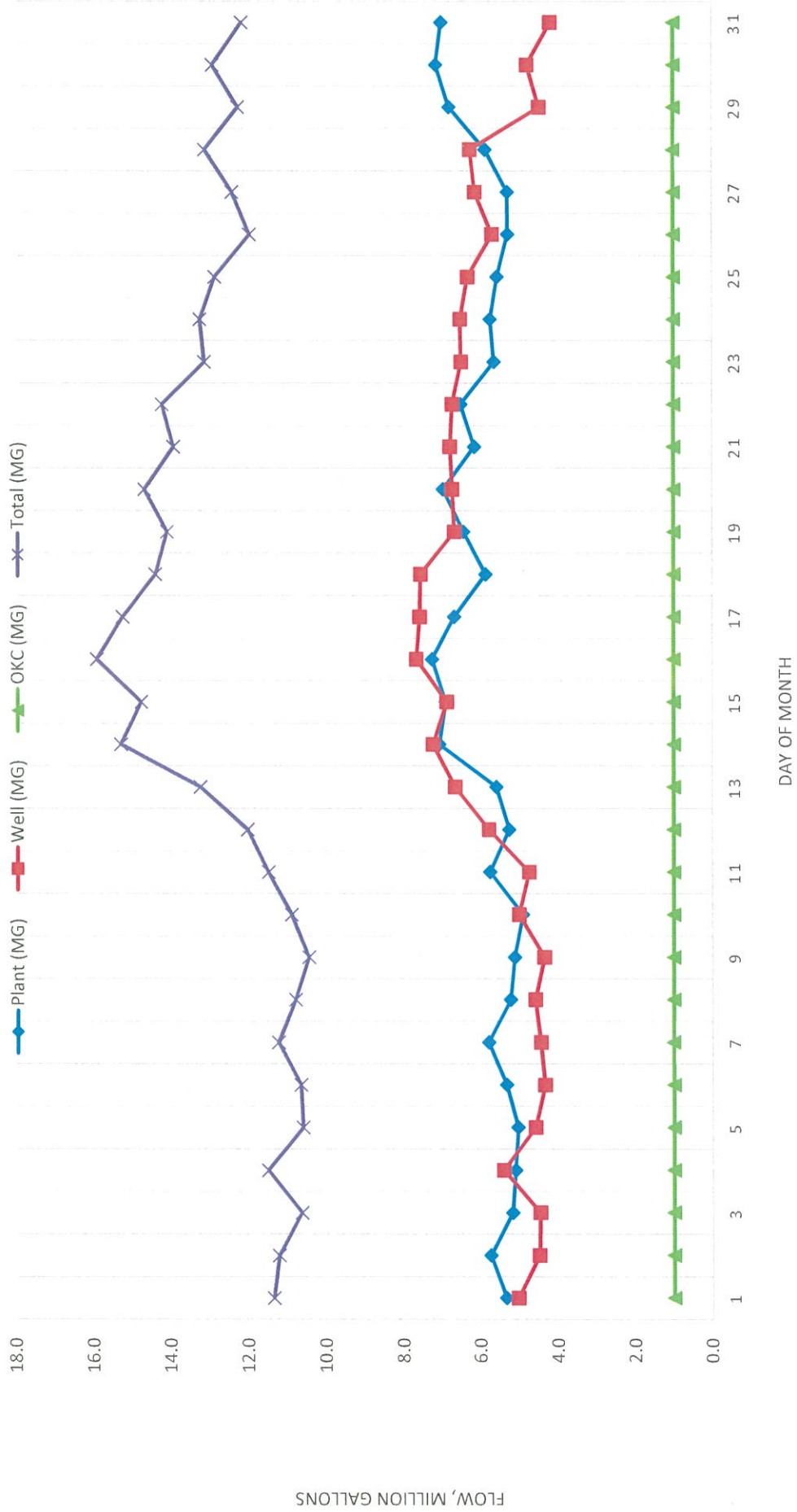
Public Education

Number of tours conducted	1	9	4	4
Number of people on tours	1	137	110	110

Notes:

Staff replaced hose in emergency pump. Replaced motor on basement exhaust fan.
Staff replace media at well 31. Staff installed rebuild kit for SH pump 3. Staff replaced packing in slurry pump 3.
Meyers repaired well head at well 54 and replaced three joints of pipe.

WATER PRODUCTION FOR JANUARY 2024



MONTHLY TRANSFER STATION REPORT
January 2024

	TONS PER MONTH	REVENUE PER MONTH
O.U.	278.45	\$15,245.68
STANDARD GATE	1,319.25	\$110,775.86
RESIDENTIAL	405.82	\$16,560.60
TOTALS:	2,003.52	\$142,582.14

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	488.00

# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	8725.21
--	---------

# OF LOADS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS.	0.00
--	------

# OF TONS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS:	0.00
---	------

TOTAL LOADS BROUGHT TO LANDFILLS:	488.00
GRAND TOTAL TONS TO LANDFILLS	8,725.21

DISPOSAL COST PER TON (OKC)	\$22.91
TIPPING FEE'S FOR DUMPING AT OKC:	\$199,894.56
GRAND TOTAL TIPPING FEE'S	\$199,894.56

# OF LOADS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	649.00
---	--------

# OF TONS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	3687.55
--	---------

# OF LOADS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	456.00
--	--------

# OF TONS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	2830.12
---	---------

TOTAL LOADS BROUGHT TO TRANSFER STATION:	1105.00
--	---------

TOTAL TONS BROUGHT TO TRANSFER STATION:	6517.67
---	---------

MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	169.97
---	--------

TOTAL TONS RECEIVED AT TRANSFER STATION	8691.16
---	---------

SANITATION DIVISION PROGRESS REPORT
SUMMARY 2024

	FYE 23		FYE 24	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	0	17	0	1
<u>On The Job Injuries</u>	0	3	0	0
<u>Bulk Pickups</u>	38	137	50	93
<u>Refuse Complaints</u>	94	403	95	193
<u>New Polycarts Requests</u>	40	346	26	81
<u>Polycarts Exchanges</u>	9	75	7	21
<u>Additional Polycart Requests</u>	90	387	65	182
<u>Replaced Stolen Polycarts</u>	20	136	25	57
<u>Replaced Damaged Polycarts</u>	62	664	61	196
<u>Polycarts Repaired</u>	25	284	23	109

COMPOST MONTHLY REPORT

JANUARY 2024

MONTH

TONS BROUGHT IN BY COMPOST CREWS:	160.79
LANDFILL TIPPING FEE'S	\$ 22.91
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 3,683.70

TONS BROUGHT IN BY PUBLIC:	1,500.00
TONS BROUGHT IN BY CONTRACTORS :	1,800.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	300.00
LANDFILL TIPPING FEE'S	\$ 22.91
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 82,476.00

TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 86,159.70
---	--------------

REVENUE COLLECTED FROM COMPOST SALES:	\$5,480.00
REVENUE COLLECTED FROM GATE SALES:	\$340.00

TOTAL TONS COLLECTED	3,760.79
----------------------	----------

MULCH CUBIC YDS
MONTH

COMPOST CUBIC YDS
MONTH

PARKS DEPT.	
ROAD & CHANNEL	
LINE MAINTENANCE	
STREET DEPT.	
WATER TREATMENT	
MURPHY PRODUCTS OKC	
SELF LOADING BIN	
DRYING BEDS	
COMPOST SOLD BY CUBIC YARDS	
MULCH SOLD BY CUBIC YARDS	600
TOTAL:	600

18
102
120

CURBSIDE MONTHLY RECYCLING REPORT

Jan-24

PROGRAM STATISTICS

	AVERAGE
	MONTH
SET OUT/PARTICIPATION RATE:	90%
AVERAGE TONS PER DAY :	12.71
POUNDS PER HOME:	10.86

COMMODITY BY TON

	% of Total	TONS
ALUMINUM BEVERAGE CAN	2.10%	8
#1 PET	5.50%	20.97
NEWS	0.00%	0
GLASS CONTAINERS	5.72%	21.8
MIX PAPER	33.40%	127.32
PLASTIC FILM	0.57%	2.17
#2 NATURAL	0.90%	3.43
#2 COLOR	1.10%	4.19
#3-#7	0.00%	0
METAL	0.82%	3.1
RIGIDS	0.89%	3.39
TIN-STEEL SCRAP	3.30%	12.58
TRASH	28.30%	107.88
OCC	17.40%	66.33
TOTAL	100.00%	381.16

	MONTH
SERVICE CALLS (MISSES)	77
HOUSESIDE	14
REMINDER	5
SCATTERED	0
MISC.	0
REPAIR	18
NEW	20
ADD	4
MISSING	22
EXCHANGE	0
REPLACE	10
PICK UP	20
TOTAL CALLS	190.00

	MONTH
LANDFILL COST AVOIDANCE	\$7,527.91

Drop Center Report January

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	\$ Diverted
ALUMINUM:	\$1,050.00	\$0.00		0	0	\$22.91	213.23	\$4,885.10
PLASTICS:	\$5.00	\$0.00				0%		
STEEL CANS:	\$0.00	\$0.00						
MIXED OFFICE PAPER:	\$0.00	\$0.00						
CARDBOARD:	\$65.00	\$0.00						

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer	Total Tons	PRO/FEE	Revenues	Net
ALUMINUM:	0.17	0.07	0.26	0.02	0.52		\$546.00	\$546.00
PLASTICS:	2.38	1.07	6	0.41	9.86		\$49.30	\$49.30
STEEL CANS:	0.17	0.07	0.26	0.02	0.52		\$0.00	\$0.00
MIXED OFFICE PAPER:	15.36	0	6.26	0	21.62		\$0.00	\$0.00
CARDBOARD:	17.31	10.48	29.79	1.57	59.15		\$3,844.75	\$3,844.75
RECYCLING CENTER TOTALS:	35.39	11.69	42.57	2.02	91.67		\$4,440.05	\$4,440.05

Commercial Cardboard Containers	Revenues	Compactors	Revenues	Wood	Glass	Metal
TONS	42.7	TONS	TONS	TONS	TONS	TONS
	\$2,775.50	10.43	\$677.95	0	\$0.00	7.65
						\$816.00
						\$321.36
						\$494.64

Expenses

Average hrly+ benefits	\$26.78		
Cage Rolloff	Cardboard	Occ Compact	MXD Office
Hours	42	200	12
Labor \$	\$1,124.76	\$5,356.00	\$321.36
Vehicle cost	\$0.00	\$0.00	\$0.00
			\$7,123.48

Customer Revenue	\$12,377.80
------------------	-------------

Total All Recycle and Cardboard	152.45
Revenues	\$8,388.14

Total Recycle Only	40.17
Revenues	\$1,089.94

Total Cardboard	112.28
Revenues	\$7,298.20

Revenue	Income	Expense	Net
	\$20,765.94	\$7,123.48	\$ 13,642.46

File Attachments for Item:

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JANUARY 31, 2024, AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/27/2024

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JANUARY 31, 2024, AND DIRECTING THE FILING THEREOF.

DATE: February 6, 2024
 TO: City Council
 FROM: Anthony Francisco, Director of Finance
 REVIEWED BY: Clint Mercer, Chief Accountant
 PREPARED BY: Debbie Whitaker, Municipal Accountant III
 SUBJECT: Finance Director's Investment Report

FUND	MONTHLY COMPARISON						ANNUAL COMPARISON			
	MONTHLY BUDGETED INTEREST EARNINGS FYE23	MONTHLY INTEREST EARNINGS January 2024	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE January 2024	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE23-YTD	INTEREST EARNINGS YTD FYE24	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$16,101	\$50,003	210.55%	6.19%	15,237,691	6.37%	\$106,208	\$330,582	211.26%	6.28%
NET REVENUE STABILIZATION	\$4,167	\$18,215	337.15%	2.25%	4,693,681	1.96%	\$29,167	\$100,974	246.20%	1.92%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$20,403	389.67%	2.53%	2,685,710	1.12%	\$29,167	\$159,274	446.08%	3.02%
HOUSING	N/A	\$569	100.00%	0.07%	4,158,729	1.74%	N/A	\$3,922	100.00%	0.07%
SPECIAL GRANTS FUND	N/A	\$48,069	100.00%	5.95%	18,904,030	7.91%	N/A	\$340,980	100.00%	6.47%
ROOM TAX FUND	\$208	\$2,860	1272.57%	0.35%	803,496	0.34%	\$1,458	\$18,268	1152.68%	0.35%
YFAC FUND	\$0	\$0	0.00%	0.00%	(67,067)	-0.03%	\$0	\$0	0.00%	0.00%
SEIZURES	\$42	\$6,803	16227.94%	0.84%	1,884,005	0.79%	\$292	\$37,908	12896.92%	0.72%
CLEET FUND	N/A	\$19	100.00%	0.00%	4,509	0.00%	N/A	\$57	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$0	0.00%	0.00%	394,630	0.17%	\$0	\$18,534	0.00%	0.35%
ART IN PUBLIC PLACES FUND	N/A	\$6	100.00%	0.00%	1,389	0.00%	N/A	\$44	100.00%	0.00%
WESTWOOD FUND	\$625	\$210	-66.48%	0.03%	1,120,212	0.47%	\$4,375	\$128,111	2828.25%	2.43%
WATER FUND	\$10,000	\$163,701	1537.01%	20.26%	42,727,544	17.87%	\$70,000	\$892,142	1174.49%	16.94%
WASTEWATER FUND	\$4,167	\$26,772	542.52%	3.31%	6,954,623	2.91%	\$29,167	\$162,032	455.54%	3.08%
SEWER MAINTENANCE FUND	N/A	\$67,303	100.00%	8.33%	17,349,787	7.26%	N/A	\$370,367	100.00%	7.03%
DEVELOPMENT EXCISE	\$5,833	\$18,253	212.91%	2.26%	5,075,518	2.12%	\$40,833	\$111,092	172.06%	2.11%
SANITATION FUND	\$25,000	\$41,495	65.98%	5.14%	10,353,538	4.33%	\$175,000	\$246,245	40.71%	4.68%
RISK MANAGEMENT FUND	N/A	\$3,872	100.00%	0.48%	1,144,213	0.48%	N/A	\$18,366	100.00%	0.35%
CAPITAL PROJECTS FUND	\$58,333	\$239,321	310.26%	29.62%	77,660,246	32.48%	\$233,333	\$1,638,674	602.29%	31.12%
NORMAN FORWARD SALES TAX	\$1,250	\$27,578	2106.24%	3.41%	4,399,167	1.84%	\$8,750	\$241,448	2659.41%	4.58%
PARKLAND FUND	\$833	\$3,318	298.18%	0.41%	856,127	0.36%	\$5,833	\$18,674	220.13%	0.35%
UNP TAX INCREMENT DISTRICT	\$2,000	\$46,185	2209.24%	5.72%	10,830,983	4.53%	\$280,000	\$274,025	100.00%	5.20%
CENTER CITY TAX INCREMENT DIST	\$167	\$11,044	0.00%	1.37%	3,353,566	1.40%	N/A	\$60,673	100.00%	1.15%
SINKING FUND	\$2,083	\$7,394	254.89%	0.92%	7,384,720	3.09%	\$14,583	\$68,664	370.84%	1.30%
SITE IMPROVEMENT FUND	N/A	\$206	100.00%	0.03%	53,097	0.02%	N/A	\$1,142	100.00%	0.02%
TRUST & AGENCY FUNDS	N/A	\$40	100.00%	0.00%	10,200	0.00%	N/A	\$219	100.00%	0.00%
ARTERIAL ROAD FUND	N/A	\$4,280	100.00%	0.53%	1,102,860	0.46%	N/A	\$23,726	100.00%	0.45%
	\$134,976	\$807,918	498.56%	100.00%	239,077,207	100.00%	\$1,028,166	\$5,266,144	412.19%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of \$239.32 million as of 12/30/23 are represented by working capital cash balances of all City funds of approximately \$99.33 million, outstanding encumbrances of \$55.77 million, General Obligation Bond proceeds of \$58.41 million, NUA revenue bond proceeds of \$6.46 million, NMA bond proceeds of \$9.12 million, and UNP TIF reserve amounts of \$10.22 million.

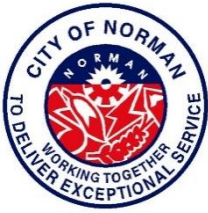
INVESTMENT BY TYPE

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	January 31, 2024		
					EARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			3.28%	\$59,426.25	\$13,829,581.29	\$13,829,581.29
BANK OF OKLAHOMA	WARRANTS PAYABLE					(\$2,318,850.40)	(\$2,318,850.40)
BANK OF OKLAHOMA	PAYROLL					(\$5,572,876.36)	(\$5,572,876.36)
BANK OF OKLAHOMA	COURT BOND REFUNDS					\$179,908.28	\$179,908.28
BANK OF OKLAHOMA	INSURANCE CLAIMS					\$1,653,323.82	\$1,653,323.82
BANK OF OKLAHOMA	LOCK BOX					\$1,706,537.92	\$1,706,537.92
BANK OF OKLAHOMA	RETURN CHECKS					(\$23,518.00)	(\$23,518.00)
BANK OF OKLAHOMA	PARKS					\$1,500.00	\$1,500.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					(\$4,068.70)	(\$4,068.70)
BANK OF OKLAHOMA	CDBG-CV			3.30%	\$568.73	\$207,174.82	\$207,174.82
**Subtotal					\$59,994.98	\$9,658,712.67	\$9,658,712.67
**Money Market							
BANCFIRST-NUA	MONEY MKT.			5.19%	\$1,275.76	\$777,306.32	\$777,306.32
BANCFIRST-NMA Room Tax	MONEY MKT.			5.26%	\$385.01	\$180,644.50	\$180,644.50
BANCFIRST-NUA Water	MONEY MKT.			5.19%	\$19,371.30	\$5,814,130.70	\$5,814,130.70
BANCFIRST-NUA Clean Water	MONEY MKT.			5.26%	\$1,107.70	\$662,127.97	\$662,127.97
BANCFIRST-NMA PSST	MONEY MKT.			5.19%	\$20,403.10	\$4,305,918.45	\$4,305,918.45
BANCFIRST-NMA Norman Forward	MONEY MKT.			5.19%	\$15,070.68	\$872,653.79	\$872,653.79
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			5.26%	\$43,499.85	\$10,217,696.05	\$10,217,696.05
BANK OF OKLAHOMA ARPA	MONEY MKT.			3.30%	\$47,975.86	\$17,476,426.09	\$17,476,426.09
BANK OF OKLAHOMA-Westwood	MONEY MKT.			3.30%	\$209.50	\$0.00	\$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			3.30%	\$35.14	\$12,799.39	\$12,799.39
BANK OF OKLAHOMA	MONEY MKT.			3.30%	\$93.27	\$33,975.46	\$33,975.46
BANK OF OKLAHOMA	MONEY MKT.			3.30%	\$741.21	\$270,002.84	\$270,002.84
BANK OF OKLAHOMA-SW	MONEY MKT.			3.30%	\$0.36	\$129.99	\$129.99
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			3.30%	\$1,683.49	\$613,252.86	\$613,252.86
BANK OF OKLAHOMA-2023A	MONEY MKT.			3.30%	\$73,843.77	\$26,899,445.14	\$26,899,445.14
BANK OF OKLAHOMA-2023B	MONEY MKT.			3.30%	\$38,307.87	\$13,954,589.72	\$13,954,589.72
BANK OF OKLAHOMA-2019B	MONEY MKT.			3.30%	\$23,700.72	\$8,614,272.70	\$8,614,272.70
BANK OF OKLAHOMA-2020A	MONEY MKT.			3.30%	\$396.22	\$142,766.34	\$142,766.34
BANK OF OKLAHOMA-2021	MONEY MKT.			3.30%	\$24,124.20	\$8,647,131.66	\$8,647,131.66
**Subtotal					\$312,225.01	\$99,495,269.97	\$99,495,269.97
**Sweep/Overnight							
GOLDMAN SACHS	GOVT SELECT 1237			5.30%	\$11,595.24	\$2,632,239.68	\$2,632,239.68
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			3.85%	\$230,445.77	\$57,522,984.36	\$57,522,984.36
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/23	03/30/24	2.97%	\$618.75	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/23	09/30/24	1.55%	\$322.92	\$250,000.00	\$250,000.00
VALLIANCE BANK	CD	11/30/23	11/30/24	2.55%	\$531.20	\$250,000.00	\$250,000.00
FIRST NATIONAL BANK	CD	12/28/23	12/28/24	2.85%	\$593.75	\$250,000.00	\$250,000.00
**Subtotal					\$2,066.62	\$1,000,000.00	\$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
FFCB	3133ENLF5	01/28/22	01/18/24	1.17%	4,363.49		
FHLB	3130AUNQ3	08/31/23	02/21/24	5.48%	28,981.32	7,500,000.00	\$7,499,025.00
FMAC	31422XYB2	05/23/22	05/02/24	2.59%	16,225.98	7,528,000.00	\$7,478,089.36
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	3,570.16	6,240,000.00	\$6,160,315.20
US T-Note	91282CCT6	01/31/22	08/15/24	1.27%	7,908.58	7,500,000.00	\$7,315,350.00
FHLB	3130AVB84	07/31/23	09/13/24	5.35%	33,464.63	7,500,000.00	\$7,511,100.00
FFCB	3133ENEJ5	06/30/22	11/18/24	3.15%	32,155.72	12,500,000.00	\$12,108,125.00
FHLB	3130A3GE8	01/28/22	12/13/24	1.41%	2,959.10	2,500,000.00	\$2,456,975.00
US T-STRIPS	912833LU2	08/31/22	02/15/25	3.38%	20,441.38	7,500,000.00	\$7,153,650.00
TVA Note	880591CJ9	08/31/23	11/01/25	4.89%	41,520.11	10,000,000.00	\$10,376,800.00
**Subtotal					191,590.47	68,768,000.00	\$68,059,429.56
**TOTAL **					807,918.09	239,077,206.68	\$235,736,396.56

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

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-129, E-2324-130, AND E-2324-131: EASEMENTS FOR PUBLIC ROADWAY, DRAINAGE & UTILITY RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION DONATED BY THE JUDITH ANN FLOYD TRUST AND PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENT FROM THE CITY OF NORMAN TO THE FLOYD TRUST, ALL FOR THE ROCK CREEK ROAD IMPROVEMENT PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/27/2024

REQUESTER: Tim Miles, Capital Projects Manager

PRESENTER: Beth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-129, E-2324-130, and E-2324-131: EASEMENTS FOR PUBLIC ROADWAY, DRAINAGE & UTILITY RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION DONATED BY THE JUDITH ANN FLOYD TRUST AND PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENT FROM THE CITY OF NORMAN TO THE FLOYD TRUST, ALL FOR THE ROCK CREEK ROAD IMPROVEMENT PROJECT.

BACKGROUND:

The Rock Creek Road Improvement Project will improve the remaining unimproved ½ mile segment of Rock Creek Road from Grandview Avenue to 36th Avenue NW. There has been significant development in the area, which has generated the need for the roadway improvements. Rock Creek Road currently carries 3,800 vehicles per day and an abundance of pedestrians and bicycle traffic.

On May 27, 2014, City Council accepted \$246,009.99 in deferral funds from Brookhaven No. 41 Addition (\$158,289.50), The Falls at Brookhaven Addition (\$81,640.00) and C.P. Land Addition (\$6,080.49). City Council also appropriated these \$246,009.99 in deferral funds from the Site Improvement Cash (Account No. 10-22411) to the Rock Creek Road Widening Project Design (Account No. 50595552-46201, Project No. TR0094).

On May 27, 2014, City Council approved engineering services Contract K-1314-127 with Freese and Nichols, Inc. of Oklahoma City, Oklahoma in the amount of \$203,400.00 for the design of the Rock Creek Road Widening Project between Grandview Avenue and 36th Avenue NW.

On September 26, 2017, City Council approved Contract K-1718-62 and Resolution R-1718-42 with ODOT for the Right-of-Way and Utility Agreement on the Rock Creek Road Widening Project between Grandview Avenue and 36th Avenue NW.

On April 9, 2019, City Council approved engineering services Contract Amendment No. 1 to Contract K-1314-127 with Freese and Nichols, Inc. of Oklahoma City, Oklahoma in the amount of \$160,000.00 for the design of the east Interstate Drive Project from Main Street to Robinson Street.

On December 10, 2019, City Council approved proceeding with Eminent Domain on Parcels 5 and 8, while rejecting Eminent Domain on Parcel 3. City Council also directed staff to redesign the Grandview Avenue/36th Avenue NW intersection from the current roundabout design to a traditional T-intersection in an effort to minimize impacts to Parcel 3.

On March 20, 2020, City Council approved Amendment No. 2 to Contract K-1314-127 with Freese and Nichols, Inc. of Oklahoma City, Oklahoma in the amount of \$65,900.00 for the for the re-design of the Rock Creek Road/Grandview Avenue intersection.

Proposed improvements for the Rock Creek Road Widening Project include:

- 1. Widening Rock Creek Road from 2-lane to 3-lane between Grandview Avenue and 36th Avenue NW
- 2. Addition of 5-foot on-street bike lanes
- 3. ADA Compliant sidewalks on both sides of Rock Creek Road
- 4. Stormwater improvements

DISCUSSION:

Right-of-way acquisition is necessary for the Rock Creek Road Reconstruction Project. The affected property is located in the southwest corner of the Grandview Avenue/Rock Creek Road intersection. This item involves three related easement conveyances. First, the City requires the acquisition of two (2) easements for the Project. During the design of the project, the City discovered its right-of-way at the corner of Rock Creek went deeper into the affected parcel than necessary. Thus, a partial release of right-of-way was proposed to offset the current project needs for the City’s acquisition from the Judith Ann Floyd Trust. The below easement table summarizes describes the aquired easements. By E-2324-129, the City acquires right-of-way needed along Rock Creek Road to construct the proposed sidewalk and to meet intersection sight distance requirements. By E-2324-130, the City acquires temporary easement necessary primarily for final grading along the west side of Grandview Avenue.

Easement No.	Parcel No.	Grantors	Document	Cost
E-2324-129	1.0	Judith Ann Floyd Trust	Public Roadway, Drainage & Utility Right-of-Way- 64.66 sq.	Donated
E-2324-130	1.1	Judith Ann Floyd Trust	Temporary Construction Easement- 434.92 sq. ft.	Donated

Finally, the partial release of right-of-way via E-2324-131 reshapes the intersection right-of-way in conformance with the project, and enables the property owner to reconstruct the fence corner in a similar fashion on the new right-of-way line location. Due to the offset with the partial release, E-2324-129 and E-2324-130 are donated by the Floyd Trust. In addition to these conveyances, the Floyd Trust will be paid \$20,675.00, attributable to damages including removal and replacement of tree, fence, rock retaining wall, and rock mailbox. Funds to pay the damages are available in the Rock Creek Road Improvement Project Land (Account Org. 50595552, Object 46001, Project No. TR0094).

RECOMMENDATION 1:

Staff recommends payment of \$20,675.00 in damages to the Judith Ann Floyd Trust from the Rock Creek Road Improvement Project Land (Account Org. 50595552, Object 46001, Project No. TR0094).

RECOMMENDATION 2:

Staff further recommends the above described permanent easement, temporary easement and partial release of easement be accepted and filing, where applicable, directed thereof.

GRANT OF RIGHT-OF-WAY
City of Norman

E-2324-129

Know all men by these presents:

That **Judith Ann Floyd Trust**, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, shown on **Exhibit 'A'** ("**Subject Property**") for the use of **Grantees** with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public roadway, drainage structure or utility.



PUBLIC ROADWAY, DRAINAGE AND UTILITIES

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 31 day of Jan, 2024

(OWNER NAME) by:

Judith Ann Floyd Trustee
Title

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

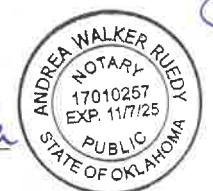
Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of January, 2024, personally appeared Judith Ann Floyd, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 11/7/25 Notary Public Andrea Walker Ruedy

Approved as to form and legality this 31 day of January, 2024.

2/1/24 Elizabeth Luckala
City Attorney



Approved and accepted by the Council of the City of Norman, this ___ day of _____, 202__.

Mayor

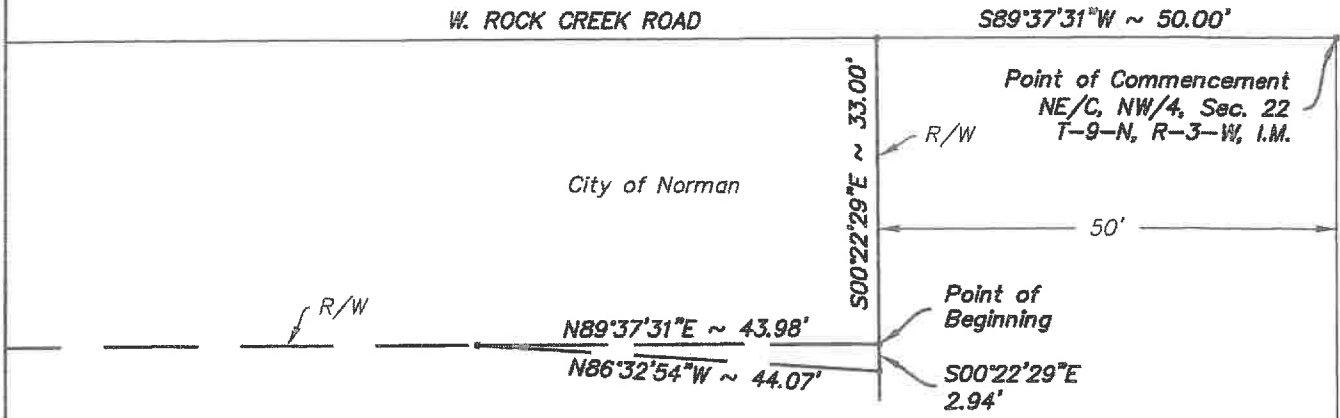
ATTEST:

City Clerk
SEAL:

EXHIBIT

EXHIBIT 'A'
 NW/4 SECTION 22, T-9-N, R-3-W, I.M.
 CLEVELAND COUNTY, OKLAHOMA

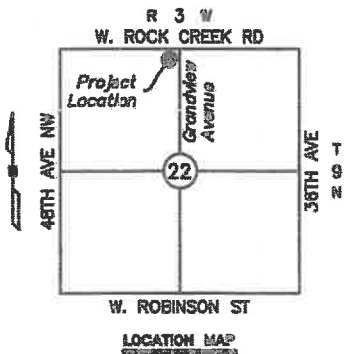
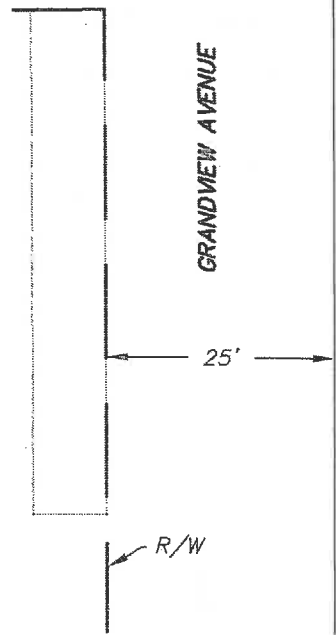
E-2324-129



LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter (NW/4) of Section Twenty-two (22), Township Nine North (T-9-N), Range Three West (R-3-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

- Commencing at the Northeast corner of said NW/4;
 - Thence South 89°37'31" West along the North line of said NW/4 a distance of 50.00 feet;
 - Thence South 00°22'29" East a distance of 33.00 feet to a point on the statutory right-of-way line and the Point of Beginning;
 - Thence continuing South 00°22'29" East a distance of 2.94 feet;
 - Thence North 86°32'54" West a distance of 44.07 feet to a point on said statutory right-of-way line;
 - Thence North 89°37'31" East along said right-of-way line a distance of 43.98 feet to the Point of Beginning.
- Said parcel contains 64.66 square feet, more or less.
- Note: Basis of Bearing = S 89°37'31" W = North line NW/4 of Section 22, T-9-N, R-3-W, I.M. (City of Norman Survey Control Network).



WO# 7712079

LEMKE LAND SURVEYING, LLC

3226 BART CORNER DRIVE, NORMAN, OK 73072
 PH:(405)398-8341 FAX:(405)398-8340
 CA # 8375
<http://www.lemke-ls.com>

Surveyed By: TW/MD/SS	Project: ROCK CREEK AND GRANDVIEW (#1)
Drawn By: SA	NORMAN, OKLAHOMA
Approved By: WS	Project Location: PT OF NW/4 SEC. 22
Date: 10/27/2022	T-9-N, R-3-W, CLEVELAND COUNTY, OKLAHOMA
Scale: 1" = 20'	Client: CITY OF NORMAN
Project No: 17028	

Sheet Number	1
Sheet 1 of 1	

H:\17028\LLS-Data\Final\Easement exhibits 10-27-2022-SA_C3D2019.dwg 11/2/2022 9:45:01 AM

TEMPORARY CONSTRUCTION EASEMENT

E-2324-130

Know all men by these presents:

That Judith Ann Floyd Trust, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a Temporary Construction Easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, shown on Exhibit 'A' ("Subject Property") for the use of Grantees with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, removing, installing, grading and restoring private property as indicated below:

TEMPORARY CONSTRUCTION EASEMENT

It is the condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the construction project.

To have and to hold the same unto the said City of Norman, its successors, and assign until completion of construction of the proposed project pertinent to the above described parcel.

Signed and delivered this 31 day of January, 2024.

(OWNER NAME) by:

Handwritten signature of Judith Ann Floyd Trust and Title.

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of January, 2024, personally appeared Judith Ann Floyd, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.



WITNESS my hand and seal the day and year last above written.

My Commission Expires: 11/7/25 Notary Public: Andrea Walker Ruedy

Approved as to form and legality this 1 day of February, 2024.

Handwritten signature of Elisabeth Luckala, City Attorney.

Approved and accepted by the Council of the City of Norman, this ___ day of ___, 202__.

Mayor

ATTEST:

City Clerk
SEAL:

EXHIBIT

EXHIBIT 'A'
NW/4 SECTION 22, T-9-N, R-3-W, I.M.
CLEVELAND COUNTY, OKLAHOMA

E-2324-130

W. ROCK CREEK ROAD

Point of Commencement
NE/C, NW/4, Sec. 22
T-9-N, R-3-W, I.M.

City of Norman

S89°37'31"W
25.22'

S00°22'29"E ~ 50.00'

Point of Beginning

N89°37'31"E
8.00'

N00°07'43"W ~ 54.34'

S00°07'43"E ~ 54.39'

GRANDVIEW AVENUE

25'

N90°00'00"W
8.00'

R/W

LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter (NW/4) of Section Twenty-two (22), Township Nine North (T-9-N), Range Three West (R-3-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said NW/4;

Thence South 89°37'31" West along the North line of said NW/4 a distance of 25.22 feet;

Thence South 00°22'29" East a distance of 50.00 feet to a point on the Westerly right-of-way line of Grandview Avenue and the Point of Beginning;

Thence South 00°07'43" East a distance of 54.39 feet;

Thence North 90°00'00" West a distance of 8.00 feet;

Thence North 00°07'43" West a distance of 54.34 feet;

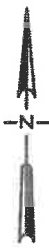
Thence North 89°37'31" East a distance of 8.00 feet to the Point of Beginning.

Said parcel contains 434.92 square feet, more or less.

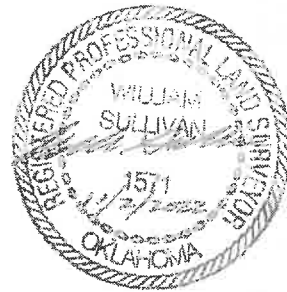
Note: Basis of Bearing = S 89°37'31" W = North line NW/4 of Section 22, T-9-N, R-3-W, I.M. (City of Norman Survey Control Network).



LOCATION MAP



Scale 1" = 20'



WO# 7712079

LEMKE LAND SURVEYING, LLC



3228 BART CONNER DRIVE, NORMAN, OK 73072
PH. (405) 368-8841 FAX (405) 368-8840
CA # 0675
http://www.lemke-llc.com

Surveyed By:	TW/MD/SS
Drawn By:	SA
Approved By:	WS
Date:	10/27/2022
Scale:	1" = 20'
Project No:	17026

Project:	ROCK CREEK AND GRANDVIEW (#2) NORMAN, OKLAHOMA
Project Location:	PT OF NW/4 SEC. 22 T-9-N, R-3-W, CLEVELAND COUNTY, OKLAHOMA
Client:	CITY OF NORMAN

Sheet Number	1
Sheet 1 of 1	

H:\17026\LLS-Data\Final\Exhibit exhibits 10-27-2022-SA_C5D52019.dwg 11/2/2022 9:43:37 AM

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the City of Norman, Oklahoma, a Municipal Corporation, being the owner of a right-of-way and utility easement over, across and under the following described property situated in the Northwest ¼ of Section 22, Township 9N, Range 3W, Indian Meridian, in Cleveland County, Oklahoma, to wit:

1. The east 25 feet of the north 400 feet of said NW ¼
2. The north 50 feet of the east 50 feet of said NW ¼

Such easement having been created by a written instrument granted by Crystal Heights Building Corporation to the City of Norman, its successors and assigns, on the 31st day of March, 1966, and recorded in Book 465 at Page 549 on March 14, 1967, in the office of the County Clerk of Cleveland County, Oklahoma, does hereby and by these presents, for good and valuable consideration, release, terminate, extinguish, and abandon a portion of the above easement, said portion being located on the property described in **Attachment "A"**, and all rights in and to said portion described as **Attachment "A"** acquired under and by virtue of said easement.

DATED this ____ day of _____, 2024.

ATTEST:

City of Norman, Oklahoma

Brenda Hall, City Clerk

Larry Heikkila, Mayor

On this _____ day of _____, 2024, before me personally appeared _____, to me to be known to be the identical person who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires:

Notary Public

Approved as to legality and form this 1 day of February, 2024.

Olisabeth Luckala
City Attorney's Office

EXHIBIT

EXHIBIT 'A'

E-2324-131

NW/4 SECTION 22, T-9-N, R-3-W, I.M.
CLEVELAND COUNTY, OKLAHOMA

W. ROCK CREEK ROAD

S89°37'31"W ~ 50.00'

City of Norman

Point of Commencement
NE/C, NW/4, Sec. 22
T-9-N, R-3-W, I.M.

Point of Beginning

S00°22'29"E ~ 35.94'

50'

N00°22'29"W

14.06'

M 14.06'

S50°47'03"E

22.06'

S89°37'31"W

17.00'

GRANDVIEW AVENUE

25'

LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter (NW/4) of Section Twenty-two (22), Township Nine North (T-9-N), Range Three West (R-3-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said NW/4;

Thence South 89°37'31" West along the North line of said NW/4 a distance of 50.00 feet;

Thence South 00°22'29" East a distance of 35.94 feet to the Point of Beginning;

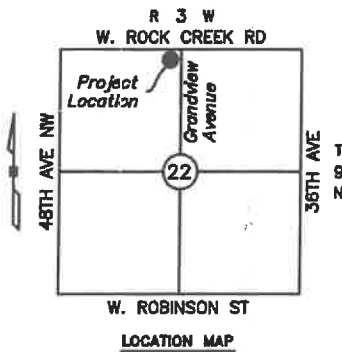
Thence South 50°47'03" East a distance of 22.06 feet;

Thence South 89°37'31" West a distance of 17.00 feet;

Thence North 00°22'29" West a distance of 14.06 feet to the Point of Beginning.

Said parcel contains 119.50 square feet, more or less.

Note: Basis of Bearing = S 89°37'31" W = North line NW/4 Section 22, T-9-N, R-3-W, I.M. (City of Norman Survey Control Network).



Scale 1" = 20'



H:\14162.1\Final\Easement exhibits B-15-2023-SA_C3D2019.dwg 8/16/2023 10:22:59 AM

LEMKE LAND SURVEYING, LLC



3226 BART CONNER DRIVE, NORMAN, OK 73072
PH.(405)368-8541 FAX(405)368-8540
CA # 8975
http://www.lemke-ls.com

Surveyed By: TW/MD/SS
Drawn By: SA
Approved By: WS
Date: 8/15/2023
Scale: 1" = 20'
Project No: 17026

Project: ROCK CREEK AND GRANDVIEW SWAP TRACT
NORMAN, OKLAHOMA
Project Location: PT OF NW/4 SEC. 22
T-9-N, R-3-W, CLEVELAND COUNTY, OKLAHOMA
Client: CITY OF NORMAN

Sheet Number
1
Sheet 1 of 1



201 West Gray, Bldg. A • P.O. Box 370
Norman, Oklahoma 73069 • 73070

SUMMARY OF ACQUISITION

CITY: Norman, J/P: _____ PROJECT: Rock Creek Road _____ PARCEL(S) 3 _____

PROPERTY LOCATION: Section 22 _____, Township 9N _____, Range 3W _____, Cleveland _____ County

BUYER: **City of Norman, Oklahoma**

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Judith Ann Floyd, Trustee of the Judith Ann Floyd Trust dated 8/18/95
2300 Grand View Ave.
Norman, OK 73072-2840

ASSIGNMENT: Judith Ann Floyd Trust dated 8/18/85

MORTGAGES AND LIENS: None

IMPROVEMENTS: None

DAMAGES: Tree removal, fence removal/replacement, rock retaining wall removal/replacement, and rock mailbox removal/replacement.

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

Right-of-Way Easement _____ for Parcel 3 for 64.66 Sq Ft

Temporary Construction Easement _____ for Parcel 3 for 434.92 Sq Ft

Release of Right-of-Way Easement _____ for Parcel 3 for 119.50 Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: **\$20,675.00**

BUYER AND SELLER AGREE:

-The City/BUYER will pay the Floyd Trust/SELLER \$20,675.00 total for acquisition and damages, including \$5,500 for tree removal, \$9,500 for removal/replacement of fencing, \$4,300 to remove and replace a rock retaining wall, and \$1,375 to remove and replace a rock mailbox. SELLER shall remove and reinstall these items in a manner accommodating the City's project.

-Right of Way and Temporary Construction easement square footage shall be offset against released right-of-way square footage.

-Payment Includes Any and All Damages and SELLER agrees to fully and finally release BUYER from any and all claims relating to the acquisition.



The City of
NORMAN

Item 8.

201 West Gray, Bldg. A • P.O. Box 370
Norman, Oklahoma 73069 • 73070

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

Check in the amount of \$20,675.00 to Judith Ann Floyd, Trustee of the Judith Ann Floyd Trust dated 8/18/95

Check in the amount of _____ to _____

Check in the amount of _____ to _____

Check in the amount of _____ to _____

Judith Ann Floyd, Trustee
PROPERTY OWNER/SELLER
Judith Ann Floyd, Trustee of the
Judith Ann Floyd Trust dated 8/18/95

1-31-24
DATE



Rock Creek Road Widening Project Location Map



Easement No.	Parcel No.	Grantors	Document	Cost
E-2324-129	1.0	Judith Ann Floyd Trust	Public Roadway, Drainage & Utility Right-of-Way- 64.66 sq. ft.	Donated
E-2324-130	1.1	Judith Ann Floyd Trust	Temporary Construction Easement- 434.92 sq. ft.	Donated
E-2324-131	1.2	City of Norman	Release of Right-of-Way- 119.50 sq. ft.	

1

PLAN SHEET	PROPERTY ID NO.
	1
	1.1
	1.2
	1.3
	1.4
R006	2
	2.1
	2.2
	2.3
	2.4
	3

PLAN SHEET	PROPERTY ID NO.
	2.1
	2.4
	2.5
	2.6
	2.7
	3
	4
	4.1
	5
	6
	6.1
	7
	8
	8.1
	9
	9.1
	10
	11
	11.1
	12
	13

	PLAN SHEET	PROPERTY ID NO.
		5
		5.1
		5.2
		13
		14
		14.1
		15
		16
		17
		18
		18.1
3	R007	19
		20
		21
		22
		23
		24
		25
		26
		27
		28
		29
		30
		31
		32

	PLAN SHEET	PROPERTY ID NO.
		32

	PLAN SHEET	PROPERTY ID NO.
		1
4	R008	1.1
		2

2.1

4	PLAN SHEET	
	R009	PROPERTY ID NO.
		1.1
		1.2
		1.3
		1.5
		1.6
		1.7

PROPERTY OWNER
UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
CITY OF NORMAN

PROPERTY OWNER
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
CITY OF NORMAN
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
STATE OF OKLAHOMA
CITY OF NORMAN
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
UNIVERSITY OF OKLAHOMA
MCINTOSH LIVING TRUST
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
UNIVERSITY OF OKLAHOMA

PROPERTY OWNER
STATE OF OKLAHOMA
UNIVERSITY OF OKLAHOMA
SUSANNE S CORR
ERIKA T. MILLER
BRADLEY K GOODMAN
BRADLEY K GOODMAN
ST. THOMAS MOORE CHURCH
VICTOR J. REED THE MOST REV
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA

PROPERTY OWNER
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA

PROPERTY OWNER
UNIVERSITY OF OKLAHOMA
BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA

BOARD OF REGENTS OF UNIVERSITY OF OKLAHOMA

PROPERTY OWNER

UNIVERSITY OF OKLAHOMA

PRELIMINARY RIGHT-OF-WAY NEEDS

PROPERTY NO.	ACCOUNT	PERMANENT RIGHT-OF-WAY		PERMANENT EASEMENT
		(SQ. FT.)	(AC.)	(SQ. FT.)
R00144583		0	--	751
		28,935	0.664	6,605
		0	--	374
		0	--	0
		0	--	0
R0067319		25,317	0.581	2,307
		0	--	0
		0	--	0
		0	--	0
		0	--	0
R0093146		2,992	0.069	750

PRELIMINARY RIGHT-OF-WAY NEEDS

PROPERTY NO.	ACCOUNT	PERMANENT RIGHT-OF-WAY		PERMANENT EASEMENT
		(SQ. FT.)	(AC.)	(SQ. FT.)
R0067319		264	0.006	0
		0	--	0
		0	--	0
		0	--	0
		0	--	0
R0093146		5,862	0.135	0
R0039143		2,126	0.049	0
		0	--	0
R0022254		1,320	0.030	0
R0039144		1,784	0.041	0
		0	--	0
R0022218		0	--	0
R0022219		0	--	0
		0	--	0
BOOK 5649 , PAGE 772		844	0.019	257
		0	--	0
R0022208		161	0.004	69
BOOK 4264 , PAGE 1474		819	0.019	9
		0	--	0
BOOK 4257 , PAGE 1022		440	0.010	189
R0022204		590	0.014	253

PRELIMINARY RIGHT-OF-WAY NEEDS

PROPERTY NO.	ACCOUNT	PERMANENT RIGHT-OF-WAY		PERMANENT EASEMENT
		(SQ. FT.)	(AC.)	(SQ. FT.)
R0022254		0	--	0
		3,241	0.074	0
		0	--	0
R0022204		565	0.013	243
BOOK 3102 , PAGE 1366		140	0.003	30
		0	--	0
BOOK 5091 , PAGE 812		0	--	0
R0022210		0	--	0
BOOK 2542 , PAGE 251		0	--	0
BOOK 5809 , PAGE 137		0	--	0
		0	--	0
R0034597		989	0.023	0
BOOK 4239 , PAGE 363		350	0.008	0
BOOK 4239 , PAGE 363		350	0.008	0
BOOK 4239 , PAGE 363		350	0.008	0
BOOK 4451 , PAGE 959		350	0.008	0
BOOK 4239 , PAGE 363		525	0.012	0
BOOK 4239 , PAGE 363		700	0.016	0
BOOK 5024 , PAGE 959		350	0.008	0
BOOK 5139 , PAGE 336		398	0.009	0
R00818266		350	0.008	0
R0034466		398	0.009	180
R0034467		525	0.012	0
R0034468		0	--	0
BOOK 4287 , PAGE 119		0	--	0

PRELIMINARY RIGHT-OF-WAY NEEDS

PROPERTY NO.	ACCOUNT	PERMANENT RIGHT-OF-WAY		PERMANENT EASEMENT
		(SQ. FT.)	(AC.)	(SQ. FT.)
BOOK 4287 , PAGE 119		0	--	610

PRELIMINARY RIGHT-OF-WAY NEEDS

PROPERTY NO.	ACCOUNT	PERMANENT RIGHT-OF-WAY		PERMANENT EASEMENT
		(SQ. FT.)	(AC.)	(SQ. FT.)
R00144583		3,305	0.076	0
		0	--	0
R0067310		44,697	1.026	0

R0007519	0	--	0
----------	---	----	---

PRELIMINARY RIGHT-OF-WAY NEEDS

PROPERTY NO.	ACCOUNT	PERMANENT RIGHT-OF-WAY		PERMANENT EASEMENT
		(SQ. FT.)	(AC.)	(SQ. FT.)
R00144583		24,956	0.573	0
		30,639	0.703	0
		0	--	0
		0	--	0
		0	--	0
		0	--	0

VT UTILITY MENT	TEMPORARY CONSTRUCTION EASEMENT		TEMPORARY DRIVEWAY EASEMENT	
	(AC.)	(SQ. FT.)	(AC.)	(SQ. FT.)
0.017	942	0.022	0	--
0.152	6,232	0.143	0	--
0.009	6,120	0.140	0	--
--	4,383	0.101	0	--
--	4,148	0.095	0	--
0.053	11,954	0.274	1,939	0.045
--	5,538	0.127	0	--
--	668	0.015	0	--
--	1,676	0.038	0	--
--	580	0.013	0	--
0.017	2,992	0.069	0	--

VT UTILITY MENT	TEMPORARY CONSTRUCTION EASEMENT		TEMPORARY DRIVEWAY EASEMENT	
	(AC.)	(SQ. FT.)	(AC.)	(SQ. FT.)
--	0	--	661	0.015
--	3,603	0.083	0	--
--	50	0.001	0	--
--	220	0.005	0	--
--	380	0.009	0	--
--	6,789	0.156	0	--
--	424	0.010	0	--
--	5,695	0.131	0	--
--	9,790	0.225	0	--
--	661	0.015	0	--
--	2,339	0.054	0	--
--	290	0.007	437	0.010
--	775	0.018	483	0.011
--	292	0.007	0	--
0.006	2,201	0.051	1,150	0.026
--	0	--	462	0.011
0.002	0	--	463	0.011
0.000	417	0.010	480	0.011
--	0	--	589	0.014
0.004	211	0.005	541	0.012
0.006	497	0.011	0	--

VT UTILITY MENT	TEMPORARY CONSTRUCTION EASEMENT		TEMPORARY DRIVEWAY EASEMENT	
	(AC.)	(SQ. FT.)	(AC.)	(SQ. FT.)
--	3,071	0.071	4,460	0.102
--	2,977	0.068	26,992	0.620
--	14,968	0.344	0	--
0.006	487	0.011	0	--
0.001	1,200	0.028	960	0.022
--	0	--	1,200	0.028
--	325	0.007	325	0.007
--	416	0.010	234	0.005
--	390	0.009	260	0.006
--	0	--	170	0.004
--	259	0.006	0	--
--	734	0.017	0	--
--	300	0.007	0	--
--	200	0.005	0	--
--	200	0.005	0	--
--	200	0.005	0	--
--	300	0.007	0	--
--	0	--	1,480	0.034
--	200	0.005	0	--
--	228	0.005	0	--
--	920	0.021	0	--
0.004	228	0.005	0	--
--	300	0.007	0	--
--	700	0.016	0	--
--	140	0.003	0	--

VT UTILITY MENT	TEMPORARY CONSTRUCTION EASEMENT		TEMPORARY DRIVEWAY EASEMENT	
	(AC.)	(SQ. FT.)	(AC.)	(SQ. FT.)
0.014	0	--	0	--

VT UTILITY MENT	TEMPORARY CONSTRUCTION EASEMENT		TEMPORARY DRIVEWAY EASEMENT	
	(AC.)	(SQ. FT.)	(AC.)	(SQ. FT.)
--	0	--	2,320	0.053
--	0	--	5,858	0.134
--	8,277	0.190	0	--

--	6,325	0.145	0	--
----	-------	-------	---	----

VT UTILITY MENT	TEMPORARY CONSTRUCTION EASEMENT		TEMPORARY DRIVEWAY EASEMENT		
	(AC.)	(SQ. FT.)	(AC.)	(SQ. FT.)	(AC.)
--	0	--	0	--	--
--	6,051	0.139	0	--	--
--	7,025	0.161	0	--	--
--	9,443	0.217	0	--	--
--	2,815	0.065	0	--	--
--	1,875	0.043	0	--	--

Total Document Count:
OU Document Count:

Document
Count Per
Property

2
3
2
1
1
4
1
1
1
1
3

2
1
1
1
1
2
2
1
2
2
1
2
2
1
4
1
3
4
1
4
3

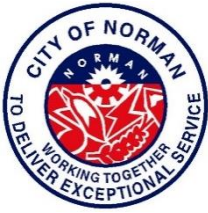
1

1
2
1
1
1
1

124
86

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1415-134: BY AND BETWEEN THE CITY OF NORMAN AND MESHEK AND ASSOCIATES, FOR THE LOWER IMHOFF CREEK STABILIZATION PROJECT AND APPROVAL OF THE FUND TRANSFER AS DETAILED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/27/2024

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-1415-134: BY AND BETWEEN THE CITY OF NORMAN AND MESHEK AND ASSOCIATES, FOR THE LOWER IMHOFF CREEK STABILIZATION PROJECT AND APPROVAL OF THE FUND TRANSFER AS DETAILED IN THE STAFF REPORT.

BACKGROUND:

In November 2009, the City of Norman approved a Storm Water Master Plan (SWMP) developed by PBS&J, focusing on watershed delineation, stream restoration needs, and concept designs. The SWMP highlighted Imhoff Creek as a significant problem area, especially the Lower Imhoff Creek section between Lindsey Street and its confluence with the Canadian River, which is designated in the SWMP as Project IC-2. This section of Imhoff Creek faces severe bank erosion along both banks, causing property damage and threatening infrastructure like the Imhoff Road Bridge.

In response, on June 9, 2015, the City Council approved Contract K-1415-134 with Meshek & Associates, LLC, for \$143,000. This contract aimed to explore methods to address the issues highlighted in the SWMP, including data collection, hydrologic and hydraulic modeling, an ecological inventory, and development of stream restoration alternatives and recommendations.

On June 30, 2017, Meshek and Associates submitted the Lower Imhoff Creek Study Final Report. On July 11, 2017, City staff and Brandon Claborn, Principal Engineer for Meshek and Associates, presented the findings of this report to City Council. The report recommended a 5-year Monitoring Plan, staff training for maintenance, and two-phased stream mitigation improvements. Phase 1 would begin at Imhoff Road and ended approximately 1200 feet (1/4 mile) downstream of Imhoff Road, with an estimated cost of \$3,150,300. Phase 2 would begin upstream of Imhoff Road and end approximately 2000 feet (1/3 mile) upstream with an estimated cost of \$4,721,425. On August 8, 2017, Council approved Resolution R-1718-21 accepting the Lower Imhoff Creek Study Final Report.

Construction of the stream mitigation improvements were divided into two phases due to the cost to construct the entire project at one time. Meshek and Associates recommended that Phase I of the improvements be addressed first because the greatest impact to existing infrastructure can be found in this area, including potential impacts to Imhoff Road bridge and several sewer lines. Homes on the east side of the Phase 1 project area are also located closer to the streambank than those in the Phase 2 project area.

On April 27, 2021, City Council approved Amendment 1 to Contract K-1415-134 with Meshek and Associates in the amount of \$383,647 for a total contract amount of \$526,647 for engineering design services for Phase 1 including Federal Emergency Management Agency (FEMA) grant application preparation, hydrologic and hydraulic modeling, an erosion control workshop, and final construction plans and bid documents.

Due to the importance of this project, Council allocated \$550,000 per year for seven years beginning with the fiscal year 2021/2022 budget. On June 28, 2022, Council appropriated \$3,000,000 of American Rescue Plan Act (ARPA) entitlement funds to address the stormwater and streambank erosion problems on Lower Imhoff Creek.

With these allocations, design for Phase 1 is underway with 90% plans completed and paid for through Amendment 1 to Contract K-1415-134. Given the estimated costs of construction for each phase of this project and the limited funds available for stormwater projects in the City's Capital Fund, City staff has been pursuing alternate sources of funding beginning with Phase 1 in the form of a grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program (HMGP). One of the goals of HMGP is to support communities by facilitating large projects such as this one. As part of the amendment, City staff worked with Meshek and Associates to complete an application for HMGP funding for Phase 1 of construction costs and reimbursement of design costs associated with this project. The fiscal year 2020-2021 (FY 2021) HMGP provides Federal funds only for reimbursement of project costs that have already been incurred as a result of work completed in accordance with the Scope of Work. Not all project costs will be reimbursed with HMGP funds because a non-Federal funding match is required. Council approved Resolution R-2122-134 on June 28, 2022 authorizing City Staff to apply for this HMGP.

In November 2023, the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) officially informed the City of the grant award in the amount of \$383,647 for Design of Phase 1 as well as an additional \$19,065 for sub-recipient management costs (MC) for a total of \$402,712.

The grant for Phase 1 fell under the Consolidated Appropriations Act of 2022, which granted a minimum of 90% federal cost share for an emergency or major disaster declared during or having an incident period between January 1, 2020 and December 31, 2021. This grant is divided into two phases. The first phase, Phase A, is design. Phase A has a total cost of \$383,647 with 90%

federal match funds of \$345,282.30 and a 10% local match of \$38,364.70. The total cost of Phase A has already been paid for by the City.

On December 12, 2023, City Council accepted the HMGP grant in the amount of \$402,712 for Phase A; design services for the Lower Imhoff Creek Stabilization Project.

Upon successful completion of Phase A (design), FEMA will decide whether or not to extend the grant to pay for the construction phase of the project (Phase B). Phase B would award grant money in the amount of \$3,391,354.19 being comprised of a 90% federal match in the amount of \$3,052,218.78 and a 10% local match in the amount of \$339,135.41.

DISCUSSION:

Phase 2 of the Lower Imhoff Creek Stabilization Project includes the design of bank stabilization of a 2000-foot area north of the Imhoff Road Bridge, as shown on the attached aerial photo. City Staff requested a scope and fee from Meshek and Associates as they have been involved since the project's inception.

Meshek and Associates is prepared to begin work immediately on this project after the Notice to Proceed is issued.

Meshek and Associates Scope of Services (detailed in the attachment) includes:

- Detailed Topographic Survey
- Environmental (404 permitting)
- Hydrology & Hydraulic Modeling
- Preparation of a Letter of Map Revision (LOMR)
- Geotechnical Report
- Preliminary Plans
- Final Construction Plans and Bid Documents
- Project Management
- Land Acquisition Services

The fee for these services is \$654,889.38 which includes \$390,789.38 for design services and a not-to-exceed amount of \$264,100 for Land Acquisition Services, and an estimated completion within approximately 12 months. The fee is 13.8% of the estimated construction cost. Industry standard for construction design is 10% to 15% of the estimated total cost of construction. If awarded, funds exist in the form of ARPA funds in the Special Grants Fund, Imhoff Creek Stabilization, Design (Account 22595303-46201; Project DR0062) for \$390,789.38 and in Imhoff Creek Stabilization, Land (Account 22595303-46001) for \$264,100.

Construction can commence upon completion of the designs, acquisition of necessary rights-of-way, and issuance of any and all appropriate permits.

RECOMMENDATION:

Staff recommends approval of Amendment 2 to Contract K-1415-134 between the City of Norman and Meshek and Associates for the design of Phase 2 of the Imhoff Creek Stabilization Project in the amount of \$654,889.38.

AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 2 to Contract No. K-1415-134 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter "OWNER") and Meshek and Associates, (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1415-134 on June 9, 2015, pursuant to which CONSULTANT was to provide professional services, including: Hydraulic and Hydrologic Study in connection with the Lower Imhoff Bank Stabilization ("Project").

WHEREAS, Contract No. K-1415-134 was for a total amount of ONE HUNDRED FORTY-THREE THOUSAND AND 00/100 DOLLARS (**\$143,000.00**).

WHEREAS, Amendment 1 to Contract K-1415-134 supplemented the scope and increased the cost in the amount of THREE HUNDRED EIGHT-THREE THOUSAND SIX HUNDER FORTY-SEVEN DOLLARS (**\$383,647.00**).

WHEREAS, OWNER requires various additional services from CONSULTANT, necessitating an amendment to Contract No. K-1415-134, which supplements the scope, cost, and Project schedule of K-1415-134; and

NOW, THEREFORE, the parties desire to amend Contract K-1415-134 as follows:

- I. The Project shall be amended to add and supplement CONSULTANT'S provision of the professional services under the contract to also include those professional services described in the attached "Imhoff Creek Bank Stabilization, Phase 2" dated January 12, 2024 (attached hereto as **Attachment A** hereto, hereafter "Amendment 2 Services");
- II. The Amendment 2 Services shall be provided at a total additional cost of SIX HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND THIRTY-EIGHT CENTS (**\$654,889.38**) as set forth in **Attachment A**, for a new total contract amount of ONE MILLION ONE HUNDRED EIGHTY-ONE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND THIRTY-EIGHT CENTS (**\$1,181,536.38**);

Contract K-1415-134 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-1415-134 shall remain in full force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement.

DATED this ____ day of _____, 2024.

**CITY OF NORMAN, OKLAHOMA
("OWNER")**

By: _____
Mayor Larry Heikkila

ATTEST:

By: _____
Brenda Hall, City Clerk

Approved as to form and legality this ____ day of _____, 2024.

City Attorney

**Meshek and Associates
("CONSULTANT")**

By: Brandon Claborn
Name: Brandon Claborn
Title: CEO

ATTEST:

By: Michael Couch - Michael Couch
Title: GFS Manager / Principal

Signatory Notarization

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Brandon Claborn
of the Meshek & Associates, LLC, its CEO,
to me known to be the identical person(s) who executed the foregoing
Amnd No 2 to K-1415-134 and acknowledged to me that they executed the
same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 13th day of February, 2024.

My Commission Expires: 06/15/2027

Notary Public: Erin Seebek



January 12, 2024

Jason Murphy
Stormwater Program Manager
201 West Gray
Building A
Norman, OK 73069

RE: Imhoff Creek Bank Stabilization, Phase 2 (North of Imhoff Road, revised fee)

Dear Mr. Murphy,

Thank you for the opportunity to provide a revised fee proposal for the Imhoff Creek Bank Stabilization Project. I have made changes to the fees based upon the rate schedule updates for Meshek and our subconsultants for Fiscal Year 2024. I have not made any changes to the scope of the work.

With this fee proposal letter, I am including a Conceptual Cost Estimate and Project Scope of Services outlining the proposed work. The following is a summary of our fee proposal:

1. Services:

- Refer to **Exhibit B** for detailed description of services provided by Meshek
- Refer to **Exhibit C** for detailed descriptions of services provided by Wood.

a. **DESIGN:**

- i. **Project Management:** \$ 51,260.00
 - General Project Management
 - Progress Meetings (16 with Client)
 - Project Meetings (12 with Design Team)
 - Cost Estimating (Updated per Submittal Phase)
 - Quality Assurance/Quality Control (QA/QC)
- ii. **Survey:** \$ 28,402.50
 - Travel
 - Control/Section/Boundary
 - Field Work/LiDAR/Ground Survey
 - Staking
- iii. **Utility Locates** \$ 14,112.00
 - Elec. Locate - 4 Way Swp, 50-ft each side of Crk, 2300 LF
 - **Option** to Pot Hole: 40 Count @ \$348/ea, 6-ft depth. (~\$10,416.00)
 - Includes survey provided by Sidewinder
- iv. **Environmental (Blackbird):** \$ 6,621.88
 - Environmental Permitting for 404 compliance.
 - Clean Water Act, Section 404 Individual Permit application.
 - The permit application will require a comprehensive mitigation plan and an evaluation of direct and indirect impacts. The mitigation plan will present the proposed mitigation associated with the fill activity. This scope of work also includes resolution of general comments provided during the public comment period. Any additional documentation required for this project will be presented to the client and an additional proposal will be prepared.
- v. **Geotechnical:** \$ 26,250.00
 - 1 Boring to approximately 40-ft
 - Standard Penetration Tests
 - Dynamic Cone Penetration Tests
 - Laboratory Testing & Report

- vi. **Hydrology & Hydraulics:** \$ 71,900.00
- LOMR Preparation & Management-Wood
 - LOMR Review (application & supporting information)-Meshek
- vii. **Design Services:** \$ 165,160.00
- Plan-In-Hand Design (30%)
 - Preliminary Design (60%)
 - Preliminary Structural Engineering Design & Details
 - Preliminary Plan Set
 - Final Design (90%)
 - Structural Engineering Design & Details
 - Design Plan Set
 - Submittal Design (100%/Final)
 - Final Design Plan Set
- viii. **Construction Services:** \$ 27,083.00
- Bid Documents & Bidding
 - Bid Document Preparation
 - Pre-Bid Meeting
 - Bid Opening & Contract Recommendations
 - Construction Project Management
 - Mileage
 - Pre-Construction Meeting
 - Monthly Progress Meetings
 - Final Inspection & Closeout

DESIGN FEE: \$ 390,789.38

b. **REAL ESTATE:**

- i. **Right-of-Way Exhibits & Staking (Survey)** \$ 16,950.00
- Exhibit Production
 - Write Legal Descriptions
 - Property research Coordination with Survey
- ii. **Real Estate Services:** \$ 230,000.00
- Title Investigation
 - Appraisals
 - Appraisal Review
 - Negotiation Services
- iii. **Other Direct Costs:** \$ 17,150.00
- Filing Fees
 - Filing Fee for Mortgage Release/Consent to Easement
 - Mortgage Release/Consent to Easement

REAL ESTATE FEE: \$ 264,100.00

**Assumed 25 lots/to be billed on a per lot basis.*

c. **COMBINED FEE:**

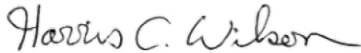
- i. **DESIGN:** \$ 390,789.38
- ii. **REAL ESTATE:** \$ 264,100.00
- iii. **TOTAL:** \$ 654,889.38

2. Conceptual Cost Estimate:

- Conceptual Cost Estimate: (Exhibit A) \$ 4,721,425.00

Fees will be invoiced on a monthly percent complete basis. If you have any questions or need additional information, please do not hesitate to contact me:

Sincerely,



Harris C. Wilson, PE
Design Project Manager
Meshek & Associates, LLC

Cell: 405-229-3260

Email: hwilson@meshekengr.com

EXHIBIT A
CONCEPTUAL COST ESTIMATE

CITY OF NORMAN - IMHOFF CREEK BANK STABILIZATION					
CONCEPTUAL COST ESTIMATE					
PHASE 2 (SEE MAP)					
Item #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	OPTION 2 - REVERSE GABION (PARTIAL HEIGHT)	LF	287	\$1,487.38	\$426,878.06
2	OPTION 3 - TYPICAL GABION (PARTIAL HEIGHT)	LF	679	\$2,475.14	\$1,680,620.06
2	OPTION 4 - ROCK TOE DESIGN	LF	705	\$177.00	\$124,785.00
3	CROSS VANES	EA	3	\$46,440.00	\$139,320.00
4	SHEET PILE DROP STRUCTURE	EA	1	\$164,250.00	\$164,250.00
5	PERMANENT EASEMENTS	LSUM	1	\$100,000.00	\$100,000.00
6	TEMPORARY EASEMENTS	LSUM	1	\$50,000.00	\$50,000.00
7	CONSTRUCTION EASEMENTS	LSUM	1	\$300,000.00	\$300,000.00
8	DAMAGES	LSUM	1	\$50,000.00	\$50,000.00
9	CONDEMNATION	LSUM	1	\$100,000.00	\$100,000.00
10	OTHER COSTS (SEE REPORT)	LSUM	1	\$400,000.00	\$400,000.00
				Sub-Total	\$3,535,853.12
YEARS 2017 to 2022			CUMULATIVE INFLATION	8.53%	\$301,608.27
			CONTINGENCY	25.00%	\$883,963.28
				SUB TOTAL 1	\$4,721,424.67
				GRAND TOTAL	\$4,721,424.67

EXHIBIT B
PROJECT SCOPE OF SERVICES

Project Scope of Services

The project scope of services is outlined below. Meshek & Associates, LLC (Meshek) will provide the primary project management services role in the development of the construction plans. Wood Environment & Infrastructure Solutions Inc. (Wood) will provide professional services for the design and construction of the retaining wall structures as outlined in their scope of services. The outline of services is as follows:

Wood's Scope of Services: Refer to Exhibit C**Project Scope of Services Outline**

- A. Project Management Service and Coordination,
 - a. Meshek will provide local Project Management coordination with the Design Team elements and City Staff.
- B. Site Investigation, Project Review, & Planning
 - a. Onsite meeting and walk through with project principles.
 - Observe current conditions and document changes to the stream and properties bordering the project.
 - Engage with River Research & Design expertise to develop embankment stabilization strategies to employ in design and construction.
- C. Survey: Topographical using Aerial LiDAR & Ground based GPS data collection.
 - a. Refer to attached proposal from Meshek's survey department.
 - b. Survey includes **\$14,400** to support Real Estate Acquisition.
 - c. The proposal **does not** include a topographic survey of the As-Built condition.
- D. 404 Permitting (Coordination with Blackbird Environmental & Army Corps of Engineers),
 - a. An Individual Permit is anticipated for this project.
- E. Geotechnical Investigation & Analysis
 - a. Wood Environmental & Infrastructure Solutions
 - Provide boring to 40-ft approximate depth
 - Standard Penetration Tests
 - Dynamic Cone Penetration Tests (up to 3)
 - Laboratory Testing & Report
- F. Hydrology & Hydraulics
 - a. Wood Environmental & Infrastructure Solutions
 - Existing Conditions Hydraulics
 - Hydraulic Scenario Modeling
 - Proposed Conditions
 - Scour Analysis
 - LOMR
 - Streambank Erosion Analysis
 - b. Meshek
 - LOMR application review & QA/QC
- G. Design Services
 - a. Preliminary Design (60%)
 - Wood Environmental & Infrastructure Solutions
 - Wall/Embankment Stabilization Design
 - Cross Vane Design/Sheet Pile Wall Drop Structure (North End)
 - Meshek
 - Plan Set Development
 - Plan Review (QA/QC)
 - Cost Estimating
 - b. Final Design (90%)

- Wood Environmental & Infrastructure Solutions
 - Wall/Embankment Stabilization Design
 - Cross Vane Design/Sheet Pile Wall Drop Structure (North End)
 - Special Details
- Meshek
 - Plan Set Revisions & Final Design
 - Plan Review (QA/QC)
 - Cost Estimating
 - Special Details
- c. Submittal Design (100%)
 - Wood Environmental & Infrastructure Solutions
 - Wall/Embankment Stabilization Final Design
 - Cross Vane Design/Sheet Pile Wall Drop Structure (North End)
 - Special Details
 - Meshek
 - Plan Set Final Design
 - Plan Review (QA/QC)
 - Cost Estimating
 - Special Details
- H. Construction Services
 - a. Bid Document Preparation & Bidding
 - Pre-Bid Meeting
 - Respond to RFI's
 - Bid Opening & Contract Recommendations
 - Bid Document Preparation
 - b. Construction Project Management
 - Pre-Construction Meeting
 - On Site Meetings, Construction Progress
 - Final Inspection & Closeout.

Design Approach (60% & 90%)

- A. The project lead will provide general organization for the project
- B. Members of the team will attend an onsite meeting and walk through to document the existing conditions and changes to the channel
- C. Coordinate with Blackbird Environmental to facilitate the 404-permitting process
- D. Coordinate with Wood and the City on LOMR development, submittal, and approval
- E. Coordinate with Wood for Geotech site investigation and report
- F. Coordinate with Meshek's survey team to develop topographic data collection
- G. Coordinate and prepare the Engineering plan set for submittal to the City
 - a. Plans for review will be provided at the 60%, 90%, and Final plan stages
 - b. Plans will be transmitted to the City for review in PDF format
- H. Coordinate and Prepare the construction cost estimate
- I. Specifications (may be included on plans)
 - a. 2019 ODOT Standard Specifications (As applicable)
 - b. Structural Specifications provided on plans.
 - c. General specifications not covered by ODOT standards will be developed separately.
- J. Submit to City for review
 - a. Plan review will be conducted with City staff
 - b. Wood may attend via conference call

Final Design

- A. Prepare Final documents for submittal to the City
- B. Final cost estimate
- C. Provide Quality Assurance/Quality Control Review
- D. Review documents with City
- E. Prepare final documents for bidding

Design Schedule

A detailed schedule will be prepared in consultation with the Client at the start of the project. The schedule will include significant benchmarks. Benchmarks will include the following:

- Topographic Survey
- Geotechnical Investigation
- 404 Permitting (Individual Permit)
- LOMR preparation
- Structural Engineering Design
- 60%, 90%, and Final Plan submittals
- Cost Estimate Development.

Construction Administration Phase Services

- A. Pre-construction conference
- B. Issue clarification/change/field orders/coordinate with the contractor/const. engineering
- C. Coordinate the review of shop drawings associated with construction activities
- D. Prepare and process construction pay estimates and make recommendations for each
- E. Review and make comments on the contractor's proposed construction schedules
- F. Coordinate with City staff during construction
- G. Conduct pre-final inspection with the contractor and prepare the necessary punch lists for distribution.
- H. Verify punch list items have been completed with City staff

EXHIBIT C
SCHEDULE CHART

IMHOFF CREEK AMENDMENT 2 SCHEDULE														
Tasks by Months		1	2	3	4	5	6	7	8	9	10	11	12	13-24
Field Work	SURVEY (Phase 2)													
	UTILITY LOCATES (Sidewinder)													
	GEOTECHNICAL INVESTIGATION													
	ENVIRONMENTAL (Blackbird)	INDIVIDUAL PERMIT							POSSIBLE ADDITIONAL TIME FOR THIS SECTION					
Design Work	HYDROLOGY & HYDRAULICS													
	STRUCTURAL DESIGN													
	DESIGN SERVICES, 30%													
	DESIGN SERVICES, 60%													
	DESIGN SERVICES, 90%													
	DESIGN SERVICES, 100%													
Real Estate Services	REAL ESTATE SERVICES													
	RIGHT OF WAY EXHIBITS & STAKING													
Construcion	CONSTRUCTION SERVICES, PHASE 2													

Indicates Partial Time Frame: 

EXHIBIT D
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS INC.
PROPOSAL & SCOPE OF SERVICES

WOOD SCOPE OF SERVICES Imhoff Creek Bank Stabilization Project – Phase 2

PROJECT INFORMATION

We understand that the project consists of installing streambank stabilization systems along Imhoff Creek, upstream of Imhoff Road to minimize risk of further erosion. A permanent gabion basket retaining wall system, rock toe and steel sheet pile drop structures / cross vanes will be used in conjunction with other civil design features.

We based the geo-structural design services proposed herein on the items referenced below, which include:

- *Lower Imhoff Creek Hydraulic & Hydrologic Study Project, Norman, Oklahoma* dated June 2017 and prepared by Meshek & Associates, LLC and Wood (formally Amec Foster Wheeler).

From the above information, we present the following design input parameters:

Document Number (from above)	Relevant Design Input Parameter(s):
1	<ul style="list-style-type: none"> • Subsurface Conditions (Grab Samples 1A, 1B, 1C, 2A, 2B, 2C, 3A & 3B) • Stratum 1 <ul style="list-style-type: none"> • Up to 15 feet below ground surface (bgs) • Silty clay, clayey sand, low plasticity • Pocket penetrometer test = 1.5 to 2.2 tons per square foot (tsf) • Stratum 2 <ul style="list-style-type: none"> • Greater than 15 feet bgs • Lean clay, low plasticity • Pocket penetrometer test = 1.5 to 4.5 tsf • Creek Elevation = varies approximately from EL 1089.2 ft to EL 1094.3 ft
1	<ul style="list-style-type: none"> • Option 1 Gabion Wall Limits <ul style="list-style-type: none"> • Approximate supported height = ± 27 feet • Approximate length of wall = ± 1,100 feet • Sheet Pile Wall Drop Structure Limits <ul style="list-style-type: none"> • Approximate supported height = ± 15 feet • Approximate length of wall = ± 50 feet

PROJECT SCHEDULE

PROJECT PHASE	Timeline
400 – Geotechnical Investigation and Analysis	Refer to Schedule provided by Meshek
500 – Hydrological & Hydraulic Analysis	
700 – Preliminary Engineering & Design (60%)	
800 – Preliminary Engineering & Design (90%)	
900 – Final Engineering & Design	

SCOPE OF SERVICES

Wood shall provide the following services (Scope of Services) to Meshek & Associates for the Project:

PHASE 100 – PROJECT MANAGEMENT

Project management is responsible for genal project management, progress and project meetings to discuss the project internally and externally.

Task 101: General Project Management

Project management is responsible for coordination of the various disciplines that have involvement in the project, tracking of work completion, maintenance of project schedule, and project management updates. Wood will assist with preparing a detailed schedule with Client review and input that includes significant benchmarks. Benchmarks to include geotechnical investigation and analysis, hydrological and hydraulic analysis, progress structural engineering and designs, and preliminary cost estimates.

Task 102: Progress Meetings

Key members of the team will meet with the CLIENT monthly as necessary to discuss the project. Progress meetings including the project team will be held after various stages to discuss the project status, critical milestones, review progress submittals and design issues.

- Project kick-off meeting
- Preliminary geotechnical analysis and design review meeting
- Preliminary 60% Design Review Meeting - Submit PDF's of the preliminary structural design plans, profile, and cross-sections.
- Preliminary 90% Design Review Meeting - Submit PDF's of the preliminary structural design plans, profile, and cross-sections.
- FEMA LOMR Comment Review Meeting – Submit PDF's of the FEMA review comments received from the LOMR application and supporting H&H modelling information reviews.
- Final Review Meeting – Submit PDF's of the final design documents and opinion of probable cost for the levee project

Task 103: Project Meetings

Project meetings including the project team will be held with the appropriate agencies and groups to discuss the design and timeline of the project.

- Client Meetings - Conduct review meetings with the Client regarding the project design and timeline, specifically regarding the LOMR application process.

Task 104: Cost Estimating

Wood will also prepare a conceptual cost for the structural and stabilization portion of the project utilizing the preliminary design information with an appropriate contingency given the level of design detail.

Task 105: QC/QA

Formal quality assurance and quality control (QA/QC) reviews will be conducted in parallel to client reviews, specifically at the 90% completion stage and prior to issuance of final design documents. Independent QA/QC reviews will be performed by a senior staff member of Wood for each deliverable.

PHASE 400 - GEOTECHNICAL INVESTIGATION AND ANALYSISTask 401: Geotechnical Services

We understand that the project consists of a stream bank restoration over a distance of approximately 2,000 feet, north of Imhoff Road in Norman, Oklahoma. The stream banks are between 20 and 30 feet tall and are nearly vertical. Based on our understanding of the project, we propose to perform the following tasks:

- We propose to perform one (1) geotechnical boring at the site with an approximate depth of 40 feet. Should refusal be encountered, we will core/advance the hole a maximum of an additional 10 feet beyond the refusal depth encountered. We will have a professional staff member on-site to establish the boring location in the field by measuring distances from existing features and using a handheld GPS unit.
- Our staff member will remain on-site to direct our drilling subcontractor and document sampling operations. We plan to have our subcontractor utilize a truck-mounted drill rig to perform the drilling. Our subcontractor will collect relatively “disturbed” soil samples at selected intervals by performing standard penetration tests (SPT) in general accordance with ASTM D1586. Additionally, we will attempt to obtain relatively undisturbed samples with thin wall (Shelby) tubes from predetermined depths at selected borings in general accordance with ASTM D1587, if we encounter fine-grained soil. Upon completion, we will check each hollow stem auger boring for groundwater level. All boreholes will be backfilled with soil cuttings.
- Perform a site walk to observe the site conditions. During the site walk we will collect grab samples of the bank materials to return to our geotechnical laboratory for testing.
- As field locations may allow, and coordinate with proposed gabion wall locations, our field staff may perform up to three (3) dynamic cone penetration (DCP) tests at the toe of existing embankments/proposed walls within the creek bottom. The DCP will be performed in accordance with ASTM D6951 and will measure the insitu material resistance to penetration.
- Perform laboratory testing on select soil samples collected during the site walk. The purpose of the testing will be to provide us with a better understanding of the material types. Laboratory testing of grab samples will include grain size analyses, moisture content tests, and Atterberg limit determinations. Engineering properties, such as strength data, cannot be performed on the grab samples. If we are able to collect undisturbed samples from hand auger borings, then we will attempt to perform direct shear tests for estimating in-site strengths.

PHASE 500 – HYDROLOGICAL & HYDRAULIC ANALYSIS

The proposed project area is located within an effective Zone AE Floodway of Imhoff Creek. Hydrology and hydraulic analyses were performed as part of a conceptual design phase of this project along with supplemental topographic data collection. Given that the proposed project is within the effective Zone AE Floodway it is anticipated that a “no-rise” condition will not be met which would then require a CLOMR Application to FEMA. The extents of this analyses will be limited to Phase I design services including those conceptual design alternatives downstream of Imhoff Road along Imhoff Creek.

Task 501: Existing Conditions Hydraulics

Wood will produce an existing condition, duplicate, and corrected effective models for Imhoff Creek based on the effective Zone AE Study as well as the latest hydrology and hydraulics study from the conceptual phase of this project. Survey and topographic data collected as part of this project will be incorporated as well as any refinements to the cross-section placement and geometry of the HEC-RAS Model. The corrected effective hydraulic models will be the basis for which floodplain impacts will be measured based on the final proposed conditions model.

Task 502: Hydraulic Scenario Modeling

Wood will perform up to two (2) intermediate iterations of the proposed conditions as part of changes or alterations to the design services. It is anticipated that these changes would include grade control structures along Imhoff Creek including 3 to 4 cross vanes and drop structures located upstream of Imhoff Road as well as gabion walls and rock toe protection structures along the Imhoff Creek bank.

Task 503: Proposed Conditions

Upon selection of the final design alternatives Wood will produce a final proposed conditions model for the Phase 2 design study reach. It is anticipated that the final design will be limited to drop structures, grade control structures, rock toe protection and bank stabilization reverse gabion wall designs along Imhoff Creek and upstream of Imhoff Road.

Task 504: Scour Analysis

Wood will perform basic scour analyses using the proposed conditions hydraulic model to support design of the proposed improvements including channel velocities and shear stress.

Task 505: LOMR

It is anticipated that the proposed improvements will not meet the definition of a “no-rise” and will therefore require a CLOMR prior to construction, which has been included in Phase 1. After construction of the project, Wood will prepare the FEMA LOMR Application based on Phase I and Phase 2 design improvements. The following highlights those requirements of the LOMR as well as the party responsible for providing the material.

CLOMR Application Items	Responsible Party
MT-2 Application Forms 1-3, Section E (Overview & Concurrence, Riverine H&H, Riverine Structure)	Wood
Effective FIRM Panel Development	Wood
Proposed FIRM Panel/DFIRM/FIS	Wood
Subdivision Plat Map	Meshek
Property Deed	Meshek
Tax Assessor’s Map	Meshek

CLOMR Application Items	Responsible Party
Elevation Form	Meshek
Community Acknowledgement Form	Wood
Documented Endangered Species Act (ESA)	Meshek
Metes & Bounds Description	Meshek
Public Notification*	Wood / City of Norman
LOMR Fee**	City of Norman
*Wood to provide letter and newspaper article templates in collaboration with City of Norman for public notification.	
**Assume LOMR Based on New Hydrology, Bridge, Culvert, Channel, or Combination Thereof – \$8,250 fee for application and submittal is included in cost estimate as a recoverable expense.	

It is assumed that Meshek will provide Wood with any responsible LOMR application items per the above table. Wood will then submit the LOMR application and supporting documentation to Meshek & City of Norman for review. Once approved then Wood will submit the LOMR application, supporting documentation, and fee to FEMA and address comments.

Task 506: Streambank Erosion Analysis upstream of Imhoff Road

The above mentioned scour analysis, stream flow velocities, shear stress characteristics, historical rate of erosion, and channel thalweg evaluation will be utilized to predict annual rate of erosion and impacts to critical infrastructure, building foundations, and other high value items. The report will include a goespatial analysis to determine the structures impacted by erosion for the life expectancy of the respective assets.

PHASE 700 – PRELIMINARY ENGINEERING & DESIGN (60%)

Wood will prepare preliminary engineering documents for the structural components for the creek stabilization based on the geotechnical investigation and analysis completed in Phase 400. These plans will include stream centerline stationing, cross sections, structural details, and other details necessary to complete permitting and cost estimates.

Task 701: Gabion Wall Design

We propose to provide design services for a permanent gabion basket wall. We propose to analyze one (1) design section having stability requirements meeting those outlined in Table 4-1 of *EM 1110-2-2502 Retaining and Flood Walls*. We propose to perform our design in general accordance with applicable sections of the following:

- *EM 1110-2-2502 Retaining and Flood Walls, US Army Corps of Engineers (1994);*

Our design will address requirements for the following wall components:

- Minimum wire basket strength;
- Minimum wire basket wire size and coating;
- Minimum wire basket size;
- Minimum basket stone type and gradation;
- Minimum wall foundation thickness;
- Minimum wall foundation material;
- Minimum geotextile type;

Our proposed deliverables will include developing the following submittals for the **60% level** of design:

- Design memorandum summarizing the calculations of the permanent gabion wall system;

- Drawing consisting of the following, please note that we do not include as-builts, instrumentation/monitoring systems, contingency plans, pre- or post-condition surveys, or surface water management:
 - Technical notes associated with permanent gabion wall system construction and materials;
 - One design cross sections depicting material size and strength; and
 - Typical gabion-to-gabion connection detail;

Task 702: Sheet Pile Wall Drop Structure / Cross Vane Design

We propose to provide design services for a permanent driven sheet pile wall drop structure. We propose to analyze one (1) design sections having a static, global factor of safety of 1.5. We propose to perform our design in general accordance with applicable sections of the following:

- *EM 1110-2-2504 Design of Sheet Pile Walls, US Army Corps of Engineers (1994);*
- *EM 1110-2-1901 Seepage Analysis and Control for Dams, US Army Corps of Engineers (1993); and*
- *AISC Steel Construction Manual, 14th edition.*

Our design will address requirements for the following steel sheet pile components:

- Minimum steel sheet pile section and strength;
- Minimum sheet pile length (exposed and embedment length);

Our proposed deliverables will include developing the following submittals for the **60% level** of design:

- Design memorandum summarizing the calculations of the permanent steel sheet pile system;
- Drawing consisting of the following, please note that we do not include as-builts, instrumentation/monitoring systems, contingency plans, pre- or post-condition surveys, or surface water management:
 - Technical notes associated with permanent steel sheet piling construction and materials;
 - One design cross section depicting material size and strength.

PHASE 800 – PRELIMINARY ENGINEERING & DESIGN (90%)

Wood will update and progress the design, engineering and cost estimate of the items presented in Phase 700.

Task 801: Gabion Wall Design

Our proposed deliverables will include developing the following submittals for the **90% level** of design:

- Design memorandum summarizing the calculations of the permanent gabion wall system;
- Drawing consisting of the following, please note that we do not include as-builts, instrumentation/monitoring systems, contingency plans, pre- or post-condition surveys, or surface water management:
 - Technical notes associated with permanent gabion wall system construction and materials;
 - One design cross sections depicting material size and strength; and
 - Typical gabion-to-gabion connection detail;

Task 802: Sheet Pile Wall Drop Structure / Cross Vane Design

Our proposed deliverables will include developing the following submittals for the **90% level** of design:

- Design memorandum summarizing the calculations of the permanent steel sheet pile system;
- Drawing consisting of the following, please note that we do not include as-builts, instrumentation/monitoring systems, contingency plans, pre- or post-condition surveys, or surface water management:
 - Technical notes associated with permanent steel sheet piling construction and materials;
 - One design cross section depicting material size and strength.

PHASE 900 – FINAL ENGINEERING & DESIGN

Wood will update and progress the design, engineering and cost estimate of the items presented in Phase 800.

Task 901: Gabion Wall Design

Our proposed deliverables will include developing the following submittals for the IFB level of design:

- Design memorandum summarizing the calculations of the permanent gabion wall system;
- Drawing consisting of the following, please note that we do not include as-builts, instrumentation/monitoring systems, contingency plans, pre- or post-condition surveys, or surface water management:
 - Technical notes associated with permanent gabion wall system construction and materials;
 - One design cross sections depicting material size and strength; and
 - Typical gabion-to-gabion connection detail;

A Professional Engineer registered in the State of Oklahoma will seal the final submittal.

Task 902: Sheet Pile Wall Drop Structure / Cross Vane Design

Our proposed deliverables will include developing the following submittals for the IFB level of design:

- Design memorandum summarizing the calculations of the permanent steel sheet pile system;
- Drawing consisting of the following, please note that we do not include as-builts, instrumentation/monitoring systems, contingency plans, pre- or post-condition surveys, or surface water management:
 - Technical notes associated with permanent steel sheet piling construction and materials;
 - One design cross section depicting material size and strength.

A Professional Engineer registered in the State of Oklahoma will seal the final submittal.

ASSUMPTIONS

Additional assumptions used in developing this proposal are as follows:

- Information provided to Wood by others is accurate, complete, sufficient, and presented in an understandable format and can be relied upon by Wood. Effort associated with analysis of additional data is excluded;
- Environmental services are beyond the scope of this study. Additionally, our proposed scope of services does not address regulatory issues associated with storm water runoff, the identification and modification of regulated wetlands, or ground water recharge areas;
- We assume drill water for geotechnical boring may be obtained from Imhoff Creek.
- We assume Right-of-Entry (ROE) for geotechnical drilling on private property will be obtained by others.
- We assume no maintenance of traffic or flagging will be required for geotechnical boring operation.
- We will produce drawings will using AutoCAD;
- We will produce design calculations in standard Wood format;
- We will provide a portable document format (PDF) copy of all deliverables;
- We will respond to one set of comments from the client after our interim submittal. We assume the client's comments will also include Owner's Comments, if any. Further, we assume the client will provide all comments at one time to Wood for our consideration;
- Comments, other than clear deficiencies and errors in Wood's work, generated by any other parties can be resolved with minimal effort on Wood's part; and
- We assume delivery of the final, PDF submittal concludes all services included in our current design Fee Estimate.

EXCLUSIONS

Our fee does not include:

- Charges for time and expenses involved with meetings and site visits not specifically outlined above;
- Effort to perform site restoration at geotechnical boring location
- Effort needed to complete the design in light of requirements unknown to the CLIENT and/or Wood at the time this proposal was prepared;
- Effort to produce as-built drawings and turnover electronic drawings;
- Effort to perform a pre- and post-condition survey;
- Effort required to integrate Wood's work with other aspects of the project;
- Effort required to convert standard Wood drawings to some other format;
- Effort/fees associated with third-party review beyond Wood's internal Project Review Policy;
- Effort and fees associated with providing engineering services during construction;
- Site-civil engineering (including, but not limited to, site drainage and erosion control);
- Effort to determine and/or mitigate environmental issues;
- On-site construction observation, material testing or performance verification.
- Developing a Benefit Cost Analysis (BCA) for FEMA grant application.

Should Meshek and Associates, LLC request work in addition to the Scope of Services, Wood shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Wood shall not commence work on Optional Additional Services without Client's prior written approval.

Wood agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXHIBIT E
MESHEK SURVEY SCOPE

October 24, 2022

Mr. Jason Murphy
Stormwater Program Manager
201 West Gray
Building A
Norman, OK 73069

Imhoff Creek Bank Stabilization, Phase 2 Survey Fee Proposal

Dear Mr. Murphy:

Meshek & Associates, LLC, appreciates the opportunity to submit a proposal for Land Surveying Services. The scope of work is based on an approximately 100-foot strip following the alignment of Imhoff Creek north from Imhoff Road bridge approximately 2200-feet. The scope breakdown and fees are outlined as follows.

1. Control/Section/Boundary

- Set ground control on the Oklahoma State Plane South coordinate system
- Locate section corners and property corners in the field
- Determine and plot accurate locations of boundaries, platted lots, and easements in CAD base drawing

Fee: \$7,125.00

2. Field Work – Lidar and Ground Survey

- Lidar scan of site
- Locate stream edge of water, flowline, top of bank and toe
- Natural ground and breakline elevations
- Bridge structures in detail (Bridge apron, wing walls, utility crossings, deck & road)
- Drainage structures in detail (Storm sewer outfalls at creek and inlets)
- Roads and paving
- Fences, walls, building corners, and pertinent visible improvements. (Building proximity to the top of the stream bank is important.)
- Utilities as per field observation (manholes, inlets, electric and telephone pedestals, poles, etc.)
- Data processed and drafted in CAD base drawing

Fee: \$13,430.00

3. Staking

- Calculate property corners for field staking
- Monument necessary boundary and lot corners with 3/8" rebar pins, chiseled crosses, or magnetic nails where applicable, all marked with flagged stakes or marking paint depending on monument used

Fee: \$5,638.00

4. Travel

- Travel to the site (round trips from Tulsa Office)

Fee: \$472.00

SURVEY FEE: _____ \$ 26,665.00

Utility Verification

1. Utility Locates -Sidewinder

- This service provided by Sidewinder Utility Locators, LLC
- Utility location – 4-Way Sweep, 50-ft Ea. Side of Crk Bank for 2300 LF: \$1,942.50
- Pot Hole utilities (Optional) – 40 @ 6-ft deep: \$10,416.00

Fee: \$12,358.50

Right-of-Way Support

1. Right-of-Way Exhibits/Staking

- Write legal descriptions and produce exhibit drawings for temporary or permanent easements
- Monument and stake easements
- This fee billed on a per lot basis.

Fee: \$14,400.00

The estimated fees required to perform the services listed above is as follows:

Survey Fee: _____ \$26,665.00
Utility Verification: _____ \$12,358.50
Right of Way Support: _____ \$14,400.00

To be invoiced on a monthly basis.

Deliverables will include signed and sealed D size topographic drawing in PDF and an AutoCad DWG base file.

2000 N. Classen Blvd.
No. N150
OKC, OK 73106
[o] 405.594.0127
[f] 918.392.5621
meshekengr.com



Surveying will begin within approximately 5 business days of acceptance of receipt of signed agreement. Additional surveying services can be provided for an additional fee and will be negotiated as an addendum to the project.

If you have any questions or need additional information, please don't hesitate to contact me.

Sincerely,

Michael A. Royce, PLS
Survey Manager
Meshek & Associates, LLC
Office: 918-392-5620
Cell: 918-633-5263
Email: mroyce@meshekengr.com

EXHIBIT F
MESHEK RIGHT OF WAY SCOPE

Real Estate Services. Provide services to secure easements from property owners for project. It is assumed that an easement will be needed from each property adjoining the creek. Billing will occur on a per parcel instance as percent complete as described on the Exhibit A. Pass through costs will be billed as actual costs.

These services will include the following:

- 1) Title Investigation: Provide property reports. Either from an abstract company or secures the following from public records or other sources and compiles into a report.
 - a) The current owner's name(s) as they appear on the deed
 - b) Property description as written on deed
 - c) Book and page of the recorded deed or deeds
 - d) Date deed executed and filed
 - e) Type of deed
 - f) Consideration listed on deed
 - g) Monetary value of revenue stamps
 - h) Mortgages (description, amount, and signature pages), leases and recording data for each. (If there are not existing mortgages and/or leases, state this on the Title Investigator's report
 - i) All Public, Private Easements, Lis Pendens, Access Easements, and their recording data
 - j) Past owner for at least the 5-year period immediately preceding the title search or if beyond 5 years, until good title is found.
 - i) Good title is generally defined as warranted and defensible title. Quit Claim Deeds and other non-warranted deeds are not considered good title. If good title cannot be identified, the use of an approved title attorney, abstracting company or other well qualified individual may be suggested and would be billed as a pass-through cost.
- 2) Appraisals
 - a) Provide Appraisal Reports in accordance with Uniform Relocation Act (URA) & Uniform Standards of Professional Appraisal Practice (USPAP) guidelines.
- 3) Appraisal Reviews
 - a) Provide Appraisal Reports in accordance with URA & USPAP guidelines.
- 4) Negotiations services.
 - a) Offer preparation and securing documents preparation including:

- i) Offer Letter
- ii) Summary Statement
- iii) Easement Documents
- iv) Property Rights Brochure/or General Process Letter
- v) Accounting Forms to process payments
- vi) Mortgage information forms
 - (1) To obtain permission to discuss with mortgage companies
 - (2) Forms for release/consent to easement
- vii) Other forms may be added to the packet as requested by City.
- b) Meetings with landowners. Typical meetings would include:
 - i) Offer Presentation & Explanation of Project
 - ii) Negotiations
 - iii) Meetings to sign securing documents
 - iv) Meetings with tenants to obtain tenant releases & project explanation
- c) Coordination with mortgage companies to obtain mortgage releases or consent to easement.
 - i) See section 5, Other Direct Costs.
- d) Coordinate with City for payment to landowners
 - i) Deliver checks if on project site for other business
 - ii) Mail Certified
- e) File Easements and any applicable releases with County Clerk.
- f) Completed property PDF file delivered to City.
 - i) Contact log of all contacts
 - ii) Copies of all offer information
 - iii) Copies of all secured documentation
 - iv) Copies of correspondence related to property
- 5) Other Direct Costs. The costs associated with the following items will be invoiced at cost:
 - a) Filing fees (\$19.00 for first page + \$2.00 for each additional page)
 - i) Easements
 - ii) Mortgage release/consent to easement
 - b) Mortgage release/consent to easement application fees (tbd by each mortgage company)

- c) Mileage (current GSA rate)
- d) Postage Costs



Exhibit A

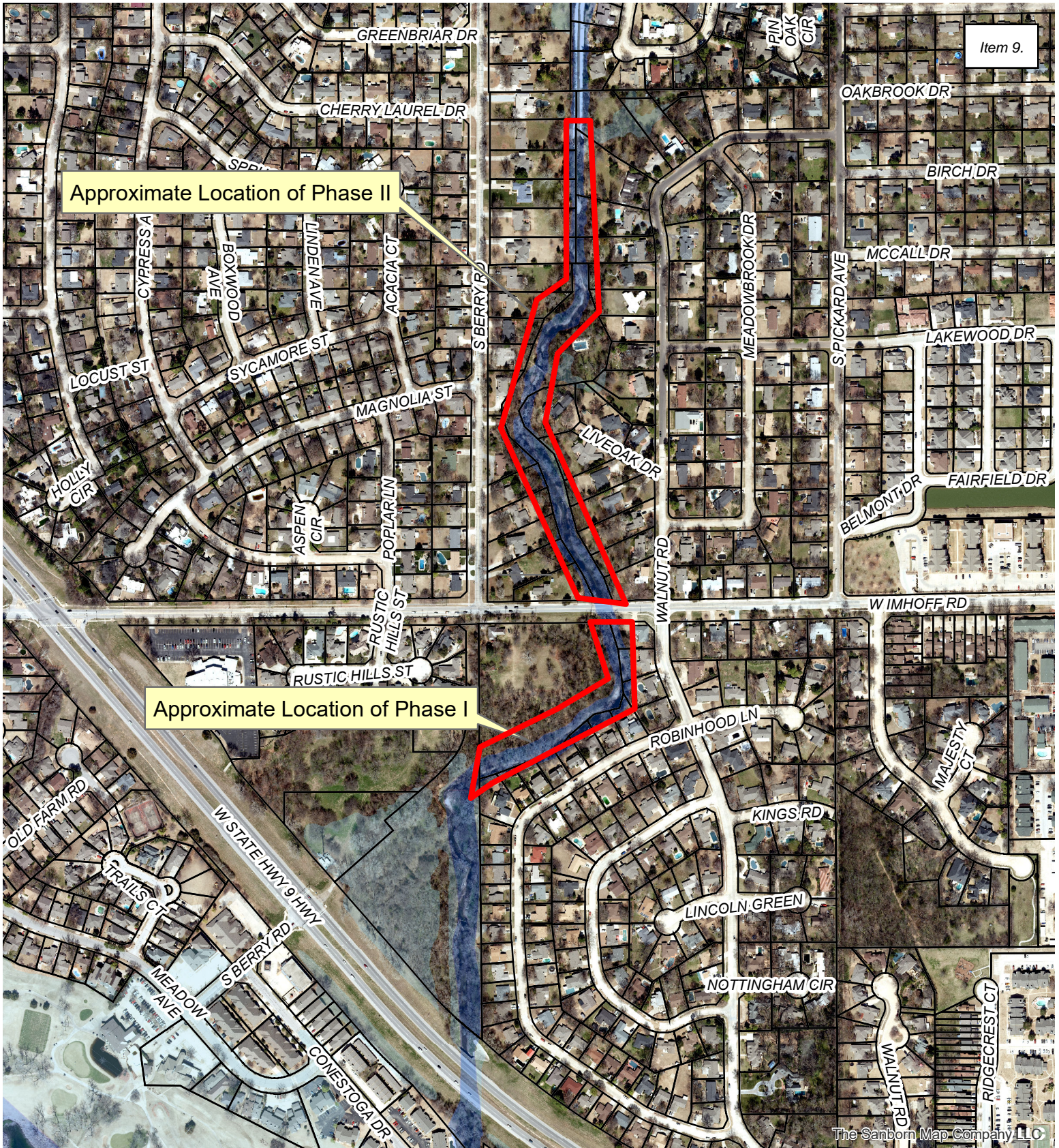
Description	Amount	Unit	Est Qty	Extended
Real Estate Services				
1 Title Investigation	\$600.00	Parcel	25	\$15,000.00
2 Appraisals*	\$3,500.00	Parcel	25	\$87,500.00
3 Appraisal Reviews*	\$1,100.00	Parcel	25	\$27,500.00
4 Acquisition Negotiation Services	\$4,000.00	Parcel	25	\$100,000.00
				Base Real Estate Services \$230,000.00
5 Other Direct Costs				
Filing Fees (based on 4 pages)	\$24.00	ea.	25	\$600.00
Filing Fee for Mortgage Release/Consent to Easement (based on 1 page with easement document)	\$2.00	ea.	25	\$50.00
Mortgage Release/Consent to Easement Application Fees (determined by Mortgage Company)	\$500.00	ea.	25	\$12,500.00
Mileage (assumed 1 trip per parcel - multiple parcels per trip)	\$150.00	ea.	25	\$3,750.00
Postage	\$10.00	ea.	25	\$250.00
				Other Direct Costs \$17,150.00

* The appraisal costs may be waived and a waiver valuation done in lieu. This cost would only be \$250/parcel. The proposed right-of-way/easements would have to result in a value of less than \$10,000.00 and be uncomplicated. If property is encumbered by mortgage, mortgage companies, typically also require an appraisal to prove no detrimental impact to the value of the property.

***Relocation services not included.

EXHIBIT G
MESHEK HOURLY BILLING RATE

Allowance for Office Work			
Project Principal II	\$ 325.00	GIS Project Principal	\$ 240.00
Project Principal I	\$ 300.00	GIS Project Manager II	\$ 230.00
Project Manager II	\$ 265.00	GIS Project Manager I	\$ 185.00
Project Manager I	\$ 190.00	GIS Specialist II	\$ 145.00
Project Engineer II	\$ 190.00	GIS Specialist I	\$ 115.00
Project Engineer I	\$ 135.00	GIS Analyst	\$ 110.00
Engineering Intern	\$ 130.00	GIS Technician	\$ 95.00
Engineering Technician II	\$ 125.00	GPS Field Technician	\$ 85.00
Engineering Technician I	\$ 100.00	ROW Project Manager II	\$ 230.00
CAD Designer	\$ 100.00	ROW Project Manager I	\$ 210.00
3 Man Survey Crew	\$ 315.00	Assistant ROW Project Manager	\$ 140.00
2 Man Survey Crew	\$ 215.00	Acquisition/Relocation Agent	\$ 120.00
Survey CAD Technician	\$ 95.00	Real Estate Trainee	\$ 90.00
Survey Crew Chief I	\$ 100.00	Planning/Grant Project Manager II	\$ 205.00
Survey Crew Chief II	\$ 130.00	Planning/Grant Project Manager I	\$ 170.00
Survey Crew Technician	\$ 85.00	Planner II	\$ 135.00
Survey Project Manager	\$ 205.00	Planner I	\$ 125.00
LiDAR Survey Crew	\$ 250.00	Contract Administrator	\$ 210.00
LiDAR Data Specialist	\$ 140.00	Administrative	\$ 115.00
Allowance for Travel			
Mileage	Billed at Current IRS Rate		
Per Diem	Billed at Current IRS Rate		
Per Diem	Billed at Current GSA Rate		
Reproduction Costs			
8-1/2"x11" print	\$ 0.15	Billed per page printed	
8-1/2"x14" print	\$ 0.20		
11"x17" print	\$ 0.30		
Black and White Plots	\$ 5.00		
Color Plot	\$ 8.00		
Mylars	\$ 13.00		
Miscellaneous Outside Expenses and Fees			
Outside Direct Project Expenses	Passthrough at Cost		
Subconsultant Services	Cost plus 5% management fee		






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

Lower Imhoff Creek Project Location



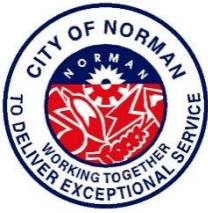
1 inch = 500 feet

Legend

-  Parcel
- Flood Hazard Zone**
-  1% Chance Floodpl
-  Floodway

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-92: BY AND BETWEEN THE CITY OF NORMAN AND PITZER'S LAWN MANAGEMENT INC., FOR EMERGENCY SNOW TREATMENT SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, AMENDMENT, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-92: BY AND BETWEEN THE CITY OF NORMAN AND PITZER'S LAWN MANAGEMENT INC., FOR EMERGENCY SNOW TREATMENT SERVICES.

BACKGROUND:

Winters in Oklahoma can be harsh and treacherous. When winter storms sweep through Norman, many City Staff must still provide services to the citizens of Norman, including Emergency services such as police, street crews, traffic crews, FEMA shelters and facility maintenance, and other essential services such as trash, bill pay, permits, and city governance. For years, Park Maintenance staff has cleared snow and ice from the City Hall complex, East Side Library, Central Library, Whittier, Irving, and 12th Street Recreation centers, The Train Depot, the Senior Center, and new additions such as the downtown transit center, Adult Wellness and Education center, and the Young Family Athletic Center. In recent years, Park Maintenance has relocated to North Base. Previously, at the North Base site, Line Maintenance staff would clear the road for the mechanic shops, fuel stations, transit facility, and CNG station to allow critical City Staff to function and provide transportation to the citizens in Norman.

Very recently, Line Maintenance has moved away from North Base to a new location on the east side of Norman. The relocation makes logistics difficult for Line Maintenance to continue to operate as the snow removal crew for North Base. Park Maintenance will assume the role of snow removal and clearing for North Base for emergency services, fuel, and transportation. This responsibility will stretch the staff's ability to clear, service, and maintain sidewalks and parking lots at these other locations at a safe and acceptable level during storms with high precipitation rates.

DISCUSSION:

Emergency action plans typically recommend having prepositioned agreements with more than one company if one is unresponsive or incapable of responding in a reasonable amount of time. These are stand-by agreements with no associated value. For bid purposes, City Staff requested unit pricing for person-hours and equipment hours used. Additional items would be the cost of

ice melt and quantities of equipment. The agreement does not have a value until a work order is developed and a "Notice to Proceed" is issued by the City Staff.

The City of Norman Staff requests to execute agreements with two companies in preposition contracts. These prepositioned contracts will be for one year with the option for renewal for four consecutive years. It is essential to have multiple prepositioned contracts in case additional assistance is needed by more than one company and to protect price gauging in times of desperation. The two companies and their associated bids were as follows:

1. Pitzer's Lawn Management Company
 - a. Snow plow/operator - \$165/hr
 - b. Construction equipment/operator - \$165/hr
 - c. Sidewalk clearing labor - \$49/hr
 - d. Ice Melt per lbs. - \$0.75/lbs.

2. MTS Brushhogging, Dozer & Lawn LLC
 - a. Snow plow/operator - \$200/hr
 - b. Construction equipment/operator - \$140/hr
 - c. Sidewalk clearing labor - \$40/hr
 - d. Ice Melt per lbs. - \$0.80/lbs.

Staff recommends that the City enter into a prepositioned agreement with each of the two lowest qualified bidders. During a snow event, staff will call the lowest bidder, and if they are still waiting to respond within the timeframe listed in the work order issued under the agreement, staff will contact the second lowest bidder to answer.

The prepositioned agreement will be effective for one year, with the option for the Council to extend the contract for four additional one-year periods upon mutual agreement of both parties, for a maximum contract term of five years. If agreement renewal is agreed upon by the City and the contractor, price adjustments for set rates will not exceed the Construction Cost Index (CCI) average during the twelve months prior to renewal or 5%, whichever is less. Prices are locked in for one year. Personnel authorized by the City Manager must approve all work outlined in the scope of work.

RECOMMENDATION:

Staff recommends that contract K-2324-92 for snow removal of City facilities be awarded to Pitzer's Lawn Management Inc. on an on-call basis.

AGREEMENT FOR ON-CALL SNOW AND ICE REMOVAL SERVICES

This Agreement made and entered into this ____ day of _____, 2024, by and between Pitzer's Lawn Management Company, hereinafter designated as "Contractor", and the City of Norman, a municipal corporation, hereinafter designated as "City".

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 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:

(a) On-Call Snow and Ice Removal Services

WHEREAS, the City, in the manner provided by law, has determined and declared the above-named Contractor to be the lowest and best on the above prepared project, and has duly awarded this Agreement to said Contractor.

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

1. The parties desire to enter into this Agreement for an initial one (1) year term, beginning on the date above shown. Thereafter, this Agreement shall renew automatically on an annual basis, unless terminated pursuant to the provisions set forth herein, for a maximum contract term of five (5) years from the date above shown. Upon renewal of the Agreement for additional one (1) year terms, the pre-determined rates established in Exhibit B may be adjusted, if requested by Contractor, for such renewal term, but must not exceed the average Construction Cost Index (CCI) during the twelve (12) months prior to renewal or a 5% increase, whichever is lower.

2. The Contractor shall, in a good and first-class, workman-like manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Agreement and associated documents, such as Exhibits and Work Orders.

3. It is agreed that the Contractor will commence work only after a Work Order has been issued to it by the City with a Notice to Proceed. Work Order's will be issued on an as-needed basis and shall detail the specific services to be completed for the project at issue. Work shall commence within the reasonable time specified in the Work Order as time is of the essence. Contractor shall pursue the Work Order vigorously and continuously and complete the same in the timeline specified in the Work Order.

4. The City shall pay the Contractor for the work performed under each issued Work Order as follows:

- (a) The Contractor is to be paid according to the agreed upon, pre-determined rates associated with hourly staffing and equipment rentals for the specific services offered, as provided and incorporated herein as Exhibit B.
- (b) City will pay Contractor within thirty (30) days of receipt of a valid invoice for services rendered.
- (c) On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the Contractor's project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with the Work Order and this Agreement, and upon making such determinations, said official shall make their final certificate to the City.
- (d) 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 payment an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

5. The Contractor will retain all pertinent records, documents and files for a period of five (5) years beyond completion of services provided or termination, for any reason, of the Agreement. The Contractor shall maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the City and Contractor, such agreement as to the time and place for audits may not be unreasonably withheld.

6. The Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement or associated Work Orders unless additional materials or work are authorized by written Change Order, executed by the City; and that in the event any additional work and/or materials are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefore whatsoever.

7. If any additional work is performed or additional materials are provided by the Contractor upon authorization by the City, the Contractor shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.

8. 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 City 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 therefor by the City.

9. The Contractor shall complete the work in accordance with the terms of this Agreement, the accompanying Work Order, and shall comply with all existing federal, state and local laws, rules and regulations.

10. The Contractor shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the City prior to issuance of a Work Order and commencement of work on the project.

- (a) Insurance. During performance of this Agreement, Contractor shall maintain the following insurance, in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto:
- i. Commercial General Liability (Combined Property Damage, Bodily Injury): \$1,000,000.
 - ii. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
 - iii. Workers Compensation: Statutory; plus Employers' Liability insurance (each occurrence): \$500,000.
 - iv. Professional Liability: \$2,000,000.

Contractor shall furnish City certificates of insurance with provisions that such insurance shall not be canceled, decreased, nor fail to be renewed without thirty (30) days written notice to City.

11. Termination.

- (a) For convenience: The City may terminate or suspend this Agreement, in whole or in part, for the City's convenience upon written notice to Contractor. The City shall pay Contractor for all the services performed to date at an amount not to exceed the normal pre-determined rate amount for the authorized services rendered.
- (b) For cause: 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 through no fault of the party initiating termination. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the initiating party.
- i. If this Agreement is terminated by reason of default on the part of the Contractor, upon final determination by a court that the termination was improper, the termination will be deemed converted to a termination for convenience and the Contractor's remedy shall be limited to the recovery of compensation set out in paragraph (a) above.

12. Communications. Any communication required by this Agreement shall be made in writing to the address specified below:

City:

Jason Olsen
Director of Parks and Recreation

225 N. Webster Ave
Norman, Oklahoma 73073

Contractor:

Pitzer's Lawn Management Inc
11401 S Broadway, Edmond, OK 73034

13. No provision of this Agreement or of any associated 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 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 City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

14. Contractor and City each agrees to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors or omissions.

15. Severability: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

16. Governing Law; Venue: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

17. Entire Agreement; Amendments: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. Assignment: This Agreement shall not be assigned by the Contractor without prior written consent of the City, said consent not to be unreasonably withheld.

19. Nondiscrimination: The Contractor agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age,

place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

20. Non-Waiver: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

21. Liability, Indemnification, and Insurance shall survive completion, suspension, or termination, for any reason, of this Agreement.

22. The Contractor's bid is hereby made a part of this Agreement as Exhibit C.

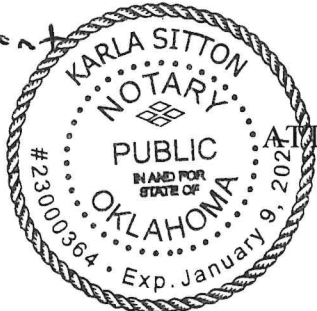
23. The sworn, notarized contract affidavit, provided and incorporated herein as Exhibit A, must be signed and notarized before this Agreement will become effective.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 15th day of February, 2024.

CONTRACTOR: [Signature]

By:
Title: Vice President



ATTEST: Karla Sitton

CITY OF NORMAN:

Approved as to form and legality this _____ day of _____, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2024.

ATTEST:

City Clerk

Mayor

SNOW CLEARING PROPOSAL SHEET

Name of Company: Pitzer's Lawn Maint. Inc

Contact information: David Pitzer 405.417.2432

List of Equipment available to be used – Please be descriptive

- Kubota - Skid Steers
- Western - Truck Plows
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Number of Personnel available: 25

Truck with Plow hourly rate: \$ 165 /hour
 Skid Steer hourly rate: \$ 165 /hour
 Sidewalk Clearing/treating hourly rate \$ 49 /hour
 Per lbs. Price Ice Melt \$ 0.75 /lbs.

References

	<u>Name</u>	<u>Company</u>	<u>Contact</u>
Reference:	<u>Bud Dolan</u>	<u>State Capital Parks</u>	<u>405.308.1504</u>
Reference:	<u>Brian Clyden</u>	<u>Express Ranches</u>	<u>405.520-2900</u>
Reference:	<u>Shane McElharter</u>	<u>Washington Prime Group</u>	<u>216.519.3483</u>

EXHIBIT B

Pitzer's Lawn Management Company

Snow Plow/operator - \$165/hr

Construction equipment/operator - \$165/hr

Sidewalk clearing labor - \$49/hr

Ice Melt per lbs. - \$0.75/lbs.

EXHIBIT C



The City of
NORMAN

225 N. Webster Ave.
Norman, Oklahoma 73069

PARKS AND RECREATION
Phone: 405-366-5472
Fax: 405-366-5470

Request for proposal 2324-35

The City of Norman, located at 201 West Grey, is seeking written proposals for snow and ice clearing services at our Main Municipal Campus, as depicted in the attached map, on an as needed basis.

Scope of Work: Work will include plowing, shoveling and dispensing ice melt from parking lot, drives, and sidewalks during winter weather events.

Snow and ice shall be pushed to or placed in designated areas that will be agreed upon by the contractor and City of Norman Parks and Recreation Department.

The term contract will be for one (1) fiscal year, July 1, 2024 – June 30th, 2025. When the City of Norman deems it is necessary to utilize the successful bidder, the Park Manager will contact the successful bidder, giving as much notice as possible to inform that their services will be needed. The successful bidder should only respond when contacted by the Park Manager. The successful bidder will be responsible for any damage to City of Norman property while removing snow on campus grounds. The City of Norman will not be responsible for any damage to the successful bidder's equipment under any circumstances. City of Norman has some capabilities for snow removal and may work in coordination with the successful bidder when applicable.

To be considered the bidder must,

1. Possess appropriate state and local business licenses and insurance
2. Provide a completed snow clearing proposal sheet
3. Possess and provide appropriate equipment inventory list
4. Provide three (3) references with proposal

Upon selection, bidder must be able to provide:

1. A form W-9 with Tax ID
2. A Certificate of Liability Insurance with a minimum of \$1,000,000 worth of liability insurance, pursuant to the Oklahoma Governmental Tort Claims Act 51 O.S. §154.

A map of the City of Norman Main Municipal Campus is attached with a legend of areas and their treatment styles and priorities.

Please complete and return the attached proposal labeled "Snow Clearing Proposal sheet". Deliver to the Parks and Recreation Office at 225 N. Webster Ave. Norman, Ok 73069 or mail your proposal ATTN: Wade Thompson, Parks Manager and the address referenced above. Proposals will be accepted until December 29, 2023 at 5:00 p.m. If you have any questions, please contact the Park Manager, Wade Thompson at 405-366-5478.

NORMAN

SNOW CLEARING PROPOSAL SHEET

Name of Company: Pitzer's Lawn Mgmt. Inc

Contact information: David Pitzer 405.417.2432

List of Equipment available to be used – Please be descriptive

- Kubota - Skid Steers
- Western - Truck Plows
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Number of Personnel available: 25

Truck with Plow hourly rate: \$ 165 /hour

Skid Steer hourly rate: \$ 165 /hour

Sidewalk Clearing/treating hourly rate \$ 49 /hour

Per lbs. Price Ice Melt \$ 0.75 /lbs.

References

<u>Name</u>	<u>Company</u>	<u>Contact</u>
Reference: <u>Bud Dolan</u>	<u>State Capitol Parks</u>	<u>405.308.1504</u>
Reference: <u>Brian Clyden</u>	<u>Express Ranches</u>	<u>405.520-2900</u>
Reference: <u>Shane McWhorter</u>	<u>Washington Prime Group</u>	<u>316.519.3483</u>

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ADOPTION, AWARD, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-38 AND CONTRACT K-2324-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC., IN THE AMOUNT OF \$201,132.36 FOR THE ROCK CREEK AND WARD 7 SIDEWALK PROJECT, PERFORMANCE BOND B-2324-38; STATUTORY BOND B-2324-39; MAINTENANCE BOND MB-2324-35, AND RESOLUTION R-2324-85 GRANTING TAX-EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/27/2024

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ADOPTION, AWARD, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-38 AND CONTRACT K-2324-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC., IN THE AMOUNT OF \$201,132.36 FOR THE ROCK CREEK AND WARD 7 SIDEWALK PROJECT, PERFORMANCE BOND B-2324-38; STATUTORY BOND B-2324-39; MAINTENANCE BOND MB-2324-35, AND RESOLUTION R-2324-85 GRANTING TAX-EXEMPT STATUS.

BACKGROUND:

This project will consist of removal and replacement of concrete sidewalks, driveways, handicap ramps as well as relocation and adjustment of water meter boxes, valve boxes and other appurtenances as needed. The projects also include the restoration of disturbed landscaping and irrigation as needed.

Rock Creek and Ward 7 Sidewalk Project consists of:

- US 77 North of Highway 9 on the west side of the street;
- George Street from Lindsey Street to Madison School on the east side;
- College Avenue from Lindsey Street to Hoover Street on the east side;
- West Rock Creek Road, west of Stubbeman on the north side.

DISCUSSION:

The project was publically advertised on January 11, 2024 and January 18, 2024. Four contractors attended the pre-bid conference on January 25, 2024. Four (4) bids were submitted and opened on February 1, 2024. The project was advertised in a local paper, in plan rooms and sent to qualified concrete contractors.

Tabulation of Bid Results

Contractor	Total
Arroyo's Concrete LLC.	\$201,132.36
Ellsworth Construction OKC dba A-Tech Paving	\$217,006.33
SAC Services Inc.	\$219,269.64
Rudy Construction Company	\$307,132.36
Engineer's Estimate	\$216,000.00

The low bid was submitted by Arroyo's Concrete, LLC of Oklahoma City in the amount of \$201,132.36, which is \$14,867.64, or 6.8%, less than the engineer's estimate. The budgeted amount for the Rock Creek and Ward 7 Sidewalk Project included in this bid was \$216,000 (Project TC0159, Account 50597712-46101).

Staff has reviewed the low bid and based on the current market and the work to be completed the bid is acceptable. Arroyo's Concrete LLC is a responsible bidder. They are currently performing similar work for the City of Norman and have completed similar work for this program in previous years.

If approved, construction of the Rock Creek and Ward 7 Sidewalks Project will begin in March, 2024. The construction time for this project will be approximately 116 days with an expected completion date of June 28, 2024.

RECOMMENDATION 1:

Staff recommends the approval of Contract K-2324-99 with Arroyo's Concrete LLC in the amount of \$201,132.36 for construction of the Rock Creek and Ward 7 Sidewalk Project.

RECOMMENDATION 2:

Staff further recommends that, upon approval of Contract K-2324-99, the following bonds be approved:

Performance Bond B-2324-38
 Statutory Bond B-2324-39
 Maintenance Bond MB-2324-35

RECOMMENDATION 3:

Staff further recommends that upon approval of Contract K-2324-99, Arroyo's Concrete LLC be authorized as Project Agent via Resolution R-2324-85 to avoid the payment of sales tax on materials purchases related to the project.

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Arroyo's Concrete LLC 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 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 projects:

BID 2324-38 ROCK CREEK AND WARD 7 SIDEWALKS

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 CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, 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:

(WRITTEN) Two hundred and one thousand one hundred and thirty-two and 36/100(DOLLARS):

(NUMERALS) (\$ 201,132.36) .

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 the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2324-99
Page 1 of 4

2) The CITY shall make payments as stipulated in the contract documents 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 work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid them 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 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, 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 their final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by them 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 retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

Rock Creek and Ward 7 Sidewalks

- a. 178 Calendar Days for all projects except Citywide Sidewalk Reconstruction Project
 - 1. 178 Calendar Days does not include weather days
 - i) Weather days to be determined by the City Engineer
 - 2. Project will expire when project is completed or June 28, 2024

4) That the CITY 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.
- 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 rise 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 Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

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 CITY; and that in the event any additional 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 CITY, the CONTRACTOR shall be compensated therefore at the unit price and 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 CITY 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 CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) 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.

12) 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 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 CITY or in any way to restrict the freedom of the 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.

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

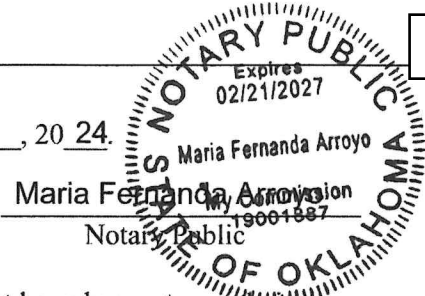
STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Veronica Arroyo, 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. Affidavit 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.


Contractor

Contract No. K-2324-99
Page 3 of 4

Subscribed and sworn to before me this 08 day of February, 20 24.



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____ 20____, and the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

Principal

Signed: [Signature]

Title: Manager

Address 1233 SW 41st OKC, OK 73109

Telephone: 405-659-7626

ATTEST:
Authorized Representative

Corporate Secretary (where applicable)

CITY OF NORMAN:

Approved as to form and legality this _____ day of _____ 20____.

City Attorney

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

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Veronica Arroyo, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Arroyo's Concrete LLC to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Emilio Quays

Contractor

Subscribed and sworn to before me this 08 day of February, 20 24.

Maria Fernanda Arroyo

Notary Public
02/21/2027

My Commission Expires:

02/21/2027



**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these presents that Arroyo's Concrete, LLC, as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of ^{Two Hundred One Thousand, One Hundred Thirty-Two Dollars and Thirty-Six Cents} _____, such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of ^{Thirty Thousand, One Hundred Sixty-Nine Dollars and Eighty-Five Cents} _____, such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of one year thereafter, 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:

BID 2324-38 ROCK CREEK AND WARD 7 SIDEWALKS

has entered into a written CONTRACT (K-2324-99) with the CITY OF NORMAN, dated this _____ day of _____, 20____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said 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.

Maintenance Bond No. MB-2324-35
Page 1 of 3

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 its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal

Signed: Arroyo's Concrete, LLC

Authorized Representative

Title: _____

Address: 1233 SW 41st

Oklahoma City, OK 73109

Telephone: (405) 297-3571

Surety: RLI Insurance Company

Signed: *Amy Winters*

Authorized Representative

Printed: Amy Winters

Authorized Representative

Title: Attorney-In-Fact

Address: 910984 S. Moccasin Trl., Chandler, OK 74834

Telephone: (918) 399-3545

(Corporate Seal) (where applicable)

ATTEST:



CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title), of _____, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

Notary Public

My Commission Expires:

Maintenance Bond No. MB-2324-35

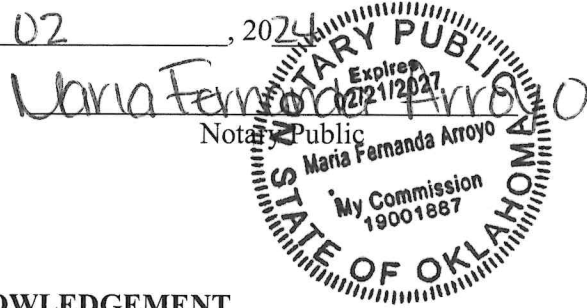
Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 19th day of 02, 2024 by Veronica Arroyo Manager (Name and Title) of Arroyo's Concrete LLC, a(n) corporation.

WITNESS my hand and seal this 12th day of 02, 2024



My Commission Expires:
02/21/2027

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

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

ATTEST:

City Clerk

Mayor

PERFORMANCE BOND

Know all men by these presents, that Arroyo's Concrete, LLC as PRINCIPAL, and RLI Insurance Company Corporation organized under the laws of the State of Illinois and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred One Thousand, One Hundred Thirty-Two Dollars and Thirty-Six Cents DOLLARS, (\$ 201,132.36), 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:

BID 2324-38 ROCK CREEK AND WARD 7 SIDEWALKS

has entered into a written CONTRACT (K-2324-99) with THE CITY OF NORMAN, dated this _____ day of _____, 20__ 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 said 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 CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or their 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 PRINCIPAL of their or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY 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 of the State of Oklahoma 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), and 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 day of _____, 20__.

Performance Bond No. B-2324-38
Page 1 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 12th day of 02, 2024,
by Veronica Arroyo Manager (Name and Title) of
Arroyo's concrete,
a(n) corporation.

WITNESS my hand and seal this 12th day of 02, 2024

María Fernanda Arroyo
Notary Public



My Commission Expires:
02/21/2027

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

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

ATTEST:

City Clerk

Mayor

STATUTORY BOND

Know all men by these presents that Arroyo's Concrete, LLC as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Two Hundred One Thousand, One Hundred Thirty-Two Dollars and Thirty-Six Cents DOLLARS (\$201,132.36), or 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:

BID 2324-38 ROCK CREEK AND WARD 7 SIDEWALKS

has entered into a written CONTRACT (K-2324-99) with THE CITY OF NORMAN, dated this ___ day of ___, 20___, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, their subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said 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 obligation 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 of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ___ day of ___, 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 ___ day of ___, 20___.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Principal
Signed: Arroyo's Concrete, LLC
Authorized Representative
Title: _____
Address: 1233 SW 41st
Oklahoma City, OK 73109
Telephone: (405) 297-3571

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

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

ATTEST:

City Clerk

Mayor

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Barry Herring, Amy Winters, jointly or severally

in the City of Chandler, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of May, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 4th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



BID PROPOSAL

PLACE: Norman, Oklahoma

DATE: 01/30/2024

PROJECT: **BID 2324-38 ROCK CREEK AND WARD 7 SIDEWALKS**

Proposal of:

Arrovo's Concrete LLC (hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of Oklahoma

To: The Honorable Mayor and City Council
The City of Norman , Oklahoma

Council members:

The undersigned, as the Bidder, declares that before preparing their bid, they read carefully the instructions to Bidders, the general conditions, and the general detailed specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk, Purchasing Agent, and Director of Public Works, that he has examined carefully all local conditions, has informed themselves by their independent research and soundings of all the difficulties to be encountered, has judged for themselves of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if their proposal is accepted, they will enter into a Contract with the City of Norman, within ten (10) days after the acceptance of their bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structures and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications the before, on file in the Office of the City Clerk, Purchasing Agent, and Director of Public Works, Norman, Oklahoma, for the following amounts of:

Two hundred one thousand one hundred thirty-two dollars and thirty-six cents Dollars
(In Words)

(\$) 201,132.36 (Numeric)

The Contractor hereby agrees to commence work within ten (10) days following issuance of a written NOTICE-TO-PROCEED from the Engineer. The contract period is as follows:

**SECTION 1
QUALIFICATION STATEMENT OF BIDDERS**

SUBMITTED TO:

Engineering Department Reviewed by: _____ Date _____

Date Received: _____

CONTRACTOR: _____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: Emilio Arroyo PARTNER: _____

ADDRESS: 1233 SW 41st ADDRESS: _____

CITY: Oklahoma City, Ok 73109 CITY: _____

PHONE: 405-887-4526 PHONE: _____

PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

COUNTY Oklahoma STATE OK COUNTY _____ STATE _____

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: _____

LOCATION OF PRINCIPAL OFFICE: _____

CONTACT PERSONS AT OFFICE: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: Veronica Arroyo ADDRESS: 1233 SW 41ST

TITLE: Manager CITY Oklahoma STATE Ok ZIP 73109

PHONE: 405-637-9818

NAMES OF OFFICERS: (IF APPLICABLE)

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 20

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT: 7 Years

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving
Concrete Paving
Misc. Concrete
Channel Lining
Pump Stations

Storm Sewer
Earth Work
Bridge Work
Demolition
Landscaping

Water & Sanitary Sewer Lines
Steel Erection
Painting
Fog Seal
Chip Seal

Concrete Structures: Inlets, Box Culverts, Junction Boxes
Other:

COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$100,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: 4

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$200,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: 1

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER CONTRACT AT ANY ONE TIME: N/A

A LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: 2223-41 Street maintenance alley program
OWNER/ENGINEER: Jeff Fordice

YEAR BUILT: 2023 CONTRACT PRICE: \$499,172.70
CONTACT PERSON: Jeff Fordice PHONE: 405-366-5493

PROJECT: 2324-2 Urban Concrete Pavement
OWNER/ENGINEER: Jeff Fordice

YEAR BUILT: 2023 CONTRACT PRICE: \$1,337,100.00
CONTACT PERSON: Jeff Fordice PHONE: 405-366-5493

PROJECT: 2223-77 Miller Ave Curb and Gutter Maintenance
OWNER/ENGINEER: Jeff Fordice

YEAR BUILT: 2023 CONTRACT PRICE: \$408,102.50
CONTACT PERSON: Jeff Fordice PHONE: 405-366-5493

PROJECT: 2223-37 Urban Reconstruction project
OWNER/ENGINEER: Jeff Fordice

YEAR BUILT: 2023 CONTRACT PRICE: \$508,568.25
CONTACT PERSON: Jeff Fordice PHONE: 405-366-5493

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED: N/A

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? No. IF SO, NAME OF OWNER AND/OR SURETY:

CONTACT PERSON: _____ PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE?

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS: SURETY:

BANK REFERENCE: Bank:

Address: 7701 S. Western Ave

City: Oklahoma City State: Ok Zip: 73139

Contact Person: Karina Phone: 405-616-7506

MUNICIPALITY REFERENCE: City:

Contact Person: _____ Position: _____

Address: _____ Phone: _____

OTHER CREDIT REFERENCES:

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed:  Title Manager

Company: Arroyo's Concrete LLC Date: 12/20/2023

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: _____ Phone: _____

Address: _____ City: _____ State: _____

SECTION 2
QUALIFICATION STATEMENT
OF BIDDER'S SURETY

SUBMITTED TO: City of Norman, OK

BIDDER: Arroyo's Concrete, LLC

ADDRESS: 1233 SW 41st St., Oklahoma City, OK 73109

1. Has this surety furnished contract bonds on contracts now complete? Yes
2. Has this surety furnished contract bonds on contracts now incomplete? Yes
3. What is the maximum bonding capacity of this Contractor? \$3,000,000 single / \$6,000,000 aggregate
4. Is the current financial information on this Contractor satisfactory? Yes
5. Does information obtained indicate accounts are paid when? Due? Yes. If not, give details:
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? Yes
7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? Yes

REMARKS: _____

SURETY: RLI Insurance Company

SIGNED: *Amy Winters*

BY: Amy Winters

TITLE: Attorney-In-Fact

ADDRESS: 910984 S Moccasin Trl

CITY: Chandler STATE OK ZIP 74834



(IN DUPLICATE)

ROCK CREEK AND WARD 7 SIDEWALKS

- a. 178 Calendar Days for all projects except Citywide Sidewalk Reconstruction Project
 - 1. 178 Calendar Days does not include weather days
 - i) Weather days to be determined by the City Engineer
 - 2. Project will expire when project is completed or June 28, 2024

If partnership, give name
address of each member.

Signed: *Emilio Arroyo*
(Contractor)

By: *Veronica Arroyo*
(Agent)

Address: 1233 SW 41st Okc, Ok 73109

Incorporated under the laws of

Oklahoma

(State)

STATE OF Oklahoma)

COUNTY OF Oklahoma)

Veronica Arroyo of lawful age, being first duly sworn, upon their oath deposes and says: That they executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the City of Norman, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that they have not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with them in said bid or bids, until after the said sealed bid or bids are opened.

Signed: *Veronica Arroyo*

Subscribed and sworn to before me, a Notary Public, in and for the State of Oklahoma,

County of Oklahoma, this 30th day of January, 20 24.

My Commission Expires:
02/21/2027

Maria Fernanda Arroyo
Notary Public



Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
College Avenue Lindsey Street to Hoover Street – East Side

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$30.00	100	\$3,000.00
2	Unclassified Borrow	C.Y.	\$30.00	40	\$1,200.00
3	Solid Slab Sodding	S.Y.	\$14.00	718	\$10,052.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk (4" to 6" Thick)	S.Y.	\$17.00	22.22	\$377.74
8	Removal of Concrete Pavement (6" Thick)	S.Y.	\$18.00	128.22	\$2,307.96
9	Removal of Conc. Pavement with Reinf. Steel (6"Thick)	S.Y.	\$18.00	0	
10	Removal of 9" Concrete Pavement	S.Y.	\$22.00	0	
11	Removal of 6" Asphalt Pavement	S.Y.	\$15.00	0	
12	Saw Cutting Pavement/Sidewalk	L.F.	\$7.00	190	\$1,330.00
13	Install 4" Thick Concrete Sidewalk	S.Y.	\$75.00	152.78	\$11,458.5
14	Install 4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	
16	Removal of Concrete Retaining Wall	L.F.	\$16.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$85.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$75.00	0	
20	Flowable Fill	C.Y.	\$220.00	0	
21	Installation of 6" Concrete (H.E.S. 3000 PSI)	S.Y.	\$80.00	128.22	\$10,257.6
22	Installation of Sidewalk Ramps	S.Y.	\$200.00	12	\$2,400.00
23	Installation of Detectable Warning Surface	S.F.	\$60.00	9	\$540.00
24	Installation of Asphalt Concrete Type B	TON	\$200.00	0	
25	Installation of Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	0	
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$10.00	0	
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	0	
28	Adjust valve boxes to grade	EA.	\$250.00	0	
29	Adjust meter boxes to grade	EA.	\$250.00	0	
30	Relocate water meter and box	EA.	\$3,000.00	0	
31	1/2" Joint Dowel	EA.	\$12.00	50	\$600.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$32.00	0	
34	Removal of Curb and Gutter	L.F.	\$18.00	0	
35	Installation of Curb and Gutter	L.F.	\$40.00	0	

Continued on next page

Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
College Avenue Lindsey Street to Hoover Street – East Side

Continued from previous page

36	Installation of Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Installation of Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$18.00	0	
39	Relocation of Existing Sprinkler Head	EA.	\$50.00	0	
40	Installation of new sprinkler head	EA.	\$50.00	0	
41	Relocation of sprinkler control valve box (back flow prevention and up to 4 control valves)	EA.	\$1,200.00	0	
42	Pedestrian Push Button Cross Walk Actuator and Pole	EA.	\$10,000.00	0	
43	Pavement Marking Removal and Replacement	L.F.	\$15.00	0	
44	Remove and Salvage Signage	EA.	\$350.00	0	
45	Installation of Salvaged Signage	EA.	\$350.00	0	
46	Traffic Control	L.S.	\$6,250.00	1	\$6,250.00

Total Bid \$ 49,773.80

Total Bid in Words Forty-nine thousand seven hundred seventy-three 80/100

Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
George Street Lindsey to Madison Elementary School – East Side

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$30.00	100	\$3,000.00
2	Unclassified Borrow	C.Y.	\$30.00	40	\$1,200.00
3	Solid Slab Sodding	S.Y.	\$14.00	1212	\$16,968.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk (4" to 6" Thick)	S.Y.	\$17.00	166.67	\$2,833.39
8	Removal of Concrete Pavement (6" Thick)	S.Y.	\$18.00	177.33	\$3,191.94
9	Removal of Conc. Pavement with Reinf. Steel (6" Thick)	S.Y.	\$18.00	0	
10	Removal of 9" Concrete Pavement	S.Y.	\$22.00	450	\$9,900.00
11	Removal of 6" Asphalt Pavement	S.Y.	\$15.00	0	
12	Saw Cutting Pavement/Sidewalk	L.F.	\$7.00	90	\$630.00
13	Install 4" Thick Concrete Sidewalk	S.Y.	\$75.00	216.67	\$16,250.25
14	Install 4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	
16	Removal of Concrete Retaining Wall	L.F.	\$16.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$85.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$75.00	0	
20	Flowable Fill	C.Y.	\$220.00	0	
21	Installation of 6" Concrete (H.E.S. 3000 PSI)	S.Y.	\$80.00	177.33	\$14,186.4
22	Installation of Sidewalk Ramps	S.Y.	\$200.00	90	\$18,000.00
23	Installation of Detectable Warning Surface	S.F.	\$60.00	35	\$2,100.00
24	Installation of Asphalt Concrete Type B	TON	\$200.00	0	
25	Installation of Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	0	
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$10.00	0	
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	0	
28	Adjust valve boxes to grade	EA.	\$250.00	0	
29	Adjust meter boxes to grade	EA.	\$250.00	0	
30	Relocate water meter and box	EA.	\$3,000.00	0	
31	1/2" Joint Dowel	EA.	\$12.00	50	\$600.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$32.00	0	
34	Removal of Curb and Gutter	L.F.	\$18.00	50	\$900.00
35	Installation of Curb and Gutter	L.F.	\$40.00	190	\$7,600.00

Continued on next page

Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
George Street Lindsey to Madison Elementary School – East Side

Continued from previous page

36	Installation of Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Installation of Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$18.00	0	
39	Relocation of Existing Sprinkler Head	EA.	\$50.00	0	
40	Installation of new sprinkler head	EA.	\$50.00	0	
41	Relocation of sprinkler control valve box (back flow prevention and up to 4 control valves)	EA.	\$1,200.00	0	
42	Pedestrian Push Button Cross Walk Actuator and Pole	EA.	\$10,000.00	0	
43	Pavement Marking Removal and Replacement	L.F.	\$15.00	0	
44	Remove and Salvage Signage	EA.	\$350.00	0	
45	Installation of Salvaged Signage	EA.	\$350.00	0	
46	Traffic Control	L.S.	\$6,250.00	1	\$6,250.00

Total Bid \$ 103,609.98

Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
US 77 North of Highway 9 – West Side

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$30.00	100	\$3,000.00
2	Unclassified Borrow	C.Y.	\$30.00	40	\$1,200.00
3	Solid Slab Sodding	S.Y.	\$14.00	300	\$4,200.00
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk (4" to 6" Thick)	S.Y.	\$17.00	0	
8	Removal of Concrete Pavement (6" Thick)	S.Y.	\$18.00	0	
9	Removal of Conc. Pavement with Reinf. Steel (6" Thick)	S.Y.	\$18.00	0	
10	Removal of 9" Concrete Pavement	S.Y.	\$15.00	0	
11	Removal of 6" Asphalt Pavement	S.Y.	\$15.00	0	
12	Saw Cutting Pavement/Sidewalk	L.F.	\$7.00	50	\$350.00
13	Install 4" Thick Concrete Sidewalk	S.Y.	\$75.00	103.33	\$7,749.75
14	Install 4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	
16	Removal of Concrete Retaining Wall	L.F.	\$16.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$85.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$75.00	0	
20	Flowable Fill	C.Y.	\$220.00	0	
21	Installation of 6" Concrete (H.E.S. 3000 PSI)	S.Y.	\$80.00	0	
22	Installation of Sidewalk Ramps	S.Y.	\$200.00	6	\$1,200.00
23	Installation of Detectable Warning Surface	S.F.	\$60.00	7	\$420.00
24	Installation of Asphalt Concrete Type B	TON	\$200.00	0	
25	Installation of Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	3	\$1,020.00
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$10.00	0	
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	0	
28	Adjust valve boxes to grade	EA.	\$250.00	0	
29	Adjust meter boxes to grade	EA.	\$250.00	0	
30	Relocate water meter and box	EA.	\$3,000.00	0	
31	1/2" Joint Dowel	EA.	\$12.00	50	\$600.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$32.00	0	
34	Removal of Curb and Gutter	L.F.	\$18.00	0	
35	Installation of Curb and Gutter	L.F.	\$40.00	0	

Continued on next page

Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
US 77 North of Highway 9 – West Side

Continued from previous page

36	Installation of Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Installation of Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$18.00	0	
39	Relocation of Existing Sprinkler Head	EA.	\$50.00	0	
40	Installation of new sprinkler head	EA.	\$50.00	0	
41	Relocation of sprinkler control valve box (back flow prevention and up to 4 control valves)	EA.	\$1,200.00	0	
42	Pedestrian Push Button Cross Walk Actuator and Pole	EA.	\$10,000.00	0	
43	Pavement Marking Removal and Replacement	L.F.	\$15.00	0	
44	Remove and Salvage Signage	EA.	\$350.00	2	\$700.00
45	Installation of Salvaged Signage	EA.	\$350.00	2	\$700.00
46	Traffic Control	L.S.	\$6,250.00	1	\$6,250.00

Total Bid \$ 27,389.75

Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
W Rock Creek West of Stubbeman Avenue – North

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.	\$30.00	50	\$1,500.00
2	Unclassified Borrow	C.Y.	\$30.00	20	\$600.00
3	Solid Slab Sodding	S.Y.	\$14.00	62.22	\$871.08
4	Remove Tree 6" to 15" in Dia.	EA.	\$800.00	0	
5	Remove Tree 16" to 24" in Dia.	EA.	\$1,200.00	0	
6	Remove Tree 25" or more in Dia.	EA.	\$2,100.00	0	
7	Removal of Conc. Sidewalk (4" to 6" Thick)	S.Y.	\$17.00	25	\$425.00
8	Removal of Concrete Pavement (6" Thick)	S.Y.	\$18.00	0	
9	Removal of Conc. Pavement with Reinf. Steel (6" Thick)	S.Y.	\$18.00	0	
10	Removal of 9" Concrete Pavement	S.Y.	\$15.00	0	
11	Removal of 6" Asphalt Pavement	S.Y.	\$15.00	0	
12	Saw Cutting Pavement/Sidewalk	L.F.	\$7.00	50	\$350.00
13	Install 4" Thick Concrete Sidewalk	S.Y.	\$75.00	77.77	\$5,832.75
14	Install 4" Brick Pavers Sidewalk with sand base	S.Y.	\$120.00	0	
15	Removal of Cross Tie Retaining Wall	L.F.	\$20.00	0	
16	Removal of Concrete Retaining Wall	L.F.	\$16.00	0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.	\$85.00	0	
18	Install Concrete Retaining Wall	C.Y.	\$800.00	0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.	\$75.00	0	
20	Flowable Fill	C.Y.	\$220.00	0	
21	Installation of 6" Concrete (H.E.S. 3000 PSI)	S.Y.	\$80.00	0	
22	Installation of Sidewalk Ramps	S.Y.	\$200.00	10	\$2,000.00
23	Installation of Detectable Warning Surface	S.F.	\$60.00	10	\$600.00
24	Installation of Asphalt Concrete Type B	TON	\$200.00	0	
25	Installation of Pedestrian Conc. Slab Bridge	S.Y.	\$340.00	0	
26	Conc. Curb (6" Barrier – Integral)	L.F.	\$10.00	0	
27	Conc. Curb (8" Barrier – Integral)	L.F.	\$12.00	0	
28	Adjust valve boxes to grade	EA.	\$250.00	0	
29	Adjust meter boxes to grade	EA.	\$250.00	0	
30	Relocate water meter and box	EA.	\$3,000.00	0	
31	1/2" Joint Dowel	EA.	\$12.00	25	\$300.00
32	Reinforcing Steel (Grade 60)	LBS.	\$4.00	0	
33	4" Pipe Underdrain	L.F.	\$32.00	0	
34	Removal of Curb and Gutter	L.F.	\$18.00	35	\$630.00
35	Installation of Curb and Gutter	L.F.	\$40.00	25	\$1,000.00

Continued on next page

Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
W Rock Creek West of Stubbeman Avenue – North Side

Continued from previous page

36	Installation of Guardrail/Handrail Assembly	L.F.	\$250.00	0	
37	Installation of Chain Link Fabric	S.F.	\$18.00	0	
38	Relocation of Irrigation System Piping	L.F.	\$18.00	0	
39	Relocation of Existing Sprinkler Head	EA.	\$50.00	0	
40	Installation of new sprinkler head	EA.	\$50.00	0	
41	Relocation of sprinkler control valve box (back flow prevention and up to 4 control valves)	EA.	\$1,200.00	0	
42	Pedestrian Push Button Cross Walk Actuator and Pole	EA.	10,000.00	0	
43	Pavement Marking Removal and Replacement	L.F.	\$15.00	0	
44	Remove and Salvage Signage	EA.	\$350.00	0	
45	Installation of Salvaged Signage	EA.	\$350.00	0	
46	Traffic Control	L.S.	\$6,250.00	1	\$6,250.00

Total Bid \$ 20,358.83

Bid Proposal Form
Rock Creek and Ward 7 Sidewalks
Grand Total Bid

	Project	Total Price In Dollars
1	College Avenue Lindsey Street to Hoover Street – East Side	\$ 49,773.80
2	George Street Lindsey Street to Madison Elementary School – East Side	\$ 103,609.98
3	US 77 North of Highway 9 - West Side	\$ 27,389.75
4	W Rock Creek Road West of Stubbeman – North Side	\$ 20,358.83

GRAND TOTAL BID: \$ 201,132.36

GRAND TOTAL BID IN WORDS

Two hundred one thousand one hundred thirty-two dollars and thirty-six cents

Note: A unit price shall be given for all bid items, including those with zero quantities, or the entire bid will be disqualified.

Note: Unless otherwise specified all costs associated with mobilization, construction traffic control, bonds and any other miscellaneous costs shall be included in the unit price costs of other items of work.

Bidder Contact Information

Name and Address of Bidder: Emilio Arroyo

1233 SW 41ST Okc,Ok 73109

Contact Person: Maria Arroyo Telephone No. 405-637-9818



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: contract.surety@rlicorp.com
RLISURETY.COM

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Arroyo's Concrete LLC
of Oklahoma City, OK
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Oklahoma, are held and firmly bound unto
City of Norman, as Obligee, in the penal sum of
Five Percent of the Bid Amount (5% of the Bid Amount),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Obligee on a contract for Rock Creek and Ward 7 Sidewalks.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 1st day of February, 2024.

Arroyo's Concrete LLC
Principal

By: [Signature]

RLI Insurance Company

By: [Signature]
Amy Winters Attorney in Fact



ADDRESS ALL CORRESPONDENCE TO:

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
800-645-2402

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Barry Herring, Amy Winters, jointly or severally

in the City of Chandler, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of May, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 4th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1st day of February, 2022.

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

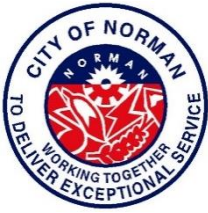


Equipment Being Used on Project

1. 305 excavator
2. 2000 International Dump truck
3. 1988 International Dump truck

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-119: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$313,822 FOR ENGINEERING SERVICES FOR THE TECUMSEH ROAD WATER LINE REPLACEMENT BETWEEN 24TH AVENUE NW AND JOURNEY PARKWAY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer – Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-119: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$313,822 FOR ENGINEERING SERVICES FOR THE TECUMSEH ROAD WATER LINE REPLACEMENT BETWEEN 24TH AVENUE NW AND JOURNEY PARKWAY.

BACKGROUND:

The 24-inch ductile iron waterline running along the South side of Tecumseh Road between 24th Avenue NW and Journey Parkway has experienced breaks and leaks that are difficult to repair. The line at this depth requires specialized equipment to excavate and access, and City of Norman Line Maintenance staff does not have the specialized resources to repair the line at this depth. This section of line consists of approximately 4,400 linear feet of transmission main.

On July 12, 2023, the Norman Utilities Authority (NUA) issued a Request for Qualifications (RFQ) to engineering firms with respect to replacing this section of line. Of the ten responses received, Plummer Associates, Inc. (PAI) produced the highest rated submission.

DISCUSSION:

This contract provides for PAI to perform the following services:

- Hydraulic modeling
- Coordination with the Oklahoma Department of Transportation (ODOT)
- Coordination with conflicting utilities
- Geotechnical engineering
- Topographic and easement surveys
- Permitting coordination
- Detailed Design Phase
 - Design workshop at 65% design milestone
 - Design workshop at 95% design milestone
- Bid Phase Services
- Construction Phase Services

- Production of As-Built Record Documents

The total fee for this work is \$313,822. Funding for this work will be from Tecumseh Water Line Replacement, Design (Account 31993360-46201), which has an available balance of \$400,000.

RECOMMENDATION:

Staff recommends that NUA approve Contract K-2324-119 between NUA and PAI in the amount of \$313,822 for engineering services for the Tecumseh Water Line Replacement Project.

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Plummer Associates, Inc., (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to replace approximately 4,000 LF of existing 24-inch waterline along W Tecumseh Road between 24th Street NW and Journey Parkway with a 24-inch waterline and associated inter-connections and appurtenances to provide a maintainable installation; and. This PROJECT will be identified as the Tecumseh Water Line Replacement Project and shall be as generally described in Attachment B; and

WHEREAS, OWNER requires survey and engineering services in connection with the PROJECT (the SERVICES) (the SERVICES); and

WHEREAS, ENGINEER is prepared to provide said SERVICES.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.

- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.
- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER 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 assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - 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 (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule

acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER 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; riot 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 OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Alan Swartz, P.E.
Plummer Associates, Inc.
531 Couch Drive, Suite 200
Oklahoma City, OK 73102
405-440-2725
aswartz@plummer.com

OWNER: Peter Wolbach, Staff Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-823-2885
Peter.wolbach@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and OWNER.

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER 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.

ARTICLE 17 - 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 or 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 this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

- A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.
- C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Schedule
- Attachment B - Scope of Services
- Attachment C - Compensation

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER 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.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this _____ day of _____, 20_____.

Alan Plummer and Associates, Inc. DBA Plummer Associates, Inc. – ENGINEER

ATTEST

By: Ellen McDonald

Alan Plummer

Title: Vice President

Corporate Secretary

Norman Utilities Authority – OWNER

APPROVED as to form and legality this 21 day of February, 2021.

Elizabeth Ludola
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20_____.

ATTEST

By: _____

Title: _____

ATTACHMENT A
SCHEDULE

The Project shall be completed in accordance with the following schedule.

- Draft Technical Memorandum shall be delivered to OWNER within 120 calendar days from Notice to Proceed.
- Final Technical Memorandum shall be delivered to OWNER within 30 calendar days following receipt of OWNER comments.
- Bidding Documents at 65% shall be delivered to OWNER within 60 calendar days following acceptance of the Engineering Report by the OWNER.
- Bidding Documents at 95% shall be delivered to OWNER 45 calendar days following receipt of OWNER comments on 65% Bidding Documents.
- Final Bidding Documents shall be submitted to the OWNER within 30 calendar days following receipt of OWNER comments on 95% Bidding Documents.

ATTACHMENT B SCOPE OF SERVICES

1.0 BACKGROUND

Norman Utilities Authority (OWNER) is replacing the 24-inch ductile iron waterline along Tecumseh Road between 24th Ave. NW and Journey Parkway due breaks and leaks and the significant depth of the line that hamper work on the line when required. The Project will consist of replacing approximately 4,400 LF of the existing waterline between the limits described above with a new 24-inch C-900 PVC waterline including a new crossing under Interstate 35. Under this contract, This project will consist of the following phases of work with their associated tasks:

- Project Management and Coordination
- 35% Design including Technical Memorandum, 35% P&P Sheets and Preliminary Opinion of Probable construction cost (OPCC).
- Detailed Design including of the 65%, 95% and 100% Design Plans, Project Specifications, and OPCC for the waterline design.
- Bid Phase Services
- Construction Phase Services

Geotechnical analysis, surveying, and utility location will be preliminarily addressed under Items 2.2.3, 2.2.4 and 2.2.5 of the Technical Memorandum and will be finalized during the detailed design phase.

2.0 BASIC SERVICES

Basic Services provided by the ENGINEER will generally be covered under six main activities: Project Management and Coordination, Technical Memorandum, Detailed Design, Bid Phase Services, and Construction Phase Services. Specific tasks for each activity are identified in the following sections.

2.1 PROJECT MANAGEMENT AND COORDINATION

2.1.1 Project Management

2.1.1.1 Project management will be provided for the PROJECT and will include developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

2.1.1.2 ENGINEER shall prepare a common monthly invoice for all General Services.

2.1.2 Project Coordination

2.1.2.1 ENGINEER will coordinate design efforts on project tasks identified below.

2.1.2.2 ENGINEER as the prime design consultant will manage sub-consultant's field and design activities and coordinate those efforts with the OWNER.

2.2 35% DESIGN

2.2.1 Document Review

2.2.1.1 The OWNER shall provide the following information to the ENGINEER for review: existing Geographic Information Systems (GIS) information; existing geotechnical documents; existing environmental documents; record drawings from previous projects associated with the PROJECT; available survey information; and available utility information.

2.2.2 Coordination with ODOT

2.2.2.1 ENGINEER shall coordinate with the Oklahoma Department of Transportation (ODOT) on the existing and proposed waterlines that are located within or are proposed to be located in the ODOT ROW and Limits of no Access areas. ENGINEER shall file for and obtain an ODOT Crossing Permit for I-35 if necessary. ENGINEER shall submit design packages to ODOT as necessary for coordination.

2.2.3 Hydraulic Modeling

2.2.3.1 Conduct hydraulic modeling using the OWNER's calibrated water model files to verify the system's operational changes if the Tecumseh waterline segment is taken out of service during construction.

2.2.2.1.1 ENGINEER shall evaluate the impacts to the pressures and flows in the system based on extended outages during peak and low water demands.

2.2.2.1.2 No other changes to the model are anticipated by this effort – model data (including future demands and future water supply) and model calibration are as completed previously by others. Other operating scenarios will be considered and additional service.

2.2.4 Geotechnical Engineering

2.2.4.1 Geotechnical investigation will occur on parcels where ROE has been obtained at the selected sites. Soil borings will be advanced in selected locations based on surface conditions, pre-existing geotechnical data and other factors. When possible, soil borings will be placed on public ROW. Samples will be acquired and laboratory tests will be conducted to provide engineering data necessary for the design. Laboratory tests for each sample collected are anticipated to include:

- a. Dry, saturated, buoyant and total unit weight
- b. Cohesion
- c. Particle size and gradation
- d. Atterberg's limits
- e. Unified Soil Classification
- f. Internal soil friction angle
- g. Void ratio
- h. Elastic modulus
- i. Resistivity
- j. pH
- k. oxidation-reduction potential
- l. sulfides
- m. moisture content

2.2.4.2 The geotechnical budget allowance is based on 4 soil borings up to 20 feet total depth (TD) and 3 borings up to 40 feet total depth. The borings will be backfilled using bentonite grout. Pavement will be patched with either ready-mix concrete or asphalt cold patch to match the existing pavement. Actual work required will be

refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor.

2.2.5 Topographic and Easements Survey:

2.2.5.1 Surveying will be conducted by the ENGINEER, or its OWNER approved subcontractor. Survey scope of work will include the following tasks:

2.2.5.1.1 Utility coordination. Prior to commencing any topographic fieldwork, the surveyor will coordinate with, collect, and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to Okie 811 at least 72 hours prior to survey. Contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided by the Utility Owner. Follow-up field activities will be performed as additional field markings are made by respective Utility Owners.

2.2.5.1.2 Right-of-Way and Property. Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable, as provided on the County Assessors GIS Map data.

2.2.5.1.3 Survey will horizontally and vertically pick up visible surface features; drainage features; manholes; curbs; signs; sidewalks; building locations; fences/retaining walls; trees and/or tree lines (SEE NOTE BELOW); roadways; railways; and city, county and franchise utilities (as provided by Okie 811 utility locate request) visible and marked within the project area to the following limits:

2.2.5.1.3.1 Approximately 4,400 linear feet of pipeline alignment mapping to support the design of pipeline along Tecumseh Road from 24th Ave. NW to Journey Parkway.

2.2.5.1.3.2 Alignment swaths shall be approximately 50 feet wide centered on the centerline of the pipeline alignment corridor.

2.2.5.1.4 The survey of trees shall include approximate diameter. Identification of tree species is not included under Basic Services.

2.2.5.2 Methods and precision. Survey coordinates will be reported on the NGS Oklahoma State Plane Coordinate System, South Zone, NAD83 for Horizontal and NAVD 88 Vertical. Horizontal and vertical control will be set using multiple observed RTK with averages. Survey to conform to and with the Oklahoma Minimum Standards as defined in INSTRUCTION MANUAL FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING.

2.2.5.3 The budget for survey established in this contract assumes full ground survey of the project limits. Billings will be based on actual work performed by the surveyor (whether ground survey, aerial survey or both).

2.2.5.4 Surveyor will research boundaries, subdivision plats, rights-of-way (ROW) and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers (as provided) will be identified and labeled in the survey submittal. Research will include public record resources, including but not limited to: county records; ODOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.

2.2.5.5 Deliverables

- Survey Data will be delivered as a Civil 3D file
- The above listed Ownership and Road Profile Exhibits.
- Overall drawing with the line and right-of-way shown in AutoCAD 2000 format with control.

- Five (5) hard copies of each created Ownership Plat and Road Profile

2.2.6 Subsurface Utility Engineering

- 2.2.6.1 An allowance of \$16,500 has been established to vacuum excavate test holes along the new pipeline route, as directed by the ENGINEER, to locate crossing and adjacent utilities. Upon completion of each hole, provide the test hole data form including the Northing, Easting, elevation, size and description of the utility. Two pictures will be taken, one of the utility and one of the test hole board showing the depth. Record information (where available) will be provided for the existing utilities to help identify the locations and work with the owners to determine the status of the lines.

2.2.7 Opinion of Probable Construction Cost

- 2.2.7.1 ENGINEER will provide an AACE Class 4 Opinion of Probable Construction Cost (OPCC) to reflect costs associated with the anticipated Project.
- 2.2.7.2 In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the project, the ENGINEER has no control over cost or price of labor and materials; unknown conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER's actual project cost, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

2.2.8 Draft Technical Memorandum

- 2.2.8.1 The Engineer shall prepare a Technical Memorandum (TM) that includes a summary of the proposed alignment, coordination with ODOT, hydraulic modeling results, utility coordination, I-35 crossing, easement requirements and any other important design considerations. The TM shall also include the 35% Plan and Profile sheets. The profile will be limited to a preliminary waterline elevation based on anticipated utility conflicts, service connections, and reconnections to existing waterlines. Profile will include top of pipe, known utility conflicts, connections and existing ground profile along the centerline of the proposed alignment.

2.2.9 Final Technical Memorandum

- 2.2.9.1 After receiving input and comments from the OWNER, ENGINEER shall update and finalize the TM. ENGINEER shall deliver three (3) bound hard copies and one (1) pdf electronic copy of the final technical memorandum to the OWNER.

2.3 DETAILED DESIGN

2.3.1 Meetings

- 2.3.1.1 The ENGINEER shall conduct one (1) design phase initiation meeting with the CITY. In this meeting, the ENGINEER will review and confirm the scope, schedule, resources, responsibilities. The ENGINEER and the CITY will clarify and define the CITY's expectations; requirements; equipment, valve, and piping preferences; and responsibilities for the Project.
- 2.3.1.2 The ENGINEER will conduct two (2) review workshops with the CITY. The review workshops shall be at the 65% and 95% design milestones. The ENGINEER shall provide the following items no later than seven (7)

days prior to each review workshop: agenda, half-size (11"x17") drawings (PDF format), and specifications (PDF format).

2.3.1.3 The ENGINEER will conduct two (2) project team coordination meetings.

2.3.1.4 The ENGINEER will conduct two (2) internal quality control (QC) meetings.

2.3.2 65% and 95% Design

2.3.2.1 The ENGINEER will prepare, for the approval by the OWNER, drawings and specifications setting forth in detail the requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.

2.3.2.1.1 The 65% design package shall consist of the following items:

2.3.2.1.1.1 General Sheets which will include a cover sheet, sheet index, project location map, general construction notes, survey coordination sheet, and overall site plan.

2.3.2.1.1.2 Plan and Profile sheets shall show the following: proposed plan/profile, pipe size, appurtenance locations, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on plan view. Plans will reflect surveyed conditions for the proposed pipeline for a total of up to 4,100 linear feet at a 1-inch equals 20-foot scale.

2.3.2.1.1.3 ENGINEER will provide an AACE Class 3 OPCC to reflect costs associated with the anticipated Project.

2.3.2.1.2 The 95% design package shall consist of the following items: Updated 65% design package with updated drawings, specifications, and an updated AACE Class 2 OPCC.

2.3.2.2 The ENGINEER will utilize the City of Norman's Standard Specifications and Constuction Drawings (City Specifications) to the maximum extent possible. Additional technical specifications will be prepared as required to supplement the City Specifications.

2.3.3 Permitting and Utility Coordination

2.3.3.1 After completion of the 95% quality control review meeting and prior to the advertisement for bids, ENGINEER will provide contract documents and prepare an engineering design report and calculations to comply with ODEQ requirements to obtain a Permit to Construct. OWNER will electronically submit the application package to ODEQ for review. If necessary, incorporate modifications requested by ODEQ. The OWNER will be responsible for fees associated with the permitting process.

2.3.3.2 Pursuant to Section 2.2.2, ENGINEER will prepare all required attachments for the ODOT application process. OWNER will submit application package to ODOT for their approval. If necessary, incorporate modifications requested by ODOT. The OWNER will be responsible for fees associated with the permitting process.

2.3.3.3 Submit plans as required to all private utility companies that may be affected by the project.

2.3.4 100% Design

2.3.4.1 ENGINEER will provide a written response to OWNER 95% comments and will modify documents incorporating required changes including any ODEQ, ODOT, or private utility required changes.

ENGINEER will provide the following sealed construction contract documents to OWNER: two (2) half-size (11"x17") drawing sets; two (2) specification sets; a Final OPCC and PDF files of the aforementioned documents.

2.4 BID PHASE SERVICES

2.4.1 Pre-Bid Activities

- 2.4.1.1 Assist the OWNER in the advertisement of the project for competitive bids.
- 2.4.1.2 Assist the OWNER in securing bids, preparing addenda, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the OWNER for publication in the local news media. The cost for publications shall be paid by the OWNER. The ENGINEER will distribute bid documents, plans and specifications for the Project to prospective bidders via CivCast. Coordinate and conduct a pre-bid conference for the project for each bid package included in Basic Services.
- 2.4.1.3 In conjunction with the OWNER, ENGINEER will issue addenda in response to questions raised during the bidding process. ENGINEER will transmit addenda to all plan holders via CivCast.

2.4.2 Post-Bid Activities

- 2.4.2.1 Prepare estimate to be opened at the formal bid opening.
- 2.4.2.2 Assist the OWNER in the opening and tabulation of bids for construction of project and recommend to the OWNER as to the proper action on all proposals received.
- 2.4.2.3 Assist the OWNER in coordinating the execution of the conformed contract documents. Provide conformed documents (plans and specifications) in electronic format (PDF OCR) via ftp site or optical disc.
- 2.4.2.4 Preparation of additional copies of the documents for the OWNER or other parties will be performed by the ENGINEER as an ADDITIONAL SERVICE.

2.5 CONSTRUCTION PHASE SERVICES

2.5.1 Pre-Construction Conference and Monthly Progress Meetings

- 2.5.1.1 Conduct pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conferences.
- 2.5.1.2 Attend monthly progress meetings as needed at City Offices with the OWNER and the PROJECT contractor. Meet with OWNER staff and/or the City Council for PROJECT discussions, coordination and presentations as required by the OWNER.

2.5.2 Field Activities

- 2.5.2.1 Represent the OWNER in Non-Resident construction administration of the project. In this capacity, the construction administration duties shall not place any responsibility on ENGINEER for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
- 2.5.2.2 The presence and duties of ENGINEER's personnel at a construction site, whether as onsite representative or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to,

all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions related to such construction work.

- 2.5.2.3 ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except ENGINEER's own personnel.
- 2.5.2.4 The presence of the ENGINEER's personnel at a construction site is for the purpose of providing the ENGINEER and the CITY a greater degree of confidence that the completed work conforms generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The ENGINEER neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.
- 2.5.2.5 Make an average of one visit every other month to the site for a 12-month period (6 visits total) beginning with the date of execution of a construction contract by the OWNER to observe the progress and the quality of work and attend a construction progress meeting. The ENGINEER shall become familiar with the progress and quality of the work completed and will determine in general if the work when completed will be in accordance with the contract documents. In addition, on the basis of on-site observations, the ENGINEER shall exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of CONTRACTOR or any subcontractor. The OWNER's approval, acceptance, use of, or payment for all or any part of the ENGINEER's services hereunder or the PROJECT itself shall in no way alter the ENGINEER's obligations or the OWNER's rights hereunder.
- 2.5.2.6 Meet and review construction progress with OWNER inspectors, or 3rd Party Inspection personnel under contract with the OWNER, during the monthly site visits.
- 2.5.2.7 Exhaustive or continuous on-site inspections by the Engineer to check quality or quantity of the work or material shall be considered an ADDITIONAL SERVICE.
- 2.5.2.8 Conducting, with the OWNER's representative, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents.

2.5.3 Construction Documentation

- 2.5.3.1 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the CONTRACTOR is required to submit for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
- 2.5.3.2 Interpret the intent of the plans and specification for the OWNER and CONTRACTOR, responding to Requests for Information. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an Additional Service. NOTE: Such studies conducted by the ENGINEER, if determined to be inadequate, due to incompleteness of ENGINEER prepared plans and specifications will be revised without additional compensation. Any defective designs, plans or specifications furnished by the ENGINEER shall be promptly corrected by the ENGINEER at no cost to the OWNER.
- 2.5.3.3 Review testing laboratories' reports and inspection bureaus required for the testing or inspection of materials, factory testing, etc., for the project. The cost of such laboratory tests or inspection shall be paid by the OWNER. Review daily construction reports and photo for general PROJECT progress.
- 2.5.3.4 Accompany the OWNER in conducting one (1) final completion inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review

and comment on the certificate of completion and the recommendation for final payment to the Contractor. Prepare a list of deficiencies to be corrected by the contractor before final payment is released.

- 2.5.3.5 ENGINEER will review and comment on the certificate of completion and the recommendation for monthly progress payments to the CONTRACTOR. Verification of quantities and completion of work shall be the responsibility of the OWNER. OWNER will provide a copy of the approved pay application to the ENGINEER.
- 2.5.3.6 Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.
- 2.5.3.7 Review, evaluate and prepare change orders as required.

2.6 AS-BUILT RECORD DOCUMENTS

2.6.1 As-Built Record Documents

- 2.6.1.1 Revise contract drawings with reference to the Contract Document required "red line" notations and the assistance of assigned OWNER or 3rd Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish as-built record documents in PDF, CAD and GIS formats. No hardcopy will be required.

ADDITIONAL SERVICES

Additional Services are those services not included in General Services that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. ENGINEER will not conduct any ADDITIONAL SERVICES without written authorization from the OWNER. These include, but are not necessarily limited to the following:

- a. Other services not included in Basic or Special Services that are approved by the OWNER.
- b. Ownership plats will be prepared for up to six (6) parcels showing both permanent and temporary construction easements, with accompanying exhibits. Billings will be based on the actual number of exhibits prepared and delivered to the OWNER.
 - One electronic executed PDF of the complete instrument for each parcel.
 - Five (5) original hard copies of the complete instrument for each parcel.
- c. Resident project representative (RPR) services.
- d. Additional archeological investigations beyond those provided in Basic or Special Services. If required by ODOT, the geotechnical report shall include a hydraulic fracture analysis and general estimates of the minimum and maximum allowable mud pressures would be for a Horizontal Directional Drill (HDD) crossing of I-35.
- e. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- f. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
- g. Providing additional copies of reports, plans, specifications, and contract documents beyond those specifically described in Basic and Special Services.
- h. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.

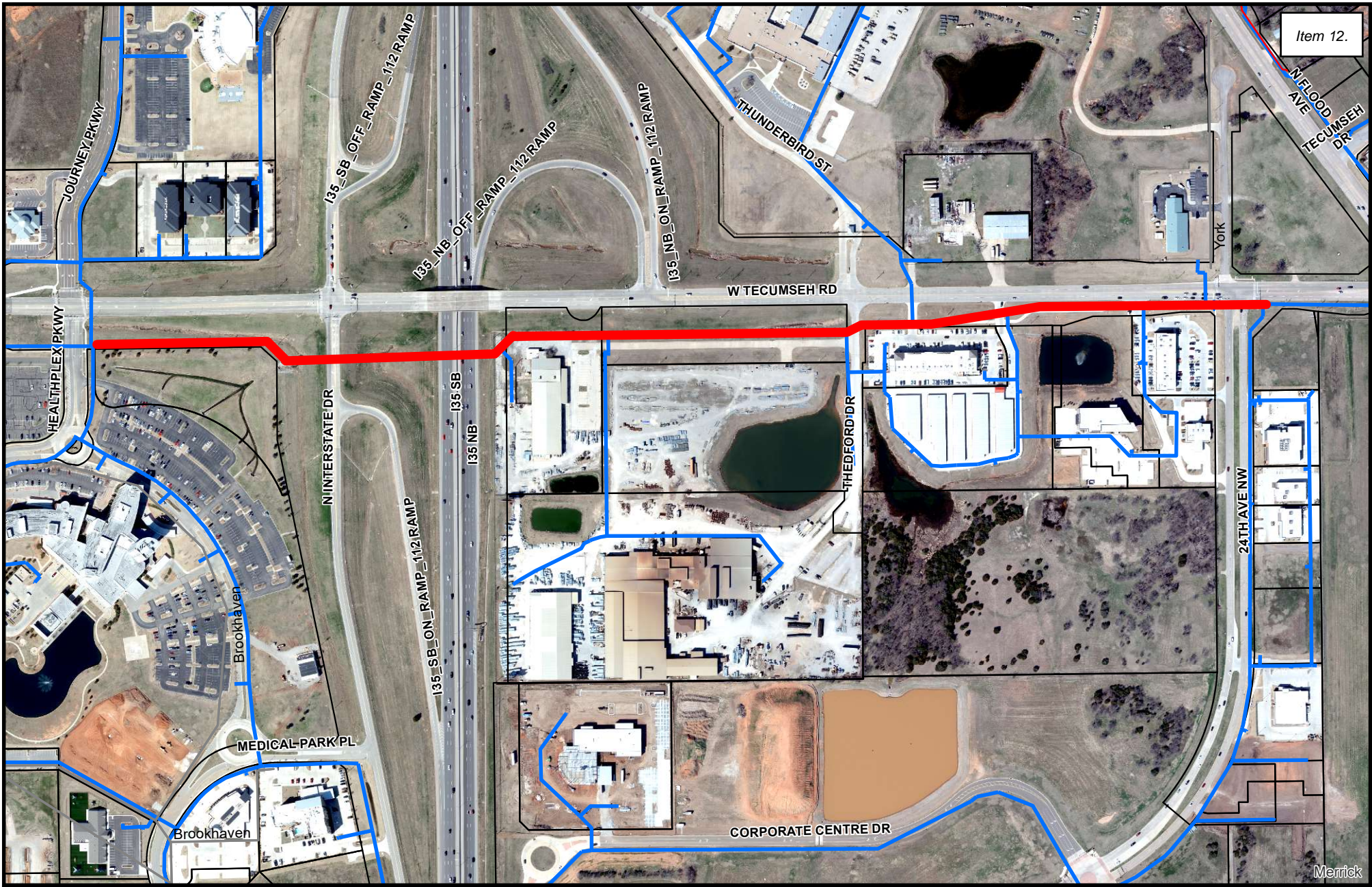
- i. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- j. Payment of fees for permit applications and publication(s) of notices.
- k. Public relation activities and consulting services.

**ATTACHMENT C
COMPENSATION**


The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

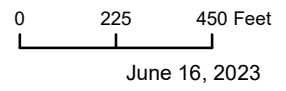
Activity	Task Description	Lump Sum Amount
2.1	Project Management and Coordination	\$24,960
2.2	35% Design (Includes Subconsultant Expenses)	\$130,462
2.3	Detailed Design Services	\$112,020
2.4	Bid Phase Services	\$9,600
2.5	Construction Phase Services	\$30,160
2.6	As-Built Record Documents	\$6,680
Total		313,822



The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.



Tecumseh Rd - Flood Ave to Journey Pkwy

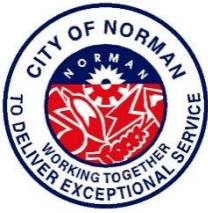

 Map Produced by the City of Norman
 Geographic Information System.
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



Legend
 Waterline
 Line to be Re

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-130: BY AND BETWEEN THE CITY OF NORMAN AND MTS BRUSHHOGGING, DOZER & LAWN, L.L.C., FOR EMERGENCY SNOW REMOVAL.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-130: BY AND BETWEEN THE CITY OF NORMAN AND MTS BRUSHHOGGING, DOZER & LAWN, L.L.C., FOR EMERGENCY SNOW REMOVAL.

BACKGROUND:

Winters in Oklahoma can be harsh and treacherous. When winter storms sweep through Norman, many City Staff must still provide services to the citizens of Norman, including Emergency services such as police, street crews, traffic crews, FEMA shelters and facility maintenance, and other essential services such as trash, bill pay, permits, and city governance. For years, Park Maintenance staff has cleared snow and ice from the City Hall complex, East Side Library, Central Library, Whittier, Irving, and 12th Street Recreation centers, The Train Depot, the Senior Center, and new additions such as the downtown transit center, Adult Wellness and Education center, and the Young Family Athletic Center. In recent years, Park Maintenance has relocated to North Base. Previously, at the North Base site, Line Maintenance staff would clear the road for the mechanic shops, fuel stations, transit facility, and CNG station to allow critical City Staff to function and provide transportation to the citizens in Norman.

Very recently, Line Maintenance has moved away from North Base to a new location on the east side of Norman. The relocation makes logistics difficult for Line Maintenance to continue to operate as the snow removal crew for North Base. Park Maintenance will assume the role of snow removal and clearing for North Base for emergency services, fuel, and transportation. This responsibility will stretch the staff's ability to earn, service, and maintain sidewalks and parking lots at these other locations at a safe and acceptable level during storms with high precipitation rates.

DISCUSSION:

Emergency action plans typically recommend having prepositioned agreements with more than one company if one is unresponsive or incapable of responding in a reasonable amount of time. These are stand-by agreements with no associated value. For bid purposes, City Staff requested unit pricing for person-hours and equipment hours used. Additional items would be the cost of

ice melt and quantities of equipment. The agreement does not have a value until a work order is developed and a "Notice to Proceed" is issued by the City Staff.

The City of Norman Staff requests to execute agreements with two companies in preposition contracts. These prepositioned contracts will be for one year with the option for renewal for four consecutive years. It is essential to have multiple prepositioned contracts in case additional assistance is needed by more than one company and to protect price gauging in times of desperation. The two companies and their associated bids were as follows:

1. Pitzer's Lawn Management Company
 - a. Snow plow/operator - \$165/hr
 - b. Construction equipment/operator - \$165/hr
 - c. Sidewalk clearing labor - \$49/hr
 - d. Ice Melt per lbs. - \$0.75/lbs.

2. MTS Brushhogging, Dozer & Lawn LLC
 - a. Snow plow/operator - \$200/hr
 - b. Construction equipment/operator - \$140/hr
 - c. Sidewalk clearing labor - \$40/hr
 - d. Ice Melt per lbs. - \$0.80/lbs.

Staff recommends that the City enter into a prepositioned agreement with each of the two lowest qualified bidders. During a snow event, staff will call the lowest bidder, and if they are still waiting to respond within the timeframe listed in the work order issued under the agreement, staff will contact the second lowest bidder to answer.

The pre-positioned agreement will be effective for a period of one year, with the option for the Council to extend the contract for four additional one-year periods upon mutual agreement of both parties, for a maximum contract term of five years. If both the City and the contractor agree upon agreement renewal, price adjustments for set rates will not exceed the average of the Construction Cost Index (CCI) during the twelve months prior to renewal or 5%, whichever is less. Prices are locked in for a one-year period. All work set forth in the scope of work must be approved by personnel authorized by the City Manager.

RECOMMENDATION:

Staff recommends that contract K-2324-130 for snow removal of City facilities be awarded to MTS Brushhogging, Dozer & Lawn, L.L.C., on an on-call basis under the condition that Pitzer Lawn Management Company cannot respond to perform snow and ice removal operations.

AGREEMENT FOR ON-CALL SNOW AND ICE REMOVAL SERVICES

This Agreement made and entered into this 13th day of February, 2024, by and between MTS Brushhogging, Dozer & Lawn LLC, hereinafter designated as "Contractor", and the City of Norman, a municipal corporation, hereinafter designated as "City".

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 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:

- (a) On-Call Snow and Ice Removal Services

WHEREAS, the City, in the manner provided by law, has determined and declared the above-named Contractor to be the lowest and best on the above prepared project, and has duly awarded this Agreement to said Contractor.

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

- 1. The parties desire to enter into this Agreement for an initial one (1) year term, beginning on the date above shown. Thereafter, this Agreement shall renew automatically on an annual basis, unless terminated pursuant to the provisions set forth herein, for a maximum contract term of five (5) years from the date above shown. Upon renewal of the Agreement for additional one (1) year terms, the pre-determined rates established in Exhibit B may be adjusted, if requested by Contractor, for such renewal term, but must not exceed the average Construction Cost Index (CCI) during the twelve (12) months prior to renewal or a 5% increase, whichever is lower.
2. The Contractor shall, in a good and first-class, workman-like manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Agreement and associated documents, such as Exhibits and Work Orders.
3. It is agreed that the Contractor will commence work only after a Work Order has been issued to it by the City with a Notice to Proceed. Work Order's will be issued on an as-needed basis and shall detail the specific services to be completed for the project at issue. Work shall commence within the reasonable time specified in the Work Order as time is of the essence. Contractor shall pursue the Work Order vigorously and continuously and complete the same in the timeline specified in the Work Order.
4. The City shall pay the Contractor for the work performed under each issued Work Order as follows:

- (a) The Contractor is to be paid according to the agreed upon, pre-determined rates associated with hourly staffing and equipment rentals for the specific services offered, as provided and incorporated herein as Exhibit B.
- (b) City will pay Contractor within thirty (30) days of receipt of a valid invoice for services rendered.
- (c) On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the Contractor's project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with the Work Order and this Agreement, and upon making such determinations, said official shall make their final certificate to the City.
- (d) 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 payment an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

5. The Contractor will retain all pertinent records, documents and files for a period of five (5) years beyond completion of services provided or termination, for any reason, of the Agreement. The Contractor shall maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Contractor shall permit periodic audits by City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by the City and Contractor, such agreement as to the time and place for audits may not be unreasonably withheld.

6. The Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement or associated Work Orders unless additional materials or work are authorized by written Change Order, executed by the City; and that in the event any additional work and/or materials are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefore whatsoever.

7. If any additional work is performed or additional materials are provided by the Contractor upon authorization by the City, the Contractor shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.

8. 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 City 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 therefor by the City.

9. The Contractor shall complete the work in accordance with the terms of this Agreement, the accompanying Work Order, and shall comply with all existing federal, state and local laws, rules and regulations.

10. The Contractor shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the City prior to issuance of a Work Order and commencement of work on the project.

- (a) Insurance. During performance of this Agreement, Contractor shall maintain the following insurance, in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto:
- i. Commercial General Liability (Combined Property Damage, Bodily Injury): \$1,000,000.
 - ii. Automobile Liability (Combined Property Damage and Bodily Injury): \$1,000,000.
 - iii. Workers Compensation: Statutory; plus Employers' Liability insurance (each occurrence): \$500,000.
 - iv. Professional Liability: \$2,000,000.

Contractor shall furnish City certificates of insurance with provisions that such insurance shall not be canceled, decreased, nor fail to be renewed without thirty (30) days written notice to City.

11. Termination.

- (a) For convenience: The City may terminate or suspend this Agreement, in whole or in part, for the City's convenience upon written notice to Contractor. The City shall pay Contractor for all the services performed to date at an amount not to exceed the normal pre-determined rate amount for the authorized services rendered.
- (b) For cause: 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 through no fault of the party initiating termination. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the initiating party.
- i. If this Agreement is terminated by reason of default on the part of the Contractor, upon final determination by a court that the termination was improper, the termination will be deemed converted to a termination for convenience and the Contractor's remedy shall be limited to the recovery of compensation set out in paragraph (a) above.

12. Communications. Any communication required by this Agreement shall be made in writing to the address specified below:

City:

Jason Olsen
Director of Parks and Recreation

225 N. Webster Ave
Norman, Oklahoma 73073

Contractor:

MTS Brushhogging, Dozer & Lawn, LLC
34910 OK-51 Mannford, OK 74044

13. No provision of this Agreement or of any associated 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 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 City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

14. Contractor and City each agrees to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors or omissions.

15. Severability: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

16. Governing Law; Venue: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

17. Entire Agreement; Amendments: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. Assignment: This Agreement shall not be assigned by the Contractor without prior written consent of the City, said consent not to be unreasonably withheld.

19. Nondiscrimination: The Contractor agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age,

place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

20. Non-Waiver: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

21. Liability, Indemnification, and Insurance shall survive completion, suspension, or termination, for any reason, of this Agreement.

22. The Contractor's bid is hereby made a part of this Agreement as Exhibit C.

23. The sworn, notarized contract affidavit, provided and incorporated herein as Exhibit A, must be signed and notarized before this Agreement will become effective.

[Signatures on following page]

EXHIBIT A

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) SS
COUNTY OF Creek)

Bryan Brennan Spivey of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Bryan Brennan Spivey
CONTRACTOR

Subscribed and sworn to before me this 13th day of February, 2024.

Brandie A Varner
Notary Public

My Commission Expires:

June 2, 2024

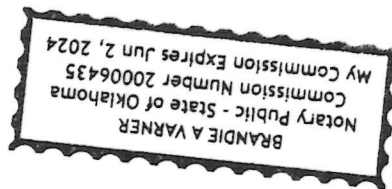


EXHIBIT B

MTS Brushhogging, Dozer & Lawn LLC

Snow Plow/operator - \$200/hr

Construction equipment/operator - \$140/hr

Sidewalk Clearing Labor - \$40/hr

Ice Melt per lbs. - \$0.80/lbs.



The City of
NORMAN

225 N. Webster Ave.
Norman, Oklahoma 73069

PARKS AND RECREATION
Phone: 405-366-5472
Fax: 405-366-5470

SNOW CLEARING PROPOSAL SHEET

Name of Company: MTS Brushhogging, Dozer & Lawn, LLC

Contact information: Landon Sloan

List of Equipment available to be used – Please be descriptive

(3) 289D Skidsteer with 10' snow plow

(2) 2020 Ford F450 w/slow plow

(5) 6120E4X4 John Deer Tractors with front end loaders equiped for snow removal

(1) Newholand backhoe with front end loader with angle blade equiped for snow removal

All Tractor equipment has angle blade in rear if needed for the city if needed to help maintain roads.

Number of Personnel available: 15

Truck with Plow hourly rate: \$ 200.00 /hour

Skid Steer hourly rate: \$ 140.00 /hour

Sidewalk Clearing/treating hourly rate \$ 40.00 /hour

Per lbs. Price Ice Melt \$ 0.80 /lbs.

References

<u>Name</u>	<u>Company</u>	<u>Contact</u>
Reference: <u>Tommy Overholser</u>	<u>ODOT Dist. 4 Maintenance Mgr.</u>	<u>405-613-3582</u>
Reference: <u>R.D.</u>	<u>Turner Turnpike Maintenance Division</u>	<u>405-388-7314</u>
Reference: <u>John Remington</u>	<u>Tulsa County Engineer</u>	<u>918-798-6949</u>

EXHIBIT C



The City of
NORMAN
225 N. Webster Ave.
Norman, Oklahoma 73069

PARKS AND RECREATION
Phone: 405-366-5472
Fax: 405-366-5470

Request for proposal 2324-35

The City of Norman, located at 201 West Grey, is seeking written proposals for snow and ice clearing services at our Main Municipal Campus, as depicted in the attached map, on an as needed basis.

Scope of Work: Work will include plowing, shoveling and dispensing ice melt from parking lot, drives, and sidewalks during winter weather events.

Snow and ice shall be pushed to or placed in designated areas that will be agreed upon by the contractor and City of Norman Parks and Recreation Department.

The term contract will be for one (1) fiscal year, July 1, 2024 – June 30th, 2025. When the City of Norman deems it is necessary to utilize the successful bidder, the Park Manager will contact the successful bidder, giving as much notice as possible to inform that their services will be needed. The successful bidder should only respond when contacted by the Park Manager. The successful bidder will be responsible for any damage to City of Norman property while removing snow on campus grounds. The City of Norman will not be responsible for any damage to the successful bidder's equipment under any circumstances. City of Norman has some capabilities for snow removal and may work in coordination with the successful bidder when applicable.

To be considered the bidder must,

1. Possess appropriate state and local business licenses and insurance
2. Provide a completed snow clearing proposal sheet
3. Possess and provide appropriate equipment inventory list
4. Provide three (3) references with proposal

Upon selection, bidder must be able to provide:

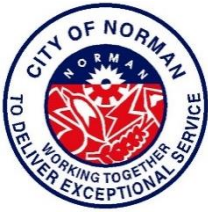
1. A form W-9 with Tax ID
2. A Certificate of Liability Insurance with a minimum of \$1,000,000 worth of liability insurance, pursuant to the Oklahoma Governmental Tort Claims Act 51 O.S. §154.

A map of the City of Norman Main Municipal Campus is attached with a legend of areas and their treatment styles and priorities.

Please complete and return the attached proposal labeled "Snow Clearing Proposal sheet". Deliver to the Parks and Recreation Office at 225 N. Webster Ave. Norman, Ok 73069 or mail your proposal ATTN: Wade Thompson, Parks Manager and the address referenced above. Proposals will be accepted until December 29, 2023 at 5:00 p.m. If you have any questions, please contact the Park Manager, Wade Thompson at 405-366-5478.

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-132: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND VODA, INC., IN THE AMOUNT OF \$55,800 FOR CONSULTING SERVICES FOR DESKTOP WATER LINE CONDITION ASSESSMENT AND LEAD SERVICE LINE MODELING SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-132: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND VODA, INC., IN THE AMOUNT OF \$55,800 FOR CONSULTING SERVICES FOR DESKTOP WATER LINE CONDITION ASSESSMENT AND LEAD SERVICE LINE MODELING SERVICES.

BACKGROUND:

The Utilities Department, serving as staff of the Norman Utilities Authority (NUA), operates and maintains approximately 650 miles of water lines within the NUA distribution system. Approximately half of the existing lines are made of cast or ductile iron, which has shown a higher rate of failure than other pipe materials in the system due to corrosion from the aggressive soils. Water line replacement projects are regularly programmed based on past experiences of failure which can be a good predictor of future performance but incorporating other factors that impact the likelihood of failure plus accounting for the consequence of failure will allow staff to better prioritize projects. As technology has improved, incorporating machine learning and artificial intelligence into this effort has been done by other municipal utilities with positive results.

Request for Proposal 2324-22 was issued on November 2, 2023, and three proposals were received. The review committee of City staff evaluated the proposals and selected Voda, Inc. at the most qualified consultant for the project.

DISCUSSION:

This proposed contract would provide for Voda to complete a “desktop condition assessment” of the water lines within the distribution system. Each segment of water line within the City’s database will be evaluated and scored for both likelihood and consequence of failure using information from GIS databases such as pipe age, material, soil conditions, and other factors relevant to pipe reliability. To prove their model’s validity for our system, the model will be set up using historical data and the analysis will then be performed and compared against actual results for a test year.

Additionally, Voda will also be performing an evaluation of the water services for lead probability based on field-verified lead lines, to allow staff to better focus inventory and replacement efforts.

The fee for the water line condition assessment is \$44,800 and the fee for the lead service modeling is \$11,000 for a total estimated fee of \$55,800. Funding for this work is recommended to be allocated as following:

1. Water line condition assessment - \$44,800 –Asset Management, Design (Account 31999942-46201; Project WA0337) which has an available balance of \$91,459.11.
2. Lead service line modeling - \$11,000 – Lead Service Line, Design (Account 31996684-46201; Project WA0384) which has an available balance of \$400,000.

RECOMMENDATION:

Staff recommends that NUA approve Contract K-2324-132 between NUA and Voda, Inc., in the amount of \$55,800 for consulting services for Water Line Condition Assessment and Lead Service Line Modeling Services.

AGREEMENT
FOR
CONSULTING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Voda Inc, (CONSULTANT);

WITNESSETH

WHEREAS, OWNER intends to complete a desktop water line condition assessment to better prioritize water line replacement projects; and

WHEREAS, OWNER will utilize a consultant experienced in water line condition assessment utilizing artificial intelligence and machine learning to score existing water lines to allow for better prioritization of water lines for replacement projects (the SERVICES); and,

WHEREAS, CONSULTANT is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

CONSULTANT shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT's SERVICES on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by CONSULTANT.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.
- 6.4. Meetings: OWNER will participate in progress meetings or other meetings with CONSULTANT or contractor(s) defined in Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's SERVICES or PROJECT construction.

6.6. INTENTIONALLY LEFT BLANK.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a consultant under similar circumstances. CONSULTANT shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

CONSULTANT represents and warrants, using commercially reasonable efforts that (i) the SERVICES will produce recommendations that are based upon assumptions that are reasonable and made in good faith and (ii) the recommendations will be made in light of all circumstances reasonably known to it and are not to be viewed as facts or predictions.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The CONSULTANT agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, CONSULTANT shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.
- 8.6 LIMITATION OF LIABILITY. Notwithstanding anything to the contrary set forth in this AGREEMENT, in no event shall CONSULTANT'S liability for any alleged claim exceed the amount paid by OWNER to CONSULTANT under this AGREEMENT, or \$200,000, whichever amount is greater.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT CONSULTANT shall maintain the following insurance:

- 9.1 Worker's compensation insurance for CONSULTANT's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

CONSULTANT shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and CONSULTANT as additional insured on their General Liability Insurance policies.

CONSULTANT and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and CONSULTANT to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to the OWNER 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 assigned to CONSULTANT in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, CONSULTANT's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request CONSULTANT shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by CONSULTANT pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - 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 (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay CONSULTANT for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES

rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to CONSULTANT's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT 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; riot 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 OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONSULTANT: Cory Sides, SVP of Sales
VODA.ai
50 Milk Street, 15th Floor
Boston, MA 02109
(704) 775-5365
cory@voda.ai

OWNER: Nathan Madenwald, Utilities Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
(405) 366-5426
nathan.madenwald@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and OWNER.

ARTICLE 16 - WAIVER

A waiver by either OWNER or CONSULTANT 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.

ARTICLE 17 - 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 or 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 this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The CONSULTANT shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- B. In the event of the CONSULTANT's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The CONSULTANT may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the CONSULTANT.
- C. The CONSULTANT agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Schedule
- Attachment B - Scope of Services
- Attachment C - Compensation

The following documents are made a part of this AGREEMENT by reference.

- OWNER's RFP-234-22 Dated November 7, 2023
- CONSULTANT's Response to the RFP Dated November 30, 2023

In the event of conflict between any of these documents the order of precedence shall be this (1) AGREEMENT, (2) the CONSULTANT's Response, (3) the OWNER's RFP.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT 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.

ARTICLE 21 – INTELLECTUAL PROPERTY RIGHTS

For the avoidance of doubt, and notwithstanding anything in this AGREEMENT to the contrary, CONSULTANT is the sole and exclusive owner of all right, title, and interest in its pre-existing underlying technology and intellectual property, including but not limited to proprietary machine learning engine, all software code and methodologies, and its software graphical user interface (collectively, "CONSULTANT IP") and any enhancements, derivatives, and/or extensions thereto, and, are not and shall not be considered "works made for hire" nor "work product" and will be used to create the deliverables identified in Attachment B, Scope of Services.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT.

DATED this _____ day of _____, 2024.

Voda Inc – CONSULTANT

ATTEST

By: *Cory Sides*

Dan M. Hack

Title: Cory Sides, SVP of Sales

Dan Hack, EVP of Operations

NORMAN UTILITIES AUTHORITY – OWNER

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2024.

ATTEST

By: _____

Title: _____

**ATTACHMENT A
SCHEDULE**

This AGREEMENT allows for the analysis and delivery of both Risk Modeling for Water Mains, as well as Predictive Modeling for Lead Services. A separate schedule for each is outlined below. These SERVICES may be conducted either in series or parallel as is mutually agreed upon by OWNER and CONSULTANT. Consideration to be given to workload / bandwidth of available staff and other resources and priorities for OWNER.

RISK MODELING PROJECT SCHEDULE

Key project milestones are outlined below. CONSULTANT anticipates results completed with six to twelve weeks after the kickoff meeting. Variances in completion are typically due to the initial data quality and the availability of OWNER staff to assist with completion of the Data Validation & Exception Reports.

Description	Duration
Project kickoff meeting	1 Day
Data collection	1 – 3 Weeks from kickoff
Data validation	1 – 3 Weeks from data collection
Processing and Analysis	1 – 2 Weeks from data validation
Review Accuracy Results	1 Day
Processing and Analysis Future Model	1 – 2 Weeks from results meeting
COF & Planner Config & UI Training	1 – 2 Weeks from LOF post

LEAD MODELING PROJECT SCHEDULE

Key project milestones are outlined below. CONSULTANT anticipates results completed with six to twelve weeks after the kickoff meeting. Variances in completion are typically due to the initial data quality and the availability of OWNER staff to assist with completion of the Data Validation & Exception Reports.

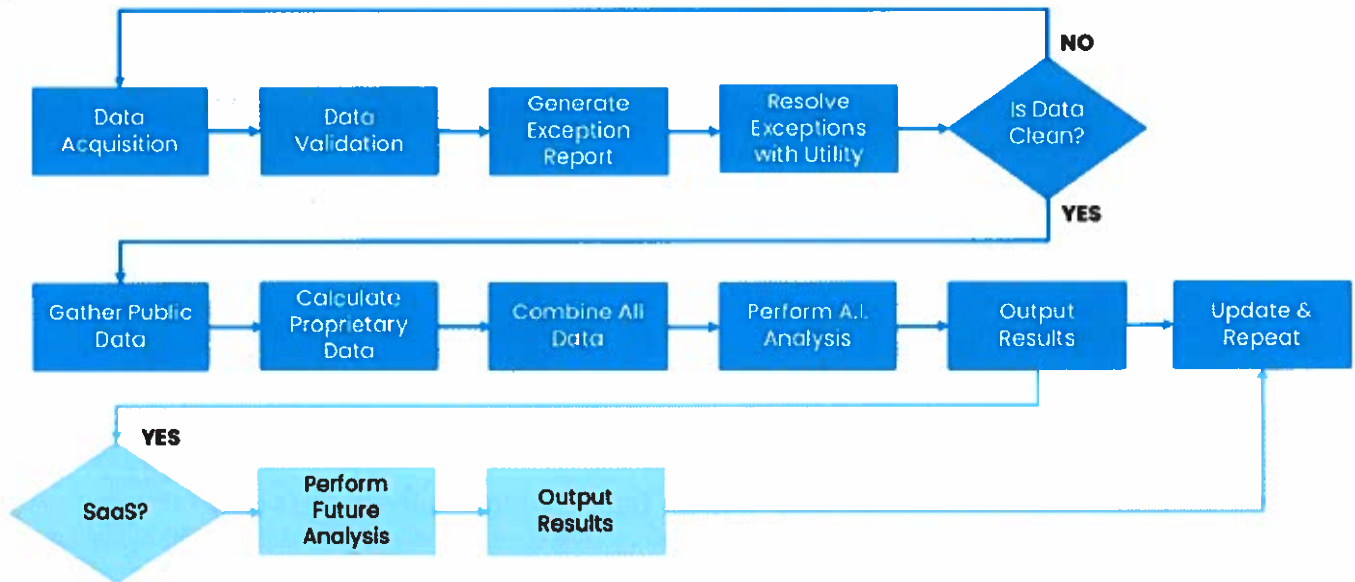
Description	Duration
Project kickoff meeting	1 day
Delivery and analysis of initial data	1 – 3 Weeks from kickoff
Data validation and exception reporting	1 – 4 Weeks from data collection
Processing, analysis, and identification of required field verifications	1 – 3 Weeks from data validation
Conduct field verifications	Depends on utility schedule
Create and run predictive model	2 – 4 weeks from field verifications
Identify secondary field verifications (if needed)	1 day
Conduct secondary field verifications	Depends on utility schedule
Publish final model results	1 – 2 weeks from field verifications
Review results & UI training	1 day

ATTACHMENT B SCOPE OF SERVICES

This AGREEMENT allows for the analysis and delivery of both Risk Modeling for Water Mains, as well as Predictive Modeling for Lead Services. A separate scope of services for each is outlined below. These SERVICES may be conducted either in series or parallel as is mutually agreed upon by OWNER and CONSULTANT. Consideration to be given to workload / bandwidth of available staff and other resources and priorities for OWNER.

RISK MODELING SCOPE OF SERVICES

A summary of the Project Workflow is below.



1. Data Acquisition from OWNER - A successful analysis requires a robust collaborative environment with participation from all parties. Data acquisition begins with a kickoff meeting to identify and discuss available utility data for consideration and establish working parameters and preferred communications. After the kickoff meeting, the utility will provide the pipe and failure data described in Appendix A of the CONSULTANT's Response to the RFP and any other information identified.

2. Data Validation - CONSULTANT will apply proprietary data validation algorithms to find anomalies, inconsistencies, or missing data and generate an Exception Report.

3. Resolve Exceptions with OWNER – Depending on the number of exceptions and data questions, multiple iterations of the Data Validation and Exceptions Process may be required.

4. Gather Additional Data Sets - CONSULTANT will gather relevant data from multiple public and private sources. CONSULTANT then calculates proprietary engineered variables based on the intersection of utility and public datasets.

5. Run AI/ML Analysis - All data sets (utility provided, publicly available, and engineered) are analyzed by CONSULTANT's AI engine.

6. Provide Results – The LOF rankings based on available data through the current period are provided via .shp and/or .csv file. For the validation of model accuracy (demonstration or proof requested by OWNER), the results will be provided as follows.

LOF Rankings Provided - CONSULTANT will provide the LOF rankings for 2023.

OWNER Provides Actual Failures - After receipt of the rankings, OWNER will provide the actual failure data from 2023 for comparison.

Review the Results - CONSULTANT and OWNER will jointly review and compare the rankings from the AI/ML analysis with the actual failure data from 2023 during the Demonstration Results Review Meeting.

7. Perform Future Analysis / Repeat with Model Updates – After the accuracy has been validated using the methodology in Step 6, CONSULTANT will analyze the previously withheld failures using the AI/ML engine and provide forward looking analyses with twelve-month, three, five, ten, and twenty-year projections and provide hands-on UI training for OWNER staff. Results will be delivered via the UI. On a routine basis CONSULTANT will download any new GIS and failure data and rerun the analysis with all results being updated via the UI to an unlimited number of users for the length of the subscription.

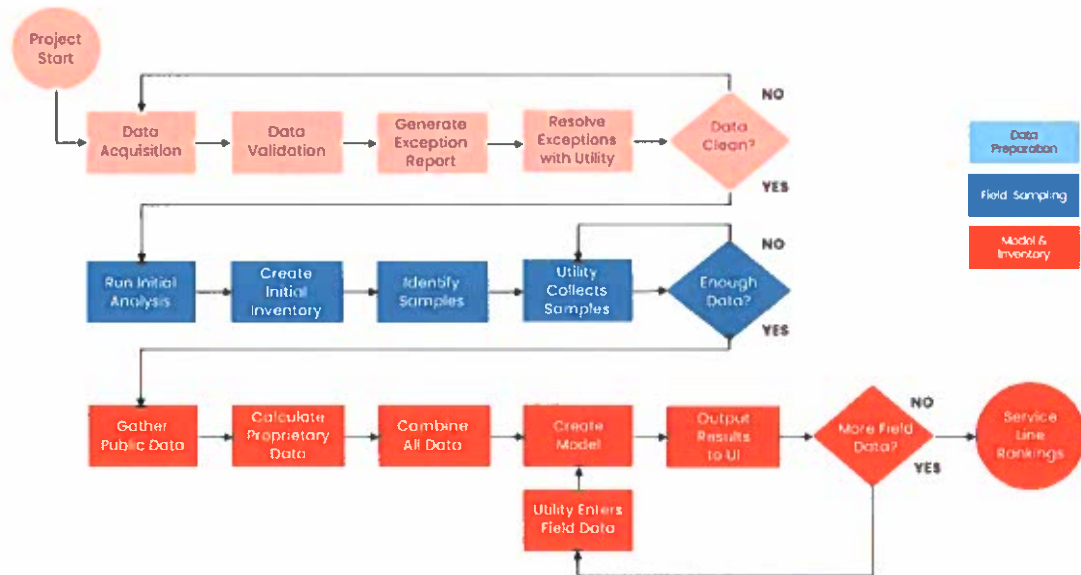
RISK MODELING SUMMARY OF RESPONSIBILITY

Description	Type	Responsible Party	
		CONSULTANT	OWNER
Participate in a project kickoff meeting	A	X (P)	X
Provide required utility data in accordance with Appendix A of the RFP Response	D		X
Provide additional utility data identified in kickoff meeting (pressure, flow, etc.)	D		X
Run data validation process (may require more than one iteration)	A	X	
Provide exception report(s)	D	X	
Provide response(s) to exception report(s)	D		X
Gather / calculate public and proprietary data	A	X	
Run AI Analysis	A	X	
Provide LOF ranking results (for 2023)	D	X	
Provide actual 2023 failure data	D		X
Participate in demonstration results review meeting	A	X (P)	X
Provide previously withheld utility data	D		X
Run AI Analysis with future looking time windows	A	X	
Provide UI access and training for OWNER staff including the following modules: <ul style="list-style-type: none"> • LOF • COF • BRE • Planner 	D	X	
Provide ongoing training and support	A	X	

- A - Activity
- D - Deliverable
- X - Denotes Responsible Party
- P - Primary Responsibility

LEAD MODELING SCOPE OF SERVICES

A summary of the Project Workflow is below.



1. **Data Acquisition from the OWNER** - A successful analysis requires a robust collaborative environment with participation from all parties. Data acquisition begins with a kickoff meeting to identify and discuss available utility data for consideration and establish working parameters and preferred communications. After the kickoff meeting, the utility will provide the pipe and failure data requested by CONSULTANT and any other information identified.
2. **Data Validation** - CONSULTANT will apply proprietary data validation algorithms to find anomalies, inconsistencies, or missing data and generate an Exception Report.
3. **Generate Exception Report** – The Exception Report generally consists of questions and data examples of potentially problematic data.
4. **Resolve Exceptions with OWNER** – CONSULTANT collaborates with the OWNER to resolve any exceptions and make improvements to the data. Depending on the number of exceptions and data questions, multiple iterations of the Data Validation and Exceptions Process may be required. The goal is to get the data as clean as reasonably possible.
5. **Run Initial Analysis** – All service line data is analyzed for both public and private sides.
6. **Create Initial Inventory** - A list of unknowns is created based on the initial data. CONSULTANT creates public and private unknowns as well as EPA Unknowns (unverified historical records) and analyzes each data set for possible similarities.
7. **Identify Samples** - CONSULTANT creates a list of spatially distributed, randomized locations for field verification for each data set in order to create an initial profile at the required confidence level.
8. **OWNER Collects Samples** – The OWNER conducts field verifications at each of the identified sites to capture the actual service line material. The results from the initial field verifications are examined as a team to

determine if more investigations are needed (e.g., were unexpected lead services found or did the historical records prove inaccurate).

9. **Gather Public Data** – CONSULTANT will gather relevant data from multiple public and private sources.
10. **Calculate Proprietary Data** - CONSULTANT then calculates proprietary engineered variables based on the intersection of OWNER and public datasets.
11. **Combine All Data** – CONSULTANT combines the results of the field verifications with the OWNER, public, and proprietary data to run the AI or statistical model.
12. **Create Model** – The AI engine or statistical weights are applied to the combined data sets (OWNER, public, proprietary) to build the model which ranks all unknown services by likelihood of lead.
13. **Output Results to UI** – The likelihood of lead rankings are provided via to the UI where the inventory results are available for access, analysis, and download by utility personnel. OWNER personnel are trained on the UI including how to re-run the model after further material verifications are conducted.
14. **Utility Enters Field Data** – With any subscription, the OWNER is able to capture additional data as part of ongoing field work and make material updates wither directly in the UI, or by .csv file upload. OWNER staff can re-run the predictive model on a daily basis to further refine and enhance the ranking results and determine the remaining likelihood of finding any lead services remaining.

LEAD MODELING SUMMARY OF RESPONSIBILITY

Description	Type	Responsible Party	
		CONSULTANT	OWNER
Participate in a project kickoff meeting	A	X (P)	X
Provide required utility data in accordance with CONSULTANT requests	D		X
Provide additional OWNER data identified in kickoff meeting (if any)	D		X
Provide any supporting data to OWNER required for regulatory approval, if necessary	D	X	
Create & submit reports or approval requests to regulatory agencies, if necessary	D		X
Run data validation process (may require more than one iteration)	A	X	
Provide exception report(s)	D	X	
Provide response(s) to exception report(s)	D		X
Create unknown data sets, public & private, identify historical unverified records, and identify specific locations for field verifications including primary & alternate sites	D	X	
Complete field verification of material at identified locations and provide results	D		X
Gather / calculate public and proprietary data	A	X	
Create & run predictive model	A	X	
Provide likelihood of lead ranking results and inventory via the UI	D	X	
Participate in results review meeting	A	X (P)	X
Provide UI access and training for OWNER staff	D	X	

Identify any additional field verifications needed to improve the model	D	X	
Conduct secondary field verifications and provide results	D		X
Provide any supporting data or reports to OWNER required for regulatory approval, if necessary	D	X	
Submit final inventory to regulatory agencies	D		X
Provide ongoing training and support	A	X	

- A - Activity
- D - Deliverable
- X – Denotes Responsible Party
- P – Primary Responsibility

**ATTACHMENT C
COMPENSATION**

COMPENSATION

The OWNER will compensate CONSULTANT on a lump sum basis for the SERVICES rendered on an annual basis.

Access to the CONSULTANT platform as part of the SERVICES is based on an annual subscription with a per-mile cost. This comprehensive offering includes our modules for CIP planning, Insights, and Remaining Useful Life (RUL).

COST TABLE

Included Solutions	Risk Modeling Condition Assessment Capital Planning Analytics Lead Modeling
Features	<ul style="list-style-type: none"> • LOF* COF* BRE* RUL* Planner* Inventory+ Rankings+ Portal+ • User Interface with unlimited seats, ongoing updates and enhancements, training (as needed), and GIS Files • Analysis includes Human AI™ engineered variables
PLAN	CUSTOM Enterprise subscription tier with a single annual data analysis.
# of AI runs / year	Single
Data Assessment & Cleanup	Included
Advanced Data Assessment	Included
Data Science Optimization	Included
API Access	Yes
Support	Unlimited
PRICE	\$69 / mile
1 -Year Risk Subscription based on 650 miles of pipe	\$44,850 / annually
<i>3-Year Annual Subscription (Pricing Reflects a 10% discount)</i>	<i>\$40,365 / annually</i>
<i>5-Year Annual Subscription (Pricing Reflects a 20% discount)</i>	<i>\$35,880 / annually</i>
<i>Lead Modeling Subscription based on 44,000 Services</i>	<i>\$11,000 / annually</i>

* Tools included in the CONSULTANT platform for Risk Modeling

- LOF — Likelihood of Failure
- COF — Consequence of Failure
- BRE — Business Risk Exposure
- RUL — Remaining Useful Life
- Planner — Project Planning Tool that optimizes every available CIP dollar to reduce risk

- Insights — AI-driven insights tool that analyzes RUL and trends across pipe failure, materials, age, etc.

+Tools included in the CONSULTANT platform for Lead Modeling

- Inventory – Current service line material inventory
- Rankings – Current rankings of Unknown services by Likelihood of Lead
- Portal – Customer access to online portal to view current inventory information

Notes:

1. CONSULTANT's Leak Detection module for Planner not included. This option is available for an additional \$15,000 / year. Leak Detection uses the LOF results to optimize sensor placement for utilities using acoustic or other leak detection technology.
2. CONSULTANT's Lead Management suite of software solutions is available as a bundled solution for Risk Modeling customers at a price of \$0.25 / service connection (includes all services in the system). No additional discounts for long-term pricing on Lead Management.
3. CONSULTANT's Risk Modeling for Service Lines is available as a bundled solution for Risk Modeling for Water Mains customers at a price of \$0.35 / service connection (includes all services in the system).
4. CONSULTANT's Unlimited Plan includes the option for unlimited utility generated model runs of daVinci and is available at a price of \$129 / mile. This Plan includes the Leak Detection module as part of the standard plan.
5. Final pricing is determined based on the total miles of mains analyzed for OWNER.
6. The fees for SERVICES for the first year are to be invoiced at 50 percent upon Project Kick-off Meeting with the remainder of the contract to be invoiced upon delivery of the model results or access thereto and payment to be made by OWNER within 30 days of invoice receipt
7. Recurring fees for subscription renewals are to be invoiced upon each anniversary of the EFFECTIVE DATE and are due within 30-days.
8. Any taxes related to these transactions are the responsibility of OWNER.
9. Any changes in scope may impact pricing.
10. At the end of the initial contract term (License Term), at CONSULTANT's and OWNER's mutual discretion, OWNER may elect to automatically renew the subscription for additional periods (Renewal Term), and successively again upon the expiration of each, under the same terms and conditions. The annual Renewal Fee shall be equal to the previous License Term or License Renewal Term, whichever is applicable, plus the preceding three-year increase in the Producer's Price Index (PPI) for Data processing, hosting, and related services (Series ID PCU518210518210) according to the U.S. Bureau of Labor Statistics.
11. OWNER may elect to sign a 1-year subscription at the price noted in the Cost Table. Following the first year, if the OWNER elects to renew the subscription for either a 3-year or 5-year term, the CONSULTANT will discount the first renewal year by the difference between the first year's payment and the new annual renewal amount, based on the longer term.

CONSULTANT may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to CONSULTANT's interim statements.









Norman AGREEMENT

Final Audit Report

2024-02-15

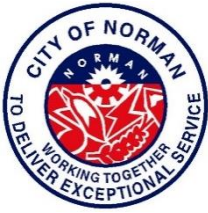
Created:	2024-02-14
By:	cory sides (cory_sides@hotmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd7PCXpcjComAMr7gedl_osbOIfxDsItk

"Norman AGREEMENT" History

-  Document created by cory sides (cory_sides@hotmail.com)
2024-02-14 - 9:38:13 PM GMT
-  Document emailed to cory sides (cory_sides@hotmail.com) for signature
2024-02-14 - 9:38:18 PM GMT
-  Document emailed to dan hack (dan@voda.ai) for signature
2024-02-14 - 9:38:18 PM GMT
-  Email viewed by cory sides (cory_sides@hotmail.com)
2024-02-14 - 9:38:58 PM GMT
-  Document e-signed by cory sides (cory_sides@hotmail.com)
Signature Date: 2024-02-14 - 9:39:15 PM GMT - Time Source: server
-  Email viewed by dan hack (dan@voda.ai)
2024-02-15 - 2:32:33 AM GMT
-  Document e-signed by dan hack (dan@voda.ai)
Signature Date: 2024-02-15 - 2:33:08 AM GMT - Time Source: server
-  Agreement completed.
2024-02-15 - 2:33:08 AM GMT

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-136: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND BURGESS ENGINEERING AND TESTING FOR ON-CALL CONSTRUCTION TESTING SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Chris A. Smith, Construction Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-136: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND BURGESS ENGINEERING AND TESTING FOR ON-CALL CONSTRUCTION TESTING SERVICES.

BACKGROUND:

The City of Norman utilizes various engineering firms for a variety of construction testing services utilizing existing on-call contracts. Construction testing services include soil density test, concrete strength tests, asphalt material analyses, etc. City Staff prepares an on-call testing solicitation every three (3) to five (5) years to ensure we have qualified consultants' on-call to perform the necessary tests we require on our various City projects.

Tonight's agenda item is for a new on-call testing contract with Burgess Engineering and Testing.

DISCUSSION:

The Engineering Division of the Public Works Department issued Request for Qualifications RFQ-2223-50 to numerous engineering testing firms in October 2023 to solicit new on-call contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received ten (10) proposals. The selection committee included three (3) staff members consisting of Chris A. Smith, Construction Manager; Steve Guizzo, Engineering Assistant; Terry Graven, Utilities Inspector; and two (2) private citizens including Harry Fritzler, retired resident of Norman, Oklahoma and Jason Taylor, resident of Norman, Oklahoma. Each committee member independently scored each proposal on a point scale as defined in the Request for Proposal. The six (6) highest ranked firms that City staff selected to enter into on-call testing agreements include: Engineering Services & Testing, Inc. (EST), Olsson Engineering, Benchmark Engineering, GEOCAL Engineering, Burgess Engineering & Testing and CEC Engineering.

Once the firms were selected based on qualifications, unit pricing for each test on the City's Master Testing List was requested. City staff compiled this information and developed an average price for each item. All six (6) selected engineering firms reviewed the average pricing and agreed to accept these prices for billing purposes. As a result, regardless of the company performing the test, it will cost the City the same amount. Once these on-call testing agreements are approved, City staff will begin assigning testing responsibilities by project to the new and existing testing firms. This will allow staff to distribute the workload fairly and evenly, as needed. Each contract is for a period of three (3) years with the option for two (2) contract renewals each for a period of one (1) year for a maximum contract length of five (5) years. The contract language allows for a rate adjustment based on the current inflation rate at the end of the first three (3) years.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract on an as-needed basis.

RECOMMENDATION No. 1:

Staff recommends approval of Contract No. K-2324-136 with Burgess Engineering and Testing for construction testing services.

CONTRACT FOR ON-CALL CONSTRUCTION TESTING SERVICES

This contract for on-call construction testing services ("Contract") is entered into this ____ day of _____, 20 __, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Norman Municipal Authority ("NMA"), referred to collectively as ("Owner") and Burgess Engineering and Testing ("Consultant").

WITNESSETH:

**CONTRACT NO. K-2324-136
ON-CALL CONSTRUCTION TESTING SERVICES**

WHEREAS, the Owner requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the Owner to utilize the services contained in this Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to complete any work started in the time frame from the date of the original Contract; However, the Owner reserves the right to terminate this Contract prior to the completion of the contract term at their convenience; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. Definitions. All items and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the contract clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A. *Owner* City of Norman, OK, and/or Norman Utilities Authority and/or Norman Municipal Authority as it applies to the specific project for which services are rendered.

B. *Engineer* The officer or/agent of the Owner in charge of overseeing the specific project for which services are be rendered.

C. *Term of Contract* This Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to

complete any work started during the contract term.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the Owner, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

- 1) Coordinate and schedule testing activities with the Owner/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
- 2) Meet with staff for project discussions, coordination, and presentations as required.
- 3) Prior to initiation of the work, Consultant's employees will attend health and safety meetings if required by the Contractor.
- 4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
- 5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
- 6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
- 7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
- 8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
- 9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. Changes in Work

- 1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the Owner in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this

notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the Owner. In such case where the claim is found to be just, it shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

- 2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.
3. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the Owner, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the Owner, indicating the length of extension required to perform a task, the Owner may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.
4. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Owner unless such work or service is first approved in writing by the Owner.
5. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the Owner agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.
6. Payments.
 - A. Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the Owner will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The Owner agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the Owner. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory

performance of said work or services or a waiver of any right of the Owner or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

- B. Claims over \$12,500 require an Invoice Affidavit in accordance with state law. The Owner will review the invoice for payment. Should the Owner question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

7. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the Owner, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the Owner in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the Owner, with counsel satisfactory to the Owner. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the Owner and or their officers, agents and employees, from damages or injuries resulting from the negligence of the Owner, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.
8. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Owner and any participating public trust.
- A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the Owner and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the Owner and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision:

“With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.”

- B. Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the Owner. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Owner. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- C. No less than thirty (30) days prior written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the Owner and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Owner requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the Owner such statement. The Construction Testing Consultant authorizes the Owner to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements, the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the Owner.
- D. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the Owner.
- E. The insurance coverage and limits required of the Construction Testing Consultant under this Contract are designed to meet the minimum requirements of the Owner. Such coverage and limits are not designed as a recommended insurance program for the Construction Testing Consultant. The Construction Testing Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Construction Testing Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Construction Testing Consultant should seek professional assistance.
- F. The Construction Testing Consultant shall provide the Owner the following insurance:
- (1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred

Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the Owner's maximum liability under the Government Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:
- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident
	or	
Bodily injury and Property damage	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than \$25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the Owner upon completion, expiration, cancellation or termination of this Contract. The Owner is to be named as loss payee for its interest only.
 - (5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the Owner with a certificate of insurance evidencing the Construction Testing Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.
 - (6) Any lapse of insurance coverage is declared a breach of this Contract. The Owner may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.
9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This Contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the Owner's best interest.
10. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Owner:

The City of Norman
 225 N. Webster Ave.
 P.O. Box 370
 Norman, Oklahoma 73069

Address shall include specific Attn: to the Department and person representing the Owner as overseeing the specific Owner project for which services are being rendered,

telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:

BURGESS Engineering and testing
809 NW 34th St
MOORE, OK 73160

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. Stop Work. Upon notice to the Construction Testing Consultant, the Owner may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph 7 ,“Indemnity” and/or 8, “Insurance” of this Contract. In the event the Owner issues a stop work order to the Construction Testing Consultant, the Owner will provide a copy of such stop work order to the contractor.
12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. Records and Accounts. During the term of this Contract and continuing for a period the longer of 1) five (5) years after the final acceptance of the last completed project under this Contract by the Owner, or 2) until the final resolution of any outstanding disputes between the Owner and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Owner subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the Owner and the Owner’s authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Owner and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.

14. Reporting to the Owner. The Construction Testing Consultant shall report to the Owner on a regular monthly basis and on an as needed basis.
15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely

for the Construction Testing Consultant to solicit or secure this Contract. The Construction Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Owner and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the Owner shall be at the Owner's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.
17. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.
18. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the Owner, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the Owner and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.
19. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:
 - A. The Construction Testing Consultant agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.
 - B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Owner. The Construction Testing Consultant may be declared by the Owner ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.
 - C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

20. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the Owner, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph 21, "Termination for Default" subparagraph B.
21. Termination for Default. Either party may cancel this Contract in whole or in part, for failure of the other party to fulfill or promptly fulfill its obligations under this Contract, as follows:
- A. After due notice of the default and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the Owner any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the Owner may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Owner, the Owner shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to and acceptance by the Owner. All sums claimed by such Construction Testing Consultant to be due and owing for services performed prior to such assignment and acceptance by the Owner shall constitute a debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the Owner shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the Owner's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph 7, "Indemnity" or 8, "Insurance" of this Contract.
22. Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for the Owner's convenience. The Owner may terminate by delivery of a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.
- A. Upon receipt of the notice of termination, the Construction Testing Consultant shall:
 - (1) immediately discontinue all work and services affected, unless the notice directs otherwise; and
 - (2) upon payment for work performed, deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete, unless the notice directs otherwise.

- B. Upon termination for the convenience by the Owner, the Owner shall pay the Construction Testing Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not-to-exceed amounts set out in this Contract.
- C. The rights and remedies of the Owner provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.
- D. Termination herein shall not terminate or suspend any of the required provisions of paragraph 7, "Indemnity" or 8, "Insurance" of this Contract
23. Time Is of the Essence. Both the Owner and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Owner to timely object to the time of performance shall not waive any right of the Owner to object at a later time.
24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the Owner upon request within fourteen (14) days from the date of this Contract, to include the following information:
- A. A list identifying each of its subcontractors and subconsultants;
 - B. The location of the principal of business of each subconsultant or subcontractor;
 - C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
 - D. The general scope of work to be performed by each subconsultant or subcontractor; and
 - E. The dollar amount of each subcontract.
26. Severability. If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Construction Testing Consultant concerning the Contract. Neither the Owner nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the Owner and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.
29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.
33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
34. Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Contract shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the Owner.
36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this Contract, including unit costs, is given by the Owner or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this Contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed the contract term described in paragraph 1, "Definitions" Subparagraph C. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months. To this 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 Owner to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the

K-2324-136

Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Owner or in any way to restrict the freedom of the Owner to exercise full discretion in its dealings with the Construction Testing Consultant.

[Signatures on following page]

In Witness Whereof, this Contract was approved and executed by all parties hereto this 26 day of Dec., 2023

CONSULTANT:

A.H.E.
Manager

By:
Title:

ATTEST:

Dustin

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY/NORMAN MUNICIPAL AUTHORITY (Owner):

Approved as to form and legality this _____ day of _____, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2024.

ATTEST:

City Clerk

Mayor/Chairman

**ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE**

I.	Mobilization (Technician – see Sec VIII for soil sampling mobe)	Per Trip	\$61.67
II.	Aggregate Testing		
A.	<u>Concrete Coarse Aggregates</u>		
	1. Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
	Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	\$101.25
	3. Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	\$251.92
	a. Per Additional Cycle	Per Cycle	\$60.50
	b. Plus preparation of Sample From Crushed Material	Per Sample	\$116.67
	4. Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	\$292.88
	a. Per Additional Cycle	Per Cycle	\$45.75
	b. Plus preparation of Sample From Crushed Material	Per Sample	\$57.50
	5. Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	\$98.33
	6. Specific Gravity and Absorption AASHTO T85 or ASTM C129	Per Test	\$98.33
B.	<u>Concrete Fine Aggregates</u>		
	1. Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	\$85.00
	2. Fineness Modulus (Calculation Only)	Per Test	\$20.56
	3. Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104 Sulfate (1 to 5 Cycles)	Per Test	\$252.50
	a. Additional Cycles over 5	Per Cycle	\$63.75
	b. Plus Preparation of Sample From Crushed Material	Per Cycle	\$85.00
	4. Specific Gravity	Per Test	\$108.75
	5. Absorption	Per Test	\$87.50
C.	<u>Miscellaneous Aggregates</u>		
	Unit prices will correspond to those prices listed under Concrete Aggregates.		
III.	Asphalt Concrete and Hot Sand Asphalt Base		
A	Cutting cores, 8" thickness or less AASHTO T168		
	1. 1 to 3 Cores	Per Core	\$68.25
	2. 4 to More	Per Core	\$58.75
	3. Each Additional Inch over 8"	Per Inch	\$7.56
	4. 9-point length measurement of core	Per Core	\$31.75
	5. Patching Core Hole (if required)	Per Hole	\$21.19
B.	Extraction and Gradation OHD L-26, AASHTO T308 & T30		
	1. Ignition Oven Method	Per Test	\$229.00
C.	Asphalt Field Density Test OHD L-14, AASHTO T166		
	1. Cut-Out Method (Set of 3 cores)	Per set	\$143.83
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.75
	b. 3 or More Tests, Per Trip	Per Test	\$45.00

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$266.83
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$184.33
F.	Sand Equivalent	Per Test	\$97.50
G.	Specific Gravity (Rice Method)	Per Test	\$115.67
H.	Retained Strength (Mix Design)	Per Test	\$565.00
I.	Superpave Gyratory Compactor, AASHTO T312 (2 Samples per set, Includes Sample Pick Up)	Per Test	\$200.67
IV.	Base Course Testing		
A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
B.	Field Density Test AASHTO T-310		
1.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
a.	2 Test Minimum, Per Trip	Per Test	\$55.00
b.	3 or More Tests, Per Trip	Per Test	\$49.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	\$81.50
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
1.	Method "A" to include sampling	Per Test	\$256.25
2.	Method "B" to include sampling	Per Test	\$256.25
3.	Method "C" to include sampling	Per Test	\$265.00
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
3.	Method "D" to include sampling	Per Test	\$277.06
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	\$99.13
V.	Concrete		
A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements) Beams (3 or more)	Per Set	\$145.00
	Additional Beams	Per trip	\$38.94
B.	Concrete Beams, Storing and Testing	Per Beam	\$38.25
C.	Cores, 8 Inch Thickness or Less		
1.	Each additional inch over 8 inches	Per Inch	\$9.25
2.	One Core	Per Core	\$103.19
3.	Two or More Cores	Per Core	\$71.31
4.	9-point length measurement of core	Per Core	\$38.00
5.	Patching Core Hole (if required)	Per Hole	\$19.56
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
1.	Four 6"x12" Cylinders	Per Cylinder	\$32.00
2.	Five 4"x8" Cylinders	Per Cylinder	\$25.40
E.	Concrete Cylinder, Storing and Testing		
1.	6"x12" cylinder	Per Cylinder	\$19.50
2.	4"x8" cylinder	Per Cylinder	\$17.25
Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for "additional compensation" outside normal duty hours.)			
F.	Compressive Strength, Concrete Cores (4" min diameter)	Each	\$31.13
G.	Trim Concrete Cores for Compressive Strength Testing:		
1.	One end		\$17.75

	2. Both ends		\$22.08
I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	\$826.67
	1. Slump additional test	Per Test	\$32.88
	2. Air entertainment additional test	Per Test	\$41.44
J.	Flowable Fill (Cement Grout)	Per Cylinder	\$41.88
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	\$88.75
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	\$106.19
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	\$117.13

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement Bend and Tensile Test	Per Test	\$200.00
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	\$104.50
	2. Field Inspection (AWS/CWI)#1	Per Hour	\$108.00
	3. Ultrasonic (Man/Equipment)	Per Hour	\$114.50
	4. Mag or Penetrant (Inspector)	Per Hour	\$112.00
	5. Shear Stud Bend Test	Per Hour	\$98.25
	6. Turn-of-Nut Tightening Test	Per Hour	\$98.25

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	\$115.75
----	------------------------------------	----------	----------

VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	\$318.75
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	\$156.75
	2. ASTM 2487 Visual	Per Hour	\$98.44
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	\$101.67
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.00
	b. 3 or More Tests, Per Trip	Per Test	\$49.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	\$205.00
	1. Each additional location over 3 locations	Per Sample	\$65.38
	2. Laboratory Soil Resistivity Test	Per Test	\$91.50
E.	pH Test	Per Test	\$48.58
F.	Electro-conductivity Test	Per Test	\$110.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	\$88.00
H.	Proctor Tests (See listing under Base Course)	Per Test	\$257.50
I.	Moisture determination only	Per Test	\$15.31
J.	Volumetric Density	Per Test	\$33.63
K.	Test Borings, Soil Bearing Tests	Per Test	\$10.75

1.	Test Boring, Soil	Per Foot	\$15.88
2.	Test Boring, Sandstone, Limestone or Shale	Per Foot	\$30.06
3.	Coring Sandstone, Limestone or Shale	Per Foot	\$59.25
4.	Penetration Tests	Per Test	\$33.08
5.	Mobilization Charge		\$50.00
6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project Plus \$3.00/foot of grouted length	\$85.00
L.	Unconfined Compressive Strength	Per Sample	\$78.75
M.	Soil-Cement Stabilized Base Field Density	Per Sample	\$51.42
N.	Soil-Lime Stabilized Base Field Density	Per Sample	\$51.42
O.	One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	\$398.19
P.	Consolidation, ASTM D2435	Per Test	\$481.25
Q.	Permeability	Per Test	\$361.25
R.	Sampling (Shelby Tube samples)	Per Test	\$39.50
S.	Pressure Meter Test (3 Test Minimum per Boring)	Per Test	\$956.67
T.	Sieve Analysis (includes 200 sieve)	Per Test	\$67.06
U.	Soluble Sulfate Testing (OHD L-49)	Per Test	\$51.67

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method Gradation and Compressive Strength	Per Design	\$687.50
B.	Soil-Lime, Lime Assoc. Method	Per Design	\$762.33
C.	pH Method	Per Design	\$287.42
D.	Available Ca(OH) ₂ (Rapid Sugar)	Per Test	\$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	\$85.25
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	\$100.00
G.	Soil-Fly Ash or soil-CKD, CBR Method	Per Test	\$961.67

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	\$130.00
Staff Engineer:	Per Hour	\$140.00
Senior Engineer:	Per Hour	\$200.00
Technician:	Per Hour	\$65.69

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	\$90.50
-------------	----------	---------

XII. Asbestos Inspection & Sampling

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$91.50
2.	Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	\$10.00
B.	Air Monitoring		
1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	\$499.00
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	\$10.00
3.	Transmission Electron Microscopy Analysis	Per Sample	\$125.00
XIII.	Lead		
A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$98.00
B.	Analysis Testing		
1.	Paint Sample (chip)	Per Sample	\$12.00
2.	Wipe Sample	Per Sample	\$14.00
3.	Soil Sample	Per Sample	\$14.00
4.	Air Sample	Per Sample	\$14.00
XIV.	Asbestos Report		
	Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:		
	Certified Industrial Hygienist	Per Hour	\$210.00
	Technician	Per Hour	\$100.00
XV.	IBC Testing/Inspection		
	The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:		
	Engineer	Per Hour	\$178.33
	AWS Certified Welding Inspector	Per Hour	\$107.33
	ICC Certified Inspector	Per Hour	\$105.00
	(Current certification must accompany each test)		
	Technician	Per Hour	\$71.08
XVI.	Hourly Rates		
A.	Resident Engineer	Per Hour	\$166.25
B.	Project Manager	Per Hour	\$130.75
C.	Technician	Per Hour	\$72.81
XVII.	Hourly Rates		
A.	Additional Compensation	Per Hour	x1.5 Multiplier

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-139: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND GEOCAL INC. FOR ON-CALL CONSTRUCTION TESTING SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Chris A. Smith, Construction Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-139: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND GEOCAL INC. FOR ON-CALL CONSTRUCTION TESTING SERVICES.

BACKGROUND:

The City of Norman utilizes various engineering firms for a variety of construction testing services utilizing existing on-call contracts. Construction testing services include soil density test, concrete strength tests, asphalt material analyses, etc. City Staff prepare an on-call testing solicitation every three (3) to five (5) years to ensure we have qualified consultants' on-call to perform the necessary tests we require on our various City projects.

Tonight's agenda item is for a new on-call testing contract with Geocal Inc.

DISCUSSION:

The Engineering Division of the Public Works Department issued Request for Qualifications RFQ-2223-50 to numerous engineering testing firms in October 2023 to solicit new on-call contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received ten (10) proposals. The selection committee included three (3) staff members consisting of Chris A. Smith, Construction Manager; Steve Guizzo, Engineering Assistant; Terry Graven, Utilities Inspector; and two (2) private citizens including Harry Fritzler, retired resident of Norman, Oklahoma and Jason Taylor, resident of Norman, Oklahoma. Each committee member independently scored each proposal on a point scale as defined in the Request for Proposal. The six (6) highest ranked firms that City staff selected to enter into on-call testing agreements include: Engineering Services & Testing, Inc. (EST), Olsson Engineering, Benchmark Engineering, Geocal Inc., Burgess Engineering & Testing and CEC Engineering.

Once the firms were selected based on qualifications, unit pricing for each test on the City's Master Testing List was requested. City staff compiled this information and developed an

average price for each item. All six (6) selected engineering firms reviewed the average pricing and agreed to accept these prices for billing purposes. As a result, regardless of the company performing the test, it will cost the City the same amount. Once these on-call testing agreements are approved, City staff will begin assigning testing responsibilities by project to the new and existing testing firms. This will allow staff to distribute the workload fairly and evenly, as needed. Each contract is for a period of three (3) years with the option for two (2) contract renewals each for a period of one (1) year for a maximum contract length of five (5) years. The contract language allows for a rate adjustment based on the current inflation rate at the end of the first three (3) years.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract on an as-needed basis.

RECOMMENDATION No. 1:

Staff recommends approval of Contract No. K-2324-139 with Geocal Inc. for construction testing services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL EFFECTS |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4. (Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <p>A. Broadened Named Insured</p> <p>B. Incidental Medical Malpractice</p> <p>C. Reasonable Force – Bodily Injury Or Property Damage</p> <p>D. Non-Owned Watercraft – Increased To Up To 75 feet</p> <p>E. Aircraft Chartered With Crew</p> <p>F. Extension Of Coverage – Damage To Premises Rented To You</p> <p>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</p> <p>H. Medical Payments Limit</p> <p>I. Increased Supplementary Payments</p> <p>J. Additional Insured – Owner, Manager Or Lessor Of Premises</p> <p>K. Additional Insured – Lessor Of Leased Equipment</p> <p>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</p> <p>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</p> | <p>N. Additional Insured – Architect, Engineer Or Surveyor</p> <p>O. Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p>P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</p> <p>Q. Per Project General Aggregate Limit</p> <p>R. Knowledge And Notice Of Occurrence Or Offense</p> <p>S. Unintentional Omission</p> <p>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</p> <p>U. Amended Bodily Injury Definition</p> <p>V. Amended Insured Contract Definition – Railroad Easement</p> <p>W. Amended Property Damage Definition – Tangible Property</p> <p>X. Additional Definition – Contract or Agreement Requiring Insurance</p> |
|---|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision **B.**:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph **1.** above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)**:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision **B.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph **(2)** of the **Aircraft, Auto Or Watercraft** Exclusion in **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 75 feet long; and
 - (b)** Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision **D.**, **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
 3. The insurance provided by this Provision **D.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)**:

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision **E.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision **E.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph **6.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph **a.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision **F.** does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another** Exclusion in **2. Exclusions** of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision **K.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision **N.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph **4.a.** of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision **O.** does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph **2.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **B**; and
 - b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

X. The following definition is added to **SECTION V – DEFINITIONS:**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a.** After you have entered into that contract or agreement;
- b.** While that part of the contract or agreement is in effect; and
- c.** Before the end of the policy period.

NCCI #: WC000313B
Policy #: 2159082

Geocal Inc
7290 S Fraser St
Centennial, CO 80112

Digital Insurance LLC - Littleton
7851 S. Elati St.
Ste. 100
Littleton, CO 80120
(303) 730-2327

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: August 31, 2023 Expires on: September 1, 2024
Pinnacol Assurance has issued this endorsement August 31, 2023

CONTRACT FOR ON-CALL CONSTRUCTION TESTING SERVICES

This contract for on-call construction testing services ("Contract") is entered into this ____ day of _____, 20__, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Norman Municipal Authority ("NMA"), referred to collectively as ("Owner") and _____ Geocal, Inc. ("Consultant").

WITNESSETH:

**CONTRACT NO. K-2324-139
ON-CALL CONSTRUCTION TESTING SERVICES**

WHEREAS, the Owner requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the Owner to utilize the services contained in this Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to complete any work started in the time frame from the date of the original Contract; However, the Owner reserves the right to terminate this Contract prior to the completion of the contract term at their convenience; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

- 1. Definitions. All items and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the contract clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A. *Owner* City of Norman, OK, and/or Norman Utilities Authority and/or Norman Municipal Authority as it applies to the specific project for which services are rendered.

B. *Engineer* The officer or/agent of the Owner in charge of overseeing the specific project for which services are be rendered.

C. *Term of Contract* This Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to

complete any work started during the contract term.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the Owner, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

- 1) Coordinate and schedule testing activities with the Owner/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
- 2) Meet with staff for project discussions, coordination, and presentations as required.
- 3) Prior to initiation of the work, Consultant's employees will attend health and safety meetings if required by the Contractor.
- 4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
- 5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
- 6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
- 7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
- 8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
- 9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. Changes in Work

- 1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the Owner in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this

notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the Owner. In such case where the claim is found to be just, it shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

- 2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.
3. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the Owner, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the Owner, indicating the length of extension required to perform a task, the Owner may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.
4. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Owner unless such work or service is first approved in writing by the Owner.
5. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the Owner agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.
6. Payments.
 - A. Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the Owner will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The Owner agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the Owner. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory

performance of said work or services or a waiver of any right of the Owner or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

- B. Claims over \$12,500 require an Invoice Affidavit in accordance with state law. The Owner will review the invoice for payment. Should the Owner question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.
7. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the Owner, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the Owner in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the Owner, with counsel satisfactory to the Owner. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the Owner and or their officers, agents and employees, from damages or injuries resulting from the negligence of the Owner, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.
8. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Owner and any participating public trust.
- A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the Owner and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the Owner and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision:

“With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.”

- B. Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the Owner. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Owner. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- C. No less than thirty (30) days prior written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the Owner and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Owner requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the Owner such statement. The Construction Testing Consultant authorizes the Owner to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements, the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the Owner.
- D. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the Owner.
- E. The insurance coverage and limits required of the Construction Testing Consultant under this Contract are designed to meet the minimum requirements of the Owner. Such coverage and limits are not designed as a recommended insurance program for the Construction Testing Consultant. The Construction Testing Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Construction Testing Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Construction Testing Consultant should seek professional assistance.
- F. The Construction Testing Consultant shall provide the Owner the following insurance:
- (1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred

Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the Owner's maximum liability under the Government Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:
- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident
	or	
Bodily injury and Property damage	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than \$25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the Owner upon completion, expiration, cancellation or termination of this Contract. The Owner is to be named as loss payee for its interest only.
- (5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the Owner with a certificate of insurance evidencing the Construction Testing Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.
- (6) Any lapse of insurance coverage is declared a breach of this Contract. The Owner may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.
9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This Contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the Owner's best interest.
10. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Owner:

The City of Norman
225 N. Webster Ave.
P.O. Box 370
Norman, Oklahoma 73069

Address shall include specific Attn: to the Department and person representing the Owner as overseeing the specific Owner project for which services are being rendered,

telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:

Jim Smith (405) 812-5740
 5709 SE 74th St. Ste A OKC, OK 73135
 jimsmith@geocal.us

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. Stop Work. Upon notice to the Construction Testing Consultant, the Owner may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph 7, "Indemnity" and/or 8, "Insurance" of this Contract. In the event the Owner issues a stop work order to the Construction Testing Consultant, the Owner will provide a copy of such stop work order to the contractor.
12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. Records and Accounts. During the term of this Contract and continuing for a period the longer of 1) five (5) years after the final acceptance of the last completed project under this Contract by the Owner, or 2) until the final resolution of any outstanding disputes between the Owner and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Owner subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

 The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Owner and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.
14. Reporting to the Owner. The Construction Testing Consultant shall report to the Owner on a regular monthly basis and on an as needed basis.
15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely

for the Construction Testing Consultant to solicit or secure this Contract. The Construction Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Owner and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the Owner shall be at the Owner's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.
17. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.
18. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the Owner, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the Owner and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.
19. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:
 - A. The Construction Testing Consultant agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.
 - B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Owner. The Construction Testing Consultant may be declared by the Owner ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.
 - C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

20. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the Owner, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph 21, "Termination for Default" subparagraph B.
21. Termination for Default. Either party may cancel this Contract in whole or in part, for failure of the other party to fulfill or promptly fulfill its obligations under this Contract, as follows:
- A. After due notice of the default and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the Owner any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the Owner may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Owner, the Owner shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to and acceptance by the Owner. All sums claimed by such Construction Testing Consultant to be due and owing for services performed prior to such assignment and acceptance by the Owner shall constitute a debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the Owner shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the Owner's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph 7, "Indemnity" or 8, "Insurance" of this Contract.
22. Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for the Owner's convenience. The Owner may terminate by delivery of a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.
- A. Upon receipt of the notice of termination, the Construction Testing Consultant shall:
 - (1) immediately discontinue all work and services affected, unless the notice directs otherwise; and
 - (2) upon payment for work performed, deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete, unless the notice directs otherwise.

- B. Upon termination for the convenience by the Owner, the Owner shall pay the Construction Testing Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not-to-exceed amounts set out in this Contract.
- C. The rights and remedies of the Owner provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.
- D. Termination herein shall not terminate or suspend any of the required provisions of paragraph 7, "Indemnity" or 8, "Insurance" of this Contract
23. Time Is of the Essence. Both the Owner and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Owner to timely object to the time of performance shall not waive any right of the Owner to object at a later time.
24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the Owner upon request within fourteen (14) days from the date of this Contract, to include the following information:
- A. A list identifying each of its subcontractors and subconsultants;
 - B. The location of the principal of business of each subconsultant or subcontractor;
 - C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
 - D. The general scope of work to be performed by each subconsultant or subcontractor; and
 - E. The dollar amount of each subcontract.
26. Severability. If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Construction Testing Consultant concerning the Contract. Neither the Owner nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the Owner and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.
29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.
33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
34. Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Contract shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the Owner.
36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this Contract, including unit costs, is given by the Owner or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this Contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed the contract term described in paragraph 1, "Definitions" Subparagraph C. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months. To this 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 Owner to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the

Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Owner or in any way to restrict the freedom of the Owner to exercise full discretion in its dealings with the Construction Testing Consultant.

[Signatures on following page]

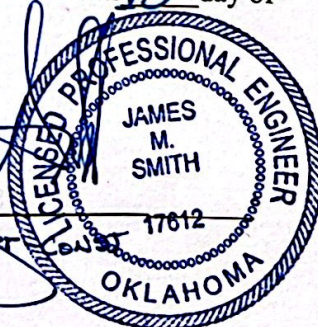
In Witness Whereof, this Contract was approved and executed by all parties hereto this 15 day of February, 2024

CONSULTANT:

[Handwritten signature]

By: NUR HOSSAIN, PhD, PE
Title: PRESIDENT

ATTEST:

[Handwritten signature]
Chief Engineer


CITY OF NORMAN/NORMAN UTILITIES AUTHORITY/NORMAN MUNICIPAL AUTHORITY (Owner):

Approved as to form and legality this _____ day of _____, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2024.

ATTEST:

City Clerk

Mayor/Chairman

ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE

I.	Mobilization (Technician – see Sec VIII for soil sampling mobe) Per Trip		\$61.67
II.	Aggregate Testing		
A.	<u>Concrete Coarse Aggregates</u>		
	1. Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
	2. Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	\$98.33
	3. Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	\$251.92
	a. Per Additional Cycle	Per Cycle	\$60.50
	b. Plus preparation of Sample From Crushed Material	Per Sample	\$116.67
	4. Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	\$292.88
	a. Per Additional Cycle	Per Cycle	\$45.75
	b. Plus preparation of Sample From Crushed Material	Per Sample	\$57.50
	5. Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	\$98.33
	6. Specific Gravity and Absorption AASHTO T85 or ASTM C127	Per Test	\$98.33
B.	<u>Concrete Fine Aggregates</u>		
	1. Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	\$85.00
	2. Fineness Modulus (Calculation Only)	Per Test	\$20.56
	3. Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104 Sulfate (1 to 5 Cycles)	Per Test	\$252.50
	a. Additional Cycles over 5	Per Cycle	\$63.75
	b. Plus Preparation of Sample From Crushed Material	Per Cycle	\$85.00
	4. Specific Gravity	Per Test	\$108.75
	5. Absorption	Per Test	\$87.50
C.	<u>Miscellaneous Aggregates</u>		
	Unit prices will correspond to those prices listed under Concrete Aggregates.		
III.	Asphalt Concrete and Hot Sand Asphalt Base		
A	Cutting cores, 8" thickness or less AASHTO T168		
	1. 1 to 3 Cores	Per Core	\$68.25
	2. 4 to More	Per Core	\$58.75
	3. Each Additional Inch over 8"	Per Inch	\$7.56
	4. 9-point length measurement of core	Per Core	\$31.75
	5. Patching Core Hole (if required)	Per Hole	\$21.19
B.	Extraction and Gradation OHD L-26, AASHTO T308 & T30		
	1. Ignition Oven Method	Per Test	\$229.00
C.	Asphalt Field Density Test OHD L-14, AASHTO T166		
	1. Cut-Out Method (Set of 3 cores)	Per set	\$143.83
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.75
	b. 3 or More Tests, Per Trip	Per Test	\$45.00

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$266.83
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$184.33
F.	Sand Equivalent	Per Test	\$97.50
G.	Specific Gravity (Rice Method)	Per Test	\$115.67
H.	Retained Strength (Mix Design)	Per Test	\$565.00
I.	Superpave Gyrotory Compactor, AASHTO T312 (2 Samples per set, Includes Sample Pick Up)	Per Test	\$200.67
IV.	Base Course Testing		
A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
B.	Field Density Test AASHTO T-310		
	1. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.00
	b. 3 or More Tests, Per Trip	Per Test	\$49.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	\$81.50
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
	1. Method "A" to include sampling	Per Test	\$256.25
	2. Method "B" to include sampling	Per Test	\$256.25
	3. Method "C" to include sampling	Per Test	\$265.00
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
	3. Method "D" to include sampling	Per Test	\$277.06
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	\$99.13
V.	Concrete		
A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements) Beams (3 or more)	Per Set	\$145.00
	Additional Beams	Per trip	\$38.94
B.	Concrete Beams, Storing and Testing	Per Beam	\$38.25
C.	Cores, 8 Inch Thickness or Less		
	1. Each additional inch over 8 inches	Per Inch	\$9.25
	2. One Core	Per Core	\$103.19
	3. Two or More Cores	Per Core	\$71.31
	4. 9-point length measurement of core	Per Core	\$38.00
	5. Patching Core Hole (if required)	Per Hole	\$19.56
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
	1. Four 6"x12" Cylinders	Per Cylinder	\$32.00
	2. Five 4"x8" Cylinders	Per Cylinder	\$25.40
E.	Concrete Cylinder, Storing and Testing		
	1. 6"x12" cylinder	Per Cylinder	\$19.50
	2. 4"x8" cylinder	Per Cylinder	\$17.25
Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for "additional compensation" outside normal duty hours.)			
F.	Compressive Strength, Concrete Cores (4" min diameter)	Each	\$31.13
G.	Trim Concrete Cores for Compressive Strength Testing:		
	1. One end		\$17.75

	2. Both ends		\$22.08
I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	\$826.67
	1. Slump additional test	Per Test	\$32.88
	2. Air entertainment additional test	Per Test	\$41.44
J.	Flowable Fill (Cement Grout)	Per Cylinder	\$41.88
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	\$88.75
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	\$106.19
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	\$117.13

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement Bend and Tensile Test	Per Test	\$200.00
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	\$104.50
	2. Field Inspection (AWS/CWI)#1	Per Hour	\$108.00
	3. Ultrasonic (Man/Equipment)	Per Hour	\$114.50
	4. Mag or Penetrant (Inspector)	Per Hour	\$112.00
	5. Shear Stud Bend Test	Per Hour	\$98.25
	6. Turn-of-Nut Tightening Test	Per Hour	\$98.25

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	\$115.75
----	------------------------------------	----------	----------

VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	\$318.75
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	\$156.75
	2. ASTM 2487 Visual	Per Hour	\$98.44
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	\$101.67
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.00
	b. 3 or More Tests, Per Trip	Per Test	\$49.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	\$205.00
	1. Each additional location over 3 locations	Per Sample	\$65.38
	2. Laboratory Soil Resistivity Test	Per Test	\$91.50
E.	pH Test	Per Test	\$48.58
F.	Electro-conductivity Test	Per Test	\$110.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	\$88.00
H.	Proctor Tests (See listing under Base Course)	Per Test	\$257.50
I.	Moisture determination only	Per Test	\$15.31
J.	Volumetric Density	Per Test	\$33.63
K.	Test Borings, Soil Bearing Tests	Per Test	\$10.75

1.	Test Boring, Soil	Per Foot	\$15.88
2.	Test Boring, Sandstone, Limestone or Shale	Per Foot	\$30.06
3.	Coring Sandstone, Limestone or Shale	Per Foot	\$59.25
4.	Penetration Tests	Per Test	\$33.08
5.	Mobilization Charge		\$50.00
6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project Plus \$3.00/foot of grouted length	\$85.00
L.	Unconfined Compressive Strength	Per Sample	\$78.75
M.	Soil-Cement Stabilized Base Field Density	Per Sample	\$51.42
N.	Soil-Lime Stabilized Base Field Density	Per Sample	\$51.42
O.	One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	\$398.19
P.	Consolidation, ASTM D2435	Per Test	\$481.25
Q.	Permeability	Per Test	\$361.25
R.	Sampling (Shelby Tube samples)	Per Test	\$39.50
S.	Pressure Meter Test (3 Test Minimum per Boring)	Per Test	\$956.67
T.	Sieve Analysis (includes 200 sieve)	Per Test	\$67.06
U.	Soluable Sulfate Testing (OHD L-49)	Per Test	\$51.67

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method Gradation and Compressive Strength	Per Design	\$687.50
B.	Soil-Lime, Lime Assoc. Method	Per Design	\$762.33
C.	pH Method	Per Design	\$287.42
D.	Available Ca(OH) ₂ (Rapid Sugar)	Per Test	\$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	\$85.25
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	\$100.00
G.	Soil-Fly Ash or soil-CKD, CBR Method	Per Test	\$961.67

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	\$130.00
Staff Engineer:	Per Hour	\$140.00
Senior Engineer:	Per Hour	\$200.00
Technician:	Per Hour	\$65.69

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	\$90.50
-------------	----------	---------

XII. Asbestos Inspection & Sampling

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$91.50
2.	Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	\$10.00
B.	Air Monitoring		
1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	\$499.00
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	\$10.00
3.	Transmission Electron Microscopy Analysis	Per Sample	\$125.00

XIII. Lead

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$98.00
B.	Analysis Testing		
1.	Paint Sample (chip)	Per Sample	\$12.00
2.	Wipe Sample	Per Sample	\$14.00
3.	Soil Sample	Per Sample	\$14.00
4.	Air Sample	Per Sample	\$14.00

XIV. Asbestos Report

Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:

Certified Industrial Hygienist	Per Hour	\$210.00
Technician	Per Hour	\$100.00

XV. IBC Testing/Inspection

The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:

Engineer	Per Hour	\$178.33
AWS Certified Welding Inspector	Per Hour	\$107.33
ICC Certified Inspector (Current certification must accompany each test)	Per Hour	\$105.00
Technician	Per Hour	\$71.08

XVI. Hourly Rates

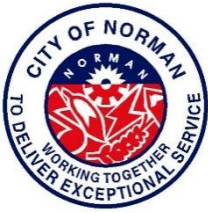
A.	Resident Engineer	Per Hour	\$166.25
B.	Project Manager	Per Hour	\$130.75
C.	Technician	Per Hour	\$72.81

XVII. Hourly Rates

A.	Additional Compensation	Per Hour	x1.5 Multiplier
----	-------------------------	----------	-----------------

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-144: A PROJECT MAINTENANCE, FINANCING AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6724(0)AG, STATE JOB 36724(04), TO PROVIDE SIDEWALK INSTALLATION ALONG 12TH AVENUE NE AND BROOKS STREET AND RESOLUTION R-2324-122.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/27/2024

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-144: A PROJECT MAINTENANCE, FINANCING AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6724(0)AG, STATE JOB 36724(04), TO PROVIDE SIDEWALK INSTALLATION ALONG 12TH AVENUE NE AND BROOKS STREET AND RESOLUTION R-2324-122.

BACKGROUND:

In August 2023, the Association of Central Oklahoma Governments (ACOG) sent out a solicitation for a grant application through the ACOG Air Quality Small Grant Program for bicycle/pedestrian projects, transit equipment, and traffic calming projects. The program pays 80% of construction costs up to a maximum of \$800,000 in federal funds, which allows for up to a \$1,000,000 project with the City paying 20% or \$233,286. City staff identified \$1,033,286 in sidewalk improvements at two locations including 12th Avenue NE between Robinson Street and Rock Creek Road and Brooks Street between Pickard Avenue and Wylie Road (see the attached location maps and cost estimate for more detailed information).

On September 12, 2023, City Council approved resolution R-2324-50, requesting \$800,000 in federal funds, which would pay 77.42% of the proposed sidewalk construction costs.

On September 15, 2023, City staff submitted the ACOG Air Quality Small grant requesting the maximum \$800,000 in federal funds.

On November 16, 2023, The City of Norman was awarded the \$800,000 ACOG Grant.

DISCUSSION:

Now that ACOG funding is secured for fiscal year 2023-2024 (FYE 2024), ODOT is ready to enter into a project agreement with the City of Norman. ODOT has requested that the City

approve the attached agreement that addresses the responsibilities of the City of Norman and ODOT. Staff has reviewed and recommends approval of the project agreement and resolution.

In summary, the City's responsibilities are:

- Prepare plans for construction in conformance with ODOT Standard Specifications
- Provide necessary rights-of-way to construct the project and relocate any utilities
- Maintain the traffic signal equipment after construction
- Certify the project will comply with the Americans with Disabilities Act (ADA)
- Comply with environmental requirements
- Maintain the roadway and all drainage systems and facilities after construction
- Ensure permanent rights-of-way are free of any encroachments
- Maintain lighting and lighting systems

In summary, ODOT's responsibilities are:

- File jointly with the contractor the Notice of Intent (NOI) for a general construction storm water permit with the EPA which authorizes storm water discharges associated with construction activities
- Advertise and let the construction contract for this project
- Construct the project in accordance with the plans
- Provide competent supervision of the construction

The construction and construction management portion of the project is funded 77% by ODOT and 23% by local funds, up to the maximum cap of \$800,000 for the ODOT federal funds. After the cap is reached, 100% of the construction and construction management costs will be local funds.

Funds for this ODOT agreement are budgeted and will be paid from ADA Sidewalk Compliance Audit/Repair, Construction (\$33,286; Account 50592206-46101; Project TC0038) and Sidewalks and Trails, Construction (Account 50591179-46101; Project TC0262).

City staff is currently working with Garver and ODOT toward 30% Plans and a fall of 2024 construction time frame.

RECOMMENDATION:

Staff recommends approval of Contract K-2324-144 and Resolution R-2324-122 adopting State of Oklahoma Department of Transportation Project Maintenance, Financing, and Right-of-Way Agreement and if approved, authorize the execution thereof.

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

12TH AVE NE PATH & BROOKS ST SIDEWALKS CITY OF NORMAN

Project No.: J3-6724-(0)AG

State Job No.: 36724(04)

This Agreement, made the day and year last written below, by and between the City of **Norman**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG CARBON REDUCTION PROGRAM	04	CLEVELAND	36724(04)	J3-6724-(0)AG	PEDESTRIAN / BIKE IMPROVEMENTS	12TH AVE NE PATH & BROOKS ST SIDEWALKS CITY OF NORMAN

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding

participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor’s comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department’s guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private

installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG-CRP total estimated cost of **\$800,000**, as described below:

FUNDING SOURCE =>			ACOG-CRP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36724(04)	Construction - (With 6% Inspection)	\$1,033,286	77% up to a limit of	\$800,000	Remainder	\$233,286
Total		\$1,033,286	Total=>	\$800,000	Total=>	\$233,286

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG-CRP costs incurred by project phases (JP 36724(04,05,06,07)) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's

Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:

- a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
- b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.

- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
- a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
- 5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
 - 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be

allowed to cease operation without the mutual written consent of the Department and the Sponsor.

- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the

event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20____, and the Department on the ____ day of _____, 20____.

THE CITY OF NORMAN

APPROVED AS TO FORM AND LEGALITY

By Christina Luckala
Norman City Attorney

By _____
Mayor

By _____
Attest: Norman City Clerk

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE

Director of Project Delivery DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE

Rock Creek Road

Item 17.



North

Addition of new sidewalk

12th Ave. NE

DELANCEY DR

BROOKNE DR

INGLENWOOD DR

NEWBURY DR

503

Item 17.



North

Addition of new sidewalk

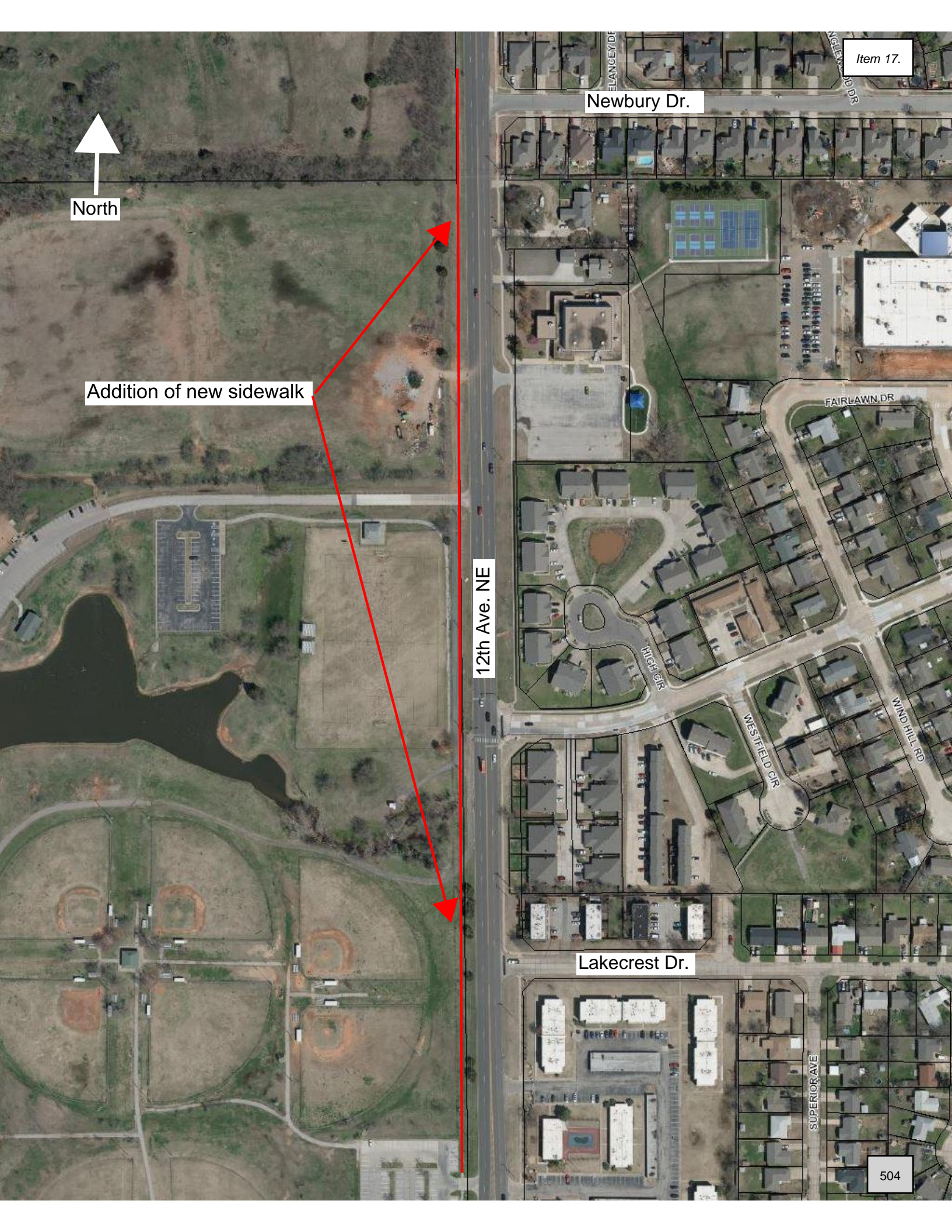


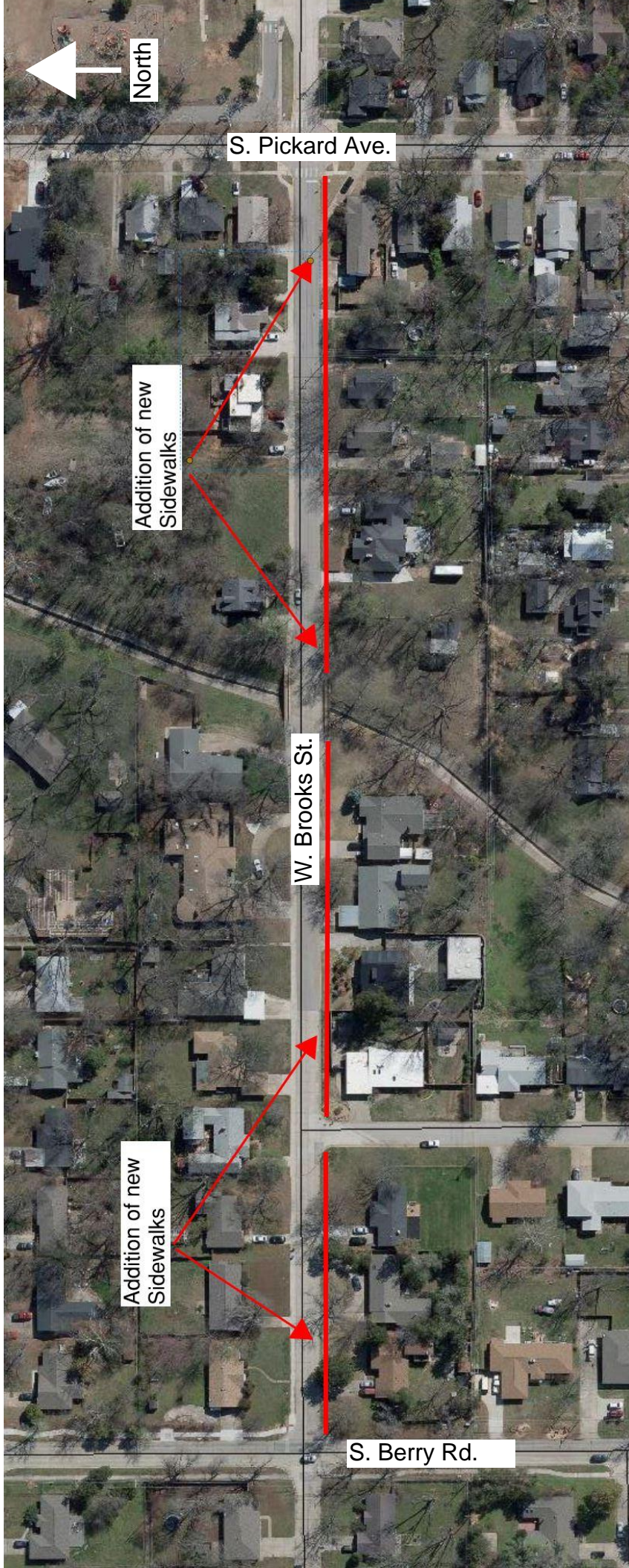
12th Ave. NE

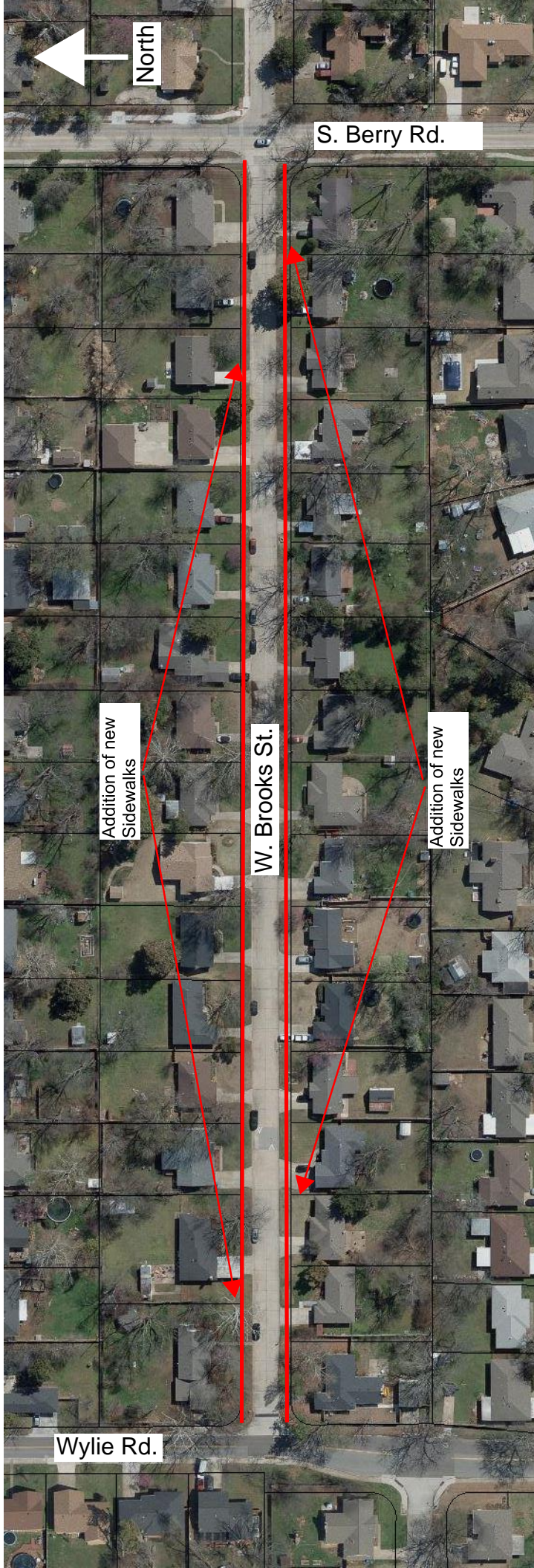
Newbury Dr.

Lakecrest Dr.

504







North

S. Berry Rd.

Addition of new Sidewalks

W. Brooks St.

Addition of new Sidewalks

Wylie Rd.

R-2324-122

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF NORMAN, OKLAHOMA:

THAT WHEREAS, it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal Aid Project No. J3-6724-(0)AG, J/P # 36724(04) by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this _____ day of _____, 2001.

City of Norman

By:

Mayor

ATTEST:

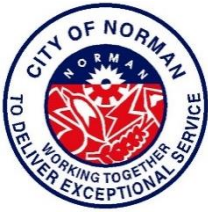
City Clerk

Approved as to form and legality this 21 day of February, 2024.

Christine Huckala
City Attorney

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2324-145: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN AND FLINT HILLS HOMEOWNERS ASSOCIATION, INC. FOR \$5,000 ALLOWING PLACEMENT AND MAINTENANCE OF IRRIGATION, SIGNAGE AND LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Elisabeth Muckala, Assistant City Attorney

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2324-145: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN AND FLINT HILLS HOMEOWNERS ASSOCIATION, INC. FOR \$5,000 ALLOWING PLACEMENT AND MAINTENANCE OF IRRIGATION, SIGNAGE AND LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY.

BACKGROUND:

Local developer, Ideal Homes, has platted and developed the two neighborhoods in Norman that are the subject of this Revocable Right-of-Way License and Agreement (Contract K-2324-145), called Artisan Crossing and Flint Hills. During the platting process, the plat erroneously failed to retain the medians shown in Exhibit A of the Agreement (located on Founder's Park Boulevard and Flint Hills Street) in the developers' ownership, and instead dedicated them as right-of-way to the City of Norman along with the surrounding street.

The City of Norman does not wish to maintain the medians as public right-of-way. Further, the failure to retain as private property means the developer would be unable to install planned signage, irrigation and landscaping materials that would serve as wayfinding but also enhance the aesthetic appeal of the neighborhood entrances. Due to the unusual circumstances, and to avoid the need to re-plat and correct the error, the applicant has requested a revocable right-of-way permit, to be taken and maintained by Flint Hills Homeowners' Association, Inc. as Licensee, to allow the installation and maintenance of the planned items in the City-owned medians.

DISCUSSION:

This proposed revocable license agreement would allow the placement of landscaping, irrigation and signage as set forth in the Exhibit B attached to the Agreement, within the public right-of-way shown in Exhibit A to the Agreement. The revocable license agreement provides that a one-time rental of \$5,000 will be paid by applicant to the City of Norman. Though these agreements normally have annual fees, special and unique consideration exists here, where the Licensee will agree to maintain the premises for as long as the license is in place, thus relieving the City of responsibility to do so. The Agreement further provides that either party may terminate the license agreement upon thirty (30) days' notice. The Agreement also requires the Licensee maintain the installations and replace the same upon the City's need to work within the

right-of-way. Upon any future termination, the revocable license agreement requires that the applicant complete construction or otherwise return the affected right-of-way to its original condition.

The Agreement provides for indemnification and requires that the Licensee carry applicable insurances protecting the City as an additional insured. Applicant's failure to do any of these things constitutes a breach of the Agreement, allowing termination by the City.

The payment of \$5000 will be receipted into the General Fund, revenue account Other City Expense (109-364229) when received.

RECOMMENDATION:

Based on the above information, staff recommends approval of Contract K-2324-145, a Revocable Right-of-Way License and Agreement with Flint Hills Homeowners' Association, Inc., allowing placement and maintenance of landscaping, irrigation and signage within medians found on Founders' Park Boulevard and Flint Hills Street.

REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT

THIS REVOCABLE LICENSE AND AGREEMENT (“License”) is hereby issued as of the _____ day of _____, 2024, by THE CITY OF NORMAN, OKLAHOMA, A Municipal Corporation, (“City”), to Flint Hills Homeowners Association, Inc. (“Licensee”).

RECITALS

WHEREFORE, Licensee has submitted a request and supporting materials and information to the City to support its request to utilize right-of-way located within median located on Flint Hills Street and Founder’s Park Boulevard, as further identified herein.

WHEREFORE, within said right-of-way, the Licensee proposes the installation and continued maintenance of vegetation, irrigation and signage, as further demonstrated herein.

WHEREFORE, the City and Licensee wish to enter into an agreement whereby Licensed Improvements (as defined below) may be placed by Licensee within the Premises (as defined below) subject to certain limitations and conditions.

LICENSE AND AGREEMENT

WITNESSETH, the parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. **Premises and Licensed Improvements.** City hereby permits Licensee, subject to the rights and easements hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, to use the following described land situated in Norman, Cleveland County, State of Oklahoma, as exhibited and described collectively on the attached **Exhibit A** made a part hereof (“Premises”), for a term beginning on _____, 2024 and ending when this License shall be terminated as hereafter provided. This License is issued solely for the purpose of the installation and maintenance of vegetation, irrigation equipment and signage within two street medians, as demonstrated in those documents attached collectively as **Exhibit B** (collectively the “Licensed Improvements”). The Licensee may not make any improvements on the Premises that are unrelated to or not necessitated by the Licensed Improvements, and the Licensed Improvements are only permitted to the extent they are compliant with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law. The Licensee may not use the Premises for any other purpose under the terms of this License and Agreement.

2. **License Subject to City Use.** City hereby excepts and reserves the right, to be exercised by City and by any others who have obtained or may obtain permission or authority from City so to do, (a) to operate, maintain, renew and relocate any and all existing utilities, pipe, power, and communication lines and appurtenances and other facilities, including street infrastructure, of like character upon, over, or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities and street infrastructure of the same character. City shall incur no liability to Licensee for any damages to the Licensed Improvements or the Premises that may occur during the operation, maintenance, renewal, relocation of any or all existing street infrastructure, utilities, pipes, power or communication lines, appurtenances, or facilities, and in all instances it shall remain the responsibility of Licensee to ensure that the Licensed

Improvements remain complaint with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law.

3. **License Fee.** Considering the circumstances relating to Licensee's particular use and maintenance of the Licensed Premises, Licensee shall pay a one-time fee to City for the use of the Premises as follows: Five Thousand and 00/100 Dollars (\$5,000.00).

4. **No Alteration to the Licensed Improvements.** Licensee shall use the Premises exclusively for the Licensed Improvements. Prior to installation of any item comprising the Licensed Improvements (or prior to any subsequent repairs to the same), sufficient information, plans and/or drawings must be submitted to and approved by the City of Norman Public Works Department. Any deviation from the approved plans may be grounds for revocation of this License.

5. **City Right to Inspect.** Licensee shall allow City to enter upon the Premises at reasonable times for the purpose of inspection. Should Licensee not comply fully with the above-stated obligations of this section, notwithstanding anything contained in the termination for cause section hereof, City may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Any waiver by City of any breach of Licensee's obligations shall not constitute a waiver of the right to terminate this Lease for any subsequent or continued breach which may occur, or to enforce any other provision of this License. Upon termination, Licensee shall be governed by Section 13 of this License regarding Licensee's surrender of possession of the Premises. Any termination of the License herein will not serve to terminate any other obligations by Licensee under this Agreement.

6. **Licensee's Duty to Maintain.** Licensee shall keep and maintain the Premises and Licensed Improvements in such safe, sanitary and sightly condition as shall be satisfactory to City, and otherwise in compliance with applicable submittals and regulations relating to the use proposed in this License and Agreement. Licensee shall ensure that irrigation infrastructure remains operational and in good working order for the duration of license. Licensee shall further ensure that all vegetation placed on the Premises shall be maintained in good condition, and replaced as necessary as reasonably necessary to maintain a satisfactory aesthetic appearance for the Premises. If Licensee fails or refuses within fifteen (15) days after receipt of any request by City to meet its obligations under this paragraph, City may, at its option, perform such work, and in such event, Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. City may also, at its option, provide Licensee five (5) days' notice of termination of this License upon Licensee's failures pursuant to this Section.

7. **No Liens on Premises.** Licensee shall promptly pay any contractors hired for installation, repair or maintenance of the Licensed Improvements, and shall not permit or allow the placement of any lien upon the Premises. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Licensee on the Premises, and City is hereby authorized to post any notices or take any other action with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of City to take any such action shall not relieve Licensee of any obligation or liability under this or any other paragraph hereof.

8. **Indemnification by Licensee.** Licensee shall indemnify, defend and hold harmless City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever

kind and nature, including but not limited to those arising under the Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of use of, damage to or destruction of property, including the loss of use thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees (hereafter "Loss and Damage"):

(a) Arising out of, or directly or indirectly due to, any failure by Licensee to satisfy, promptly and faithfully, its obligations under this License;

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss of use thereof and lost profits, resulting from the use, occupancy or condition of the Premises and Improvements by Licensee, its employees, invitees and licensees; and

(c) Arising out of any mechanic's lien or other lien, tax, assessment or charge of any and every nature that may at any time be established against the Premises or the Improvements, or any part thereof, as a consequence, direct or indirect, of the existence of Licensee's interest under this License.

No settlement by Licensee for Loss and Damage shall affect City's right to indemnity, contribution or defense under this agreement.

Upon written notice from City, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or to save and hold harmless the City. Licensee shall pay the entire costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

Licensee hereby covenants and assures the City that Licensee has obtained all necessary approvals from any third party for installation and maintenance of the Licensed Improvements, and to enter into the License and Agreement terms as set forth herein. To the extent Licensee has failed to do so, or is subject to any such claim, Licensee shall defend, indemnify and hold harmless the City in conformance with the language above.

9. **Licensee Insurance.** Licensee shall maintain commercial general liability insurance and Workers' Compensation Insurance (as applicable) and shall provide the City with evidence thereof, such evidence to be continually updated by Licensee upon renewal. Any commercial general liability policy shall have minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, and no less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) in coverage for damages to the property, including the Premises and Licensed Improvements. Said policy shall name the City of Norman as an additional insured for the purposes of the Premises and Licensed Improvements.

10. **No Liability to Licensee.** In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, City shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any fee paid hereunder, except the proportionate part of any fee paid in advance. City shall further not be liable to Licensee in any way relating to the actions or decisions of third parties.

11. **Other Termination Rights.**

(a) If any fee shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Licensee herein contained, or in the case of any assignment or transfer of this License by operation of law, City may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee; but any waiver by City of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults.

(b) This License may be terminated for any reason at any time by either party by serving thirty (30) days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice, this License and all rights of Licensee hereunder shall absolutely cease and terminate.

(c) City retains the ability to revoke this License to address any City need reasonably originating from the City's right to ensure the public's health, safety and general welfare. In such case as this provision is invoked, the City shall provide thirty (30) calendar days' notice to Licensee.

12. **Notices.** Any notice to be given by City to Licensee hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to Licensee at:

Flint Hills Homeowners Association, Inc.
1320 N Porter Ave
Norman, OK, 73069

Any notice to be given hereunder by Licensee to City shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to:

The City of Norman
Attn: Office of the City Clerk
P.O. Box 370
Norman, OK 73070

13. **Termination Procedures, Requirements, Remedies and Rights.**

(a) Upon the termination of this License in any manner herein provided, Licensee shall forthwith surrender to City the possession of the Premises and shall, at its own cost, remove the Licensed Improvements and shall complete construction or otherwise restore the structures to which the Licensed Improvements were attached in conformance with applicable approvals and code provisions.

(b) In the case Licensee shall fail within thirty (30) days after the date of such termination to perform such construction or restoration, then City may, at its election to be exercised within thirty (30) days thereafter, remove the Licensed Improvements and perform such construction or restoration in conformance with applicable approvals and code provisions, and in such event Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. If the Licensee fails to remove the Licensed Improvements, and the City is required to remove the Licensed Improvements, the City may take and hold the Licensed Improvements as its sole property.

(c) If Licensee fails to surrender to City the Premises, upon any termination of this License, all the liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Improvements are removed and the Premises restored or City elects to take and hold the Improvements as its sole property as hereinabove provided.

(d) Upon termination of this License, Licensee further agrees and covenants that it will, at its own cost, perform any construction or restoration in conformance with the applicable Code of Ordinances of the City of Norman.

14. **Assignment or Transfer by Licensee.** Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Revocable License and Agreement or any interest herein, without the written consent and approval in each instance of City.

15. **Successors Bound.** All the covenants and agreements of Licensee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Licensee and shall inure to the benefit of the successors and assigns of City.

IN WITNESS WHEREOF, this License has been duly executed in duplicate by the parties hereto as of the date and year first above written.

LICENSEE:
Flint Hills Homeowners Association, Inc.



By: [Signature]
Dan Reeves, Vice President

Attest: [Signature]
JaRee Stambeck, Secretary

CITY:

APPROVED by the Norman City Council this _____ day of _____, 2024.

By: _____
Mayor

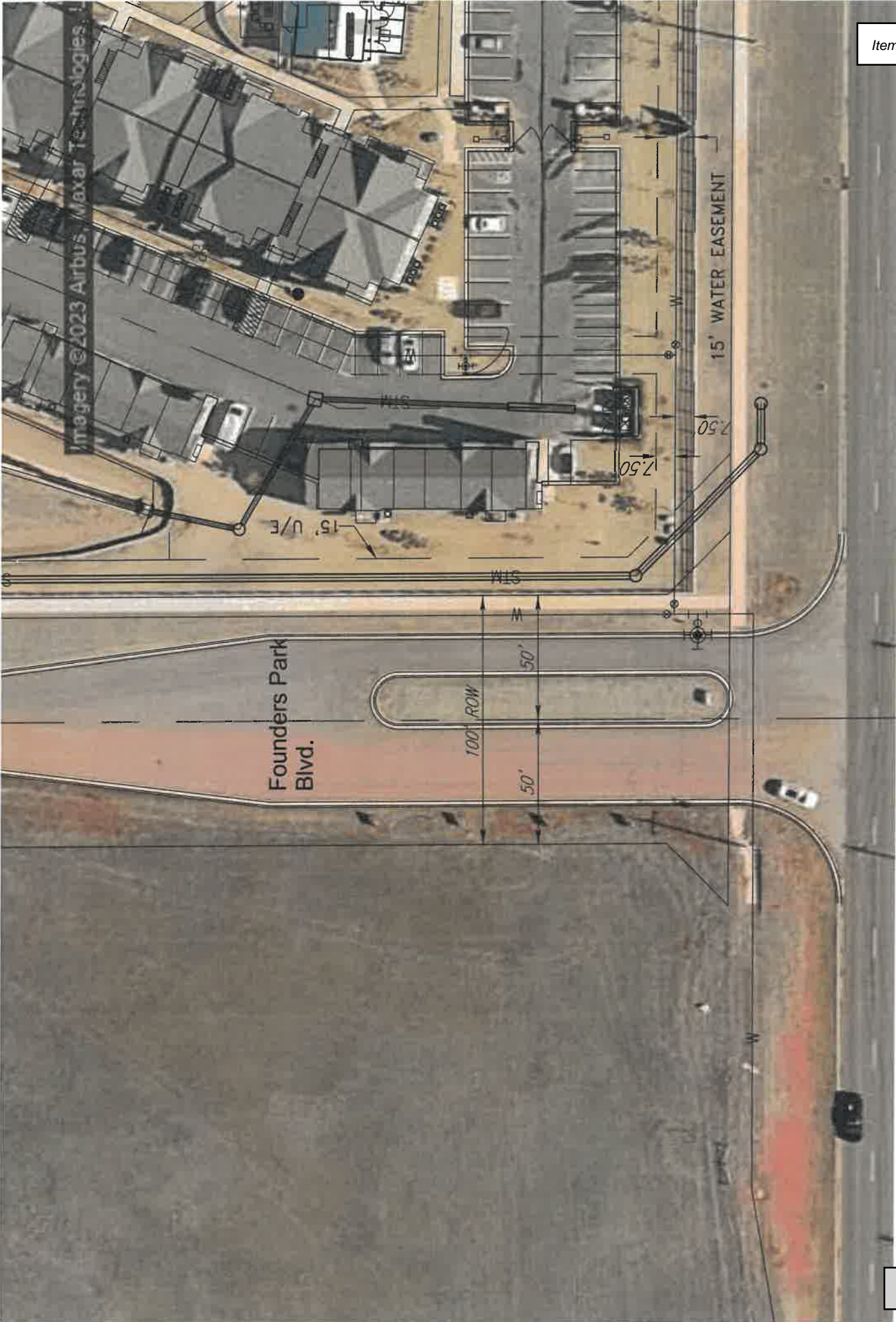
ATTEST:

City Clerk

APPROVED as to legality and form this 21 day of February, 2024.

[Signature]
City Attorney's Office

EXHIBIT A



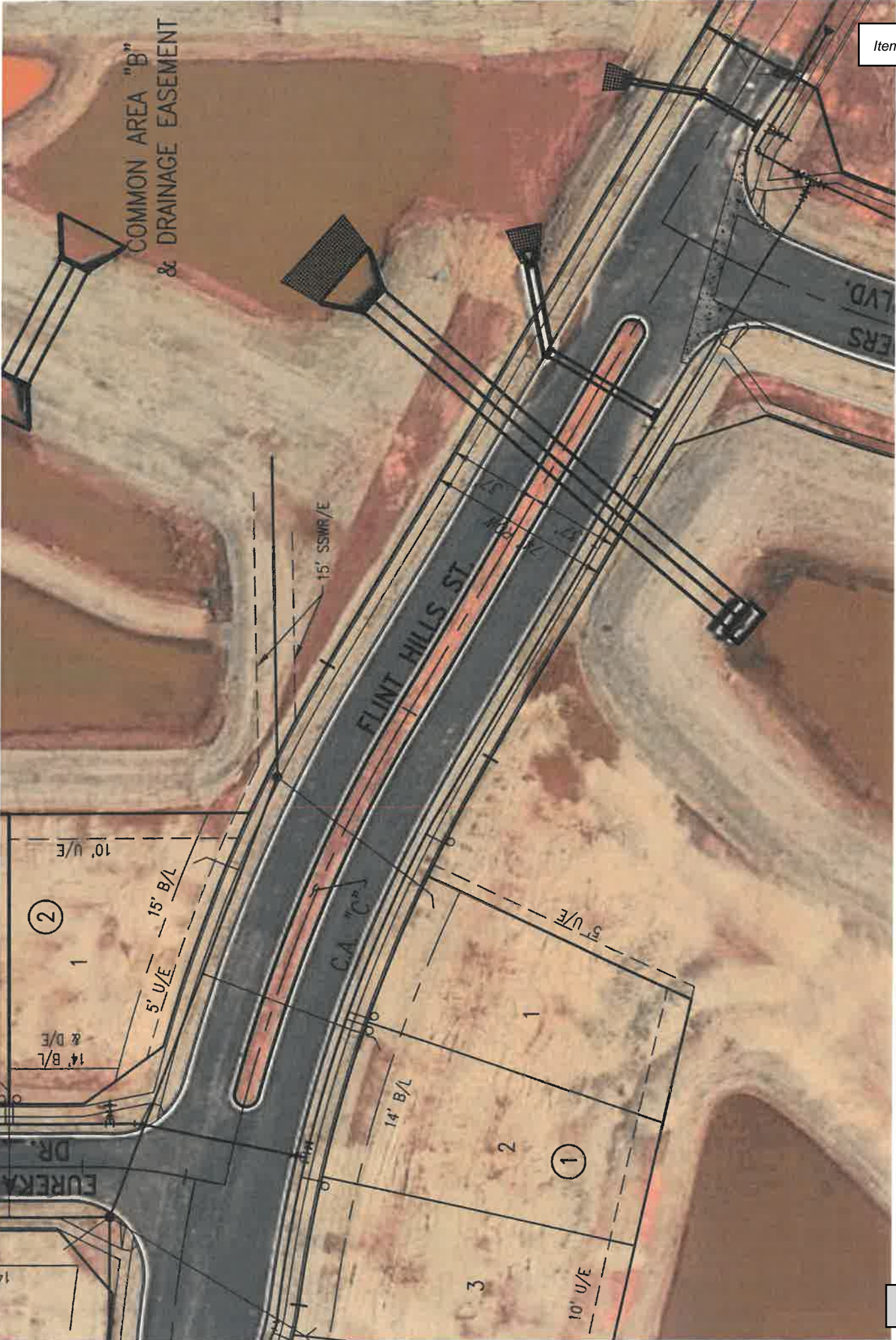
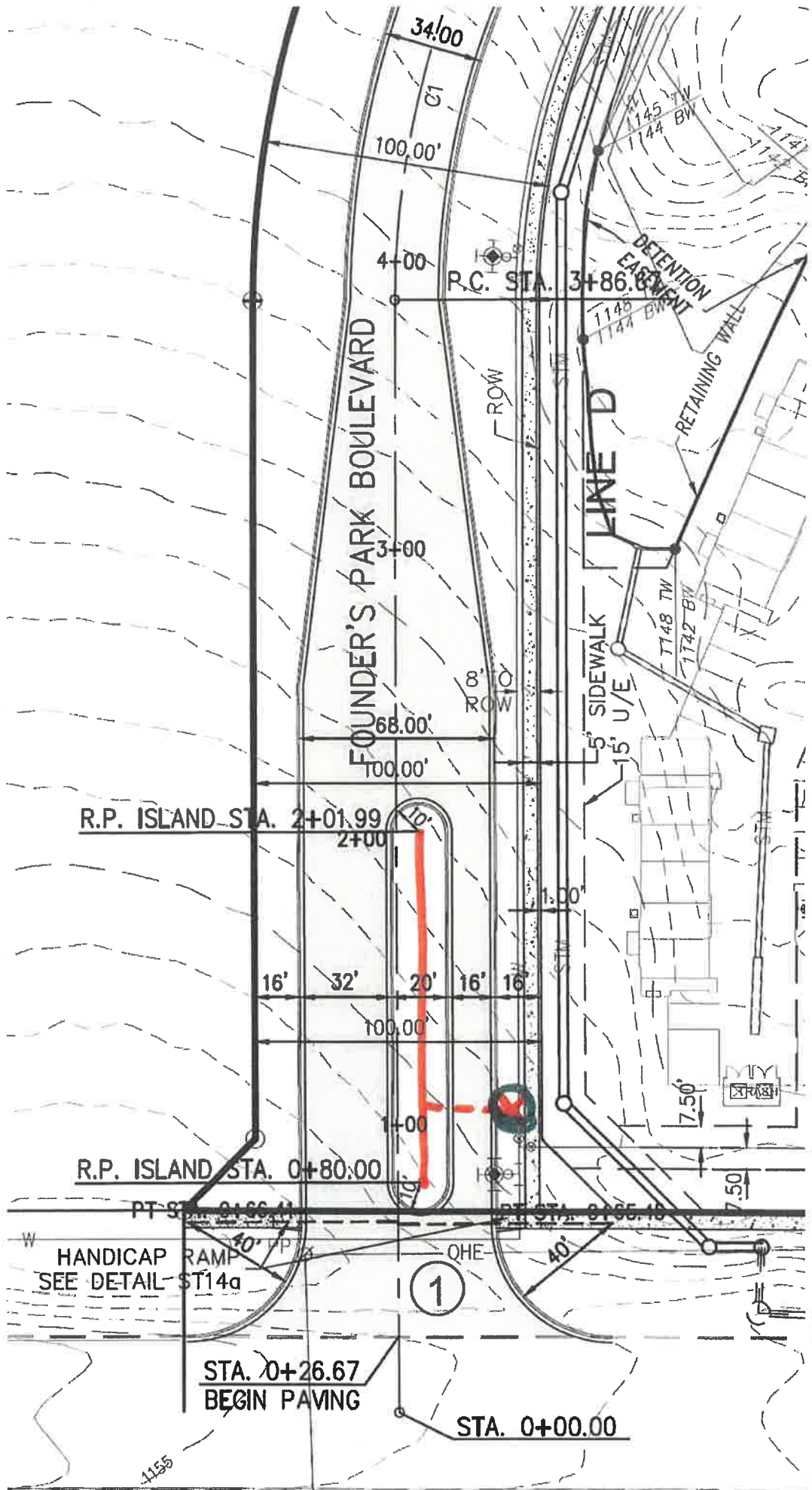


EXHIBIT B

ARTISAN CROSSING
IRRIGATION LAYOUT



 = METER LOCATION
 = IRRIGATION LINE
 = UNDERGROUND LINE



FLINT HILLS- Artisan Crossing Median

Project No. 23207
18 August 2023



Item 18.



FLINT HILLS- Central Median

Project No. 23207
1 September 2023



Item 18.

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2324-147: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN AND NOUN HOTEL, LLC FOR \$4,250 ALLOWING PLACEMENT AND MAINTENANCE OF PAVING, LANDSCAPING, ARTWORK AND SEATING WITHIN THE PUBLIC RIGHT-OF-WAY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Elisabeth Muckala, Assistant City Attorney

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONMENT OF CONTRACT K-2324-147: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN AND NOUN HOTEL, LLC FOR \$4,250 ALLOWING PLACEMENT AND MAINTENANCE OF PAVING, LANDSCAPING, ARTWORK AND SEATING WITHIN THE PUBLIC RIGHT-OF-WAY.

BACKGROUND:

Local business, NOUN Hotel, LLC, has requested this Revocable Right-of-Way License and Agreement (Contract K-2324-147), in order that it may utilize right-of-way directly adjacent to its location at 542 S. University in Norman, Oklahoma. During construction, pavement was installed in City right-of-way directly fronting University Boulevard. On this pavement, applicant proposes the permanent placement of artwork, namely a life-sized Schooner, as well as landscaping and dripline irrigation, and other tables and seating. Applicant proposes to utilize this space to enhance its customer's experience with outside opportunities to enjoy campus-adjacent Norman, particularly during sporting and other event draws.

City Staff has evaluated the proposal and finds that the applicant's proposed use can be accommodated with certain limitations and protections in place.

DISCUSSION:

This proposed revocable license agreement would approve the placed pavement, as well as the placement of artwork, landscaping and seating as set forth in the Exhibit B attached to the Agreement, within the public right-of-way are shown in Exhibit A to the Agreement. The improvements allowed within Exhibit B ensure that a five-foot clear pathway will be left and maintained at all times by Licensee. The revocable license agreement provides that an annual rental of \$4,250 which will be paid by Licensee to the City of Norman for use of the right-of-way area. The Agreement further provides that either party may terminate the license agreement upon thirty (30) days' notice. The Agreement also requires the Licensee maintain the installations and replace the same upon the City's need to work within the right-of-way. The Licensee may not install additional items, or change the configuration shown in the Agreement, without further agreement of the City. Upon any future termination, the revocable license

agreement requires that the applicant complete construction or otherwise return the affected right-of-way to its original condition.

The Agreement provides for indemnification and requires that the Licensee carry applicable insurances protecting the City as an additional insured. Applicant's failure to do any of these things constitutes a breach of the agreement, allowing termination by the City.

The annual payment of \$4,250 will be receipted into the General Fund, revenue account Other City Expense (109-364229) when received.

RECOMMENDATION:

Based on the above information, staff recommends approval of K-2324-147, a Revocable Right-of-Way License and Agreement with NOUN Hotel, LLC, allowing placement and maintenance of pavement, landscaping, artwork and seating within the right-of-way immediately adjacent to 542 South University Boulevard.

REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT

THIS REVOCABLE LICENSE AND AGREEMENT (“License”) is hereby issued as of the _____ day of _____, 2024, by THE CITY OF NORMAN, OKLAHOMA, A Municipal Corporation, (“City”), to NOUN Hotel, LLC (“Licensee”).

RECITALS

WHEREFORE, Licensee has submitted a request and supporting materials and information to the City to support its request to utilize right-of-way located on east side of its property, which fronts University Boulevard.

WHEREFORE, within said right-of-way, the Licensee proposes the installation and continued maintenance of vegetation and irrigation, removable art and aesthetic items (namely a full-sized Schooner), and removable tables and seating, as further demonstrated herein.

WHEREFORE, the City and Licensee wish to enter into an agreement whereby Licensed Improvements (as defined below) may be placed by Licensee within the Premises (as defined below) subject to certain limitations and conditions.

LICENSE AND AGREEMENT

WITNESSETH, the parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. **Premises and Licensed Improvements.** City hereby permits Licensee, subject to the rights and easements hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, to use the following described land situated in Norman, Cleveland County, State of Oklahoma, as located at 542 S University in Norman, Oklahoma and further exhibited on the attached **Exhibit A** made a part hereof (“Premises”), for a term beginning on _____, 2024 and ending when this License shall be terminated as hereafter provided. This License is issued solely for the purpose of the installation and maintenance of vegetation and irrigation, removable art and aesthetic items (namely a full-sized Schooner), and removable tables and seating, in the areas as further demonstrated in those documents attached collectively as **Exhibit B** (collectively the “Licensed Improvements”).

Particularly, the Schooner has been installed in the location shown, and attached by the means demonstrated in the pictures shown within Exhibit B. Additionally, the aerial depiction of the Premises in Exhibit B demonstrates the required clear sidewalk path, in which path no structures, temporary or permanent, may be placed, as this path is to be kept clear and safe for pedestrian access at all times. Further, Exhibit demonstrates the vegetation and irrigation as installed. Finally, in all remaining open areas demonstrated within Exhibit B, the Licensee shall place tables and seating in a manner complying with City regulations, and as demonstrated within the Exhibit B.

The Licensee may not make any improvements on the Premises that are unrelated to or not necessitated by the Licensed Improvements, and the Licensed Improvements are only permitted to the extent they are compliant with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law. The Licensee may not use the Premises for any other purpose under the terms of this License and Agreement.

2. **License Subject to City Use.** City hereby excepts and reserves the right, to be exercised by City and by any others who have obtained or may obtain permission or authority from City so to do, (a) to operate, maintain, renew and relocate any and all existing utilities, pipe, power, and communication lines and appurtenances and other facilities, including street infrastructure, of like character upon, over, or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities and street infrastructure of the same character. City shall incur no liability to Licensee for any damages to the Licensed Improvements or the Premises that may occur during the operation, maintenance, renewal, relocation of any or all existing street infrastructure, utilities, pipes, power or communication lines, appurtenances, or facilities, and in all instances it shall remain the responsibility of Licensee to ensure that the Licensed Improvements are repaired or replaced, or otherwise remain complaint with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law.

3. **License Fee.** Licensee shall pay to City for the use of the Premises as follows: FOUR THOUSAND TWO HUNDRED AND FIFTY and 00/100 Dollars (\$4,250.00) per year payable in advance without demand. This fee is due and owing on or before the date this License is issued and thereafter shall be payable on or before the first day of each annual anniversary of such date thereafter. If the fee remains unpaid for thirty days after payment is due, the penalty shall be equal to 10% of the annual amount due for each month that the fee remains unpaid. Upon termination by either party pursuant to this agreement, any non-vested portion of the annual fee paid in advance by Licensee will be refunded, on a pro-rata basis, to Licensee by City.

4. **No Alteration to the Licensed Improvements.** Licensee shall use the Premises exclusively for the Licensed Improvements as shown in Exhibit B. Prior to installation of any item comprising the Licensed Improvements (or prior to any subsequent repairs to the same), sufficient information, plans and/or drawings must be submitted to and approved by the City of Norman Public Works Department. Any deviation from the approved plans may be grounds for revocation of this License.

5. **City Right to Inspect.** Licensee shall allow City to enter upon the Premises at reasonable times for the purpose of inspection. Should Licensee not comply fully with the above-stated obligations of this section, notwithstanding anything contained in the termination for cause section hereof, City may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Any waiver by City of any breach of Licensee's obligations shall not constitute a waiver of the right to terminate this Lease for any subsequent or continued breach which may occur, or to enforce any other provision of this License. Upon termination, Licensee shall be governed by Section 13 of this License regarding Licensee's surrender of possession of the Premises. Any termination of the License herein will not serve to terminate any other obligations by Licensee under this Agreement.

6. **Licensee's Duty to Maintain.** Licensee shall keep and maintain the Premises and Licensed Improvements in such safe, sanitary and sightly condition as shall be satisfactory to City, and otherwise in compliance with applicable submittals and regulations relating to the use proposed in this License and Agreement. Licensee shall ensure that irrigation infrastructure remains operational and in good working order for the duration of license. Licensee shall further ensure that all vegetation placed on the Premises shall be maintained in good condition, and replaced as necessary as reasonably necessary to maintain a satisfactory aesthetic appearance for the Premises. If Licensee fails or refuses

within fifteen (15) days after receipt of any request by City to meet its obligations under this paragraph, City may, at its option, perform such work, and in such event, Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. City may also, at its option, provide Licensee five (5) days' notice of termination of this License upon Licensee's failures pursuant to this Section.

7. **No Liens on Premises.** Licensee shall promptly pay any contractors hired for installation, repair or maintenance of the Licensed Improvements, and shall not permit or allow the placement of any lien upon the Premises. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Licensee on the Premises, and City is hereby authorized to post any notices or take any other action with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of City to take any such action shall not relieve Licensee of any obligation or liability under this or any other paragraph hereof.

8. **Indemnification by Licensee.** Licensee shall indemnify, defend and hold harmless City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever kind and nature, including but not limited to those arising under the Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of use of, damage to or destruction of property, including the loss of use thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees (hereafter "Loss and Damage"):

(a) Arising out of, or directly or indirectly due to, any failure by Licensee to satisfy, promptly and faithfully, its obligations under this License;

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss of use thereof and lost profits, resulting from the use, occupancy or condition of the Premises and Improvements by Licensee, its employees, invitees and licensees; and

(c) Arising out of any mechanic's lien or other lien, tax, assessment or charge of any and every nature that may at any time be established against the Premises or the Improvements, or any part thereof, as a consequence, direct or indirect, of the existence of Licensee's interest under this License.

No settlement by Licensee for Loss and Damage shall affect City's right to indemnity, contribution or defense under this agreement.

Upon written notice from City, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or to save and hold harmless the City. Licensee shall pay the entire costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law,

in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

Licensee hereby covenants and assures the City that Licensee has obtained all necessary approvals from any third party for installation and maintenance of the Licensed Improvements, and to enter into the License and Agreement terms as set forth herein. To the extent Licensee has failed to do so, or is subject to any such claim, Licensee shall defend, indemnify and hold harmless the City in conformance with the language above.

9. **Licensee Insurance.** Licensee shall maintain commercial general liability insurance and Workers' Compensation Insurance (as applicable) and shall provide the City with evidence thereof, such evidence to be continually updated by Licensee upon renewal. Any commercial general liability policy shall have minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, and no less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) in coverage for damages to the property, including the Premises and Licensed Improvements. Said policy shall name the City of Norman as an additional insured for the purposes of the Premises and Licensed Improvements.

10. **No Liability to Licensee.** In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, City shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any fee paid hereunder, except the proportionate part of any fee paid in advance. City shall further not be liable to Licensee in any way relating to the actions or decisions of third parties.

11. **Other Termination Rights.**

(a) If any fee shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Licensee herein contained, or in the case of any assignment or transfer of this License by operation of law, City may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee; but any waiver by City of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults.

(b) This License may be terminated for any reason at any time by either party by serving thirty (30) days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice, this License and all rights of Licensee hereunder shall absolutely cease and terminate.

(c) City retains the ability to revoke this License to address any City need reasonably originating from the City's right to ensure the public's health, safety and general welfare. In such case as this provision is invoked, the City shall provide thirty (30) calendar days' notice to Licensee.

12. **Notices.** Any notice to be given by City to Licensee hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to Licensee at:

NOUN Hotel, LLC
Attn: Scott Lambert, Manager
542 S University
Norman, OK 73069

Any notice to be given hereunder by Licensee to City shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to:

The City of Norman
Attn: Office of the City Clerk
P.O. Box 370
Norman, OK 73070

13. **Termination Procedures, Requirements, Remedies and Rights.**

(a) Upon the termination of this License in any manner herein provided, Licensee shall forthwith surrender to City the possession of the Premises and shall, at its own cost, remove the Licensed Improvements and shall complete construction or otherwise restore the structures to which the Licensed Improvements were attached in conformance with applicable approvals and code provisions.

(b) In the case Licensee shall fail within thirty (30) days after the date of such termination to perform such construction or restoration, then City may, at its election to be exercised within thirty (30) days thereafter, remove the Licensed Improvements and perform such construction or restoration in conformance with applicable approvals and code provisions, and in such event Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. If the Licensee fails to remove the Licensed Improvements, and the City is required to remove the Licensed Improvements, the City may take and hold the Licensed Improvements as its sole property.

(c) If Licensee fails to surrender to City the Premises, upon any termination of this License, all the liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Improvements are removed and the Premises restored or City elects to take and hold the Improvements as its sole property as hereinabove provided.

(d) Upon termination of this License, Licensee further agrees and covenants that it will, at its own cost, perform any construction or restoration in conformance with the applicable Code of Ordinances of the City of Norman.

14. **Assignment or Transfer by Licensee.** Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Revocable License and Agreement or any interest herein, without the written consent and approval in each instance of City.

15. **Successors Bound.** All the covenants and agreements of Licensee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Licensee and shall inure to the benefit of the successors and assigns of City.

IN WITNESS WHEREOF, this License has been duly executed in duplicate by the parties hereto as of the date and year first above written.

LICENSEE:
NOUN Hotel, LLC

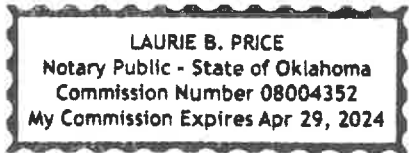
By: Scott Lambert
Scott Lambert/Manager

STATE OF OKLAHOMA)
COUNTY OF ~~CLEVELAND~~) SS:
Tulsa

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of February, 2024, personally appeared **Scott Lambert**, known to me known to be the **Manager** of **NOUN Hotel, LLC** executed the same License and Agreement as their free and voluntary act.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 4-29-2024 Notary Public:
Laurie B. Price



CITY:

APPROVED by the Norman City Council this _____ day of _____, 2024.

By: _____
Mayor

ATTEST:

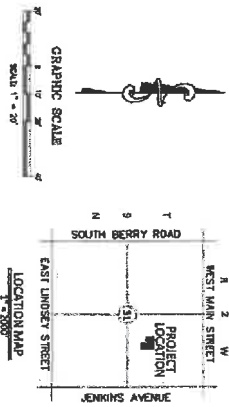
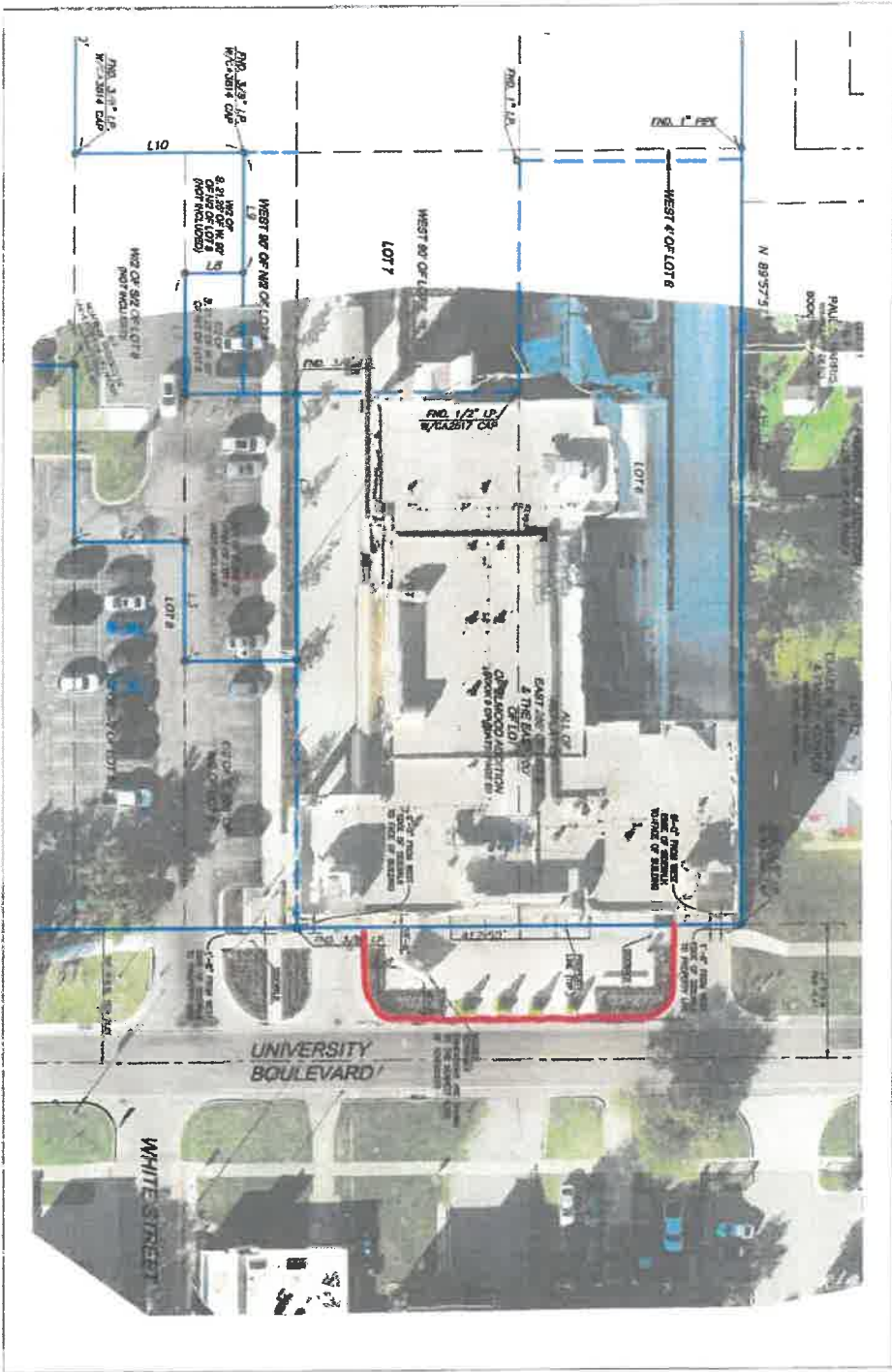
City Clerk

APPROVED as to legality and form this 21 day of February, 2024.

Clinette Luchala
City Attorney's Office



Exhibit A

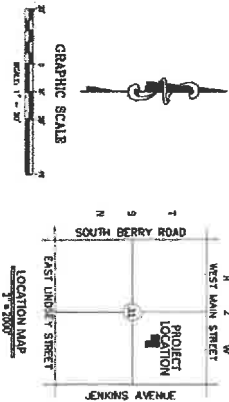
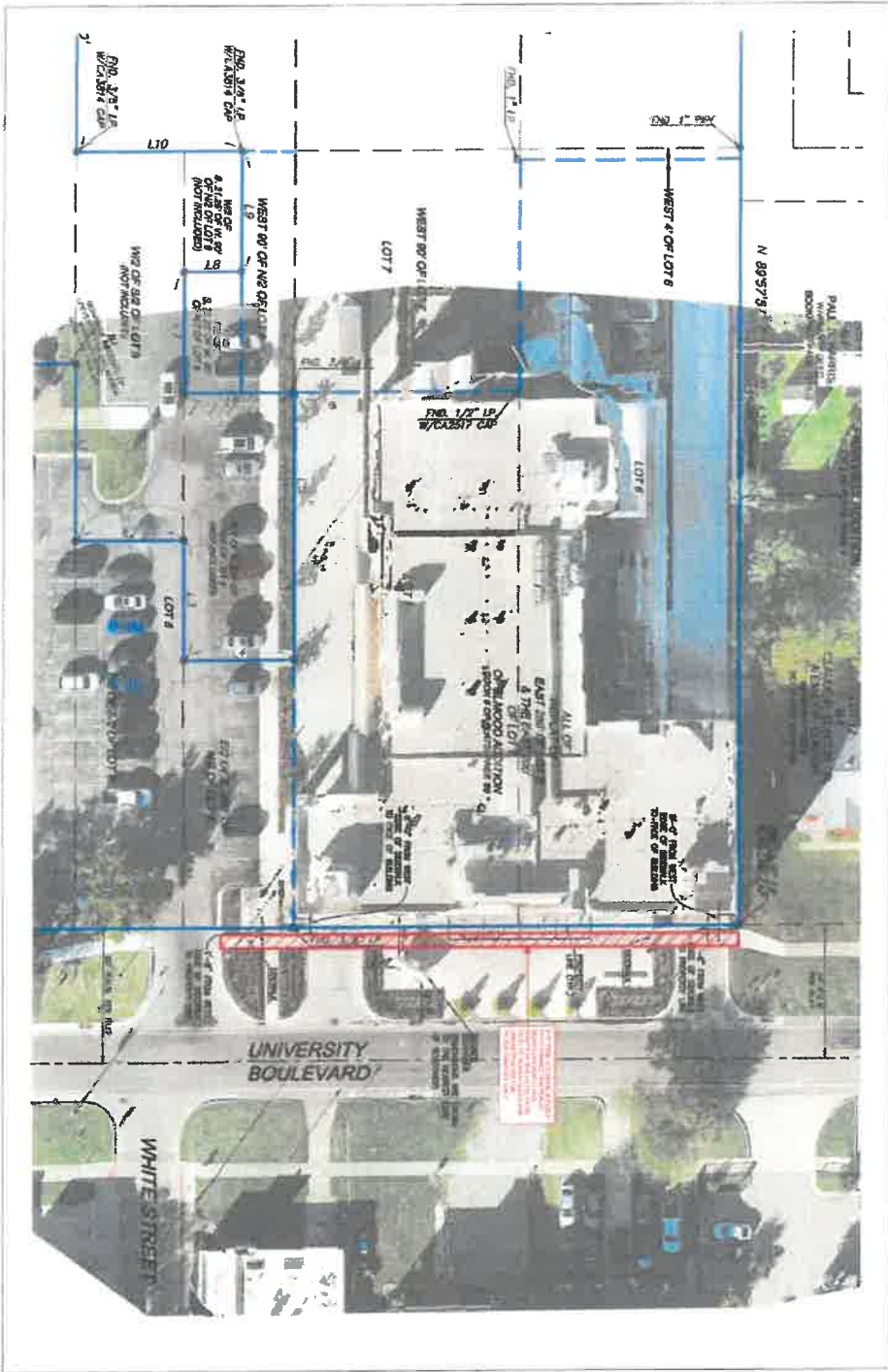


SMC
 SOUTHERN METRO CONSULTANTS, INC.
 1000 N. UNIVERSITY AVENUE, SUITE 100
 NORMAN, OKLAHOMA 73069
 PHONE: 405.326.1100
 FAX: 405.326.1101
 WWW.SMCOKLAHOMA.COM

THE NOUN BOUTIQUE HOTEL
 CAMPUS CORNER
 643 SOUTH UNIVERSITY BOULEVARD
 NORMAN, OKLAHOMA

SITE PLAN EXHIBIT
 EXHIBIT 1

Exhibit B



SMC
 3400 N. UNIVERSITY BOULEVARD
 SUITE 100
 NORMAN, OKLAHOMA 73069
 TEL: 405.894.1111
 FAX: 405.894.1112
 WWW.SMCOKLAHOMA.COM

THE NOUN BOUTIQUE HOTEL
 CAMPUS CORNER
 642 SOUTH UNIVERSITY BOULEVARD
 NORMAN, OKLAHOMA

DATE: 08/14/2018
 TIME: 10:00 AM
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]
 SHEET NO: [Number]

sttan

on

... HAS BEEN REVIEWED FOR GENERAL COMPLIANCE
ANS AND SPECIFICATIONS. THIS REVIEW AND THE
INDICATED BELOW DOES NOT RELIEVE SUBCONTRACTOR/
OF ANY CONTRACTUAL RESPONSIBILITIES, INCLUDING THE
ING OF ALL ITEMS REQUIRED BY THE DOCUMENTS AND THE
CONFIRMATION OF ALL QUANTITIES AND DIMENSIONS.

DATE: 04/01/2022

BY: HMcGee

NO EXCEPTIONS

REVISE AND RESUBMIT

EXCEPTIONS NOTED

REJECTED

SUB. No. 32 84 23 Underground Sprinklers Shop Drawing
REVISED

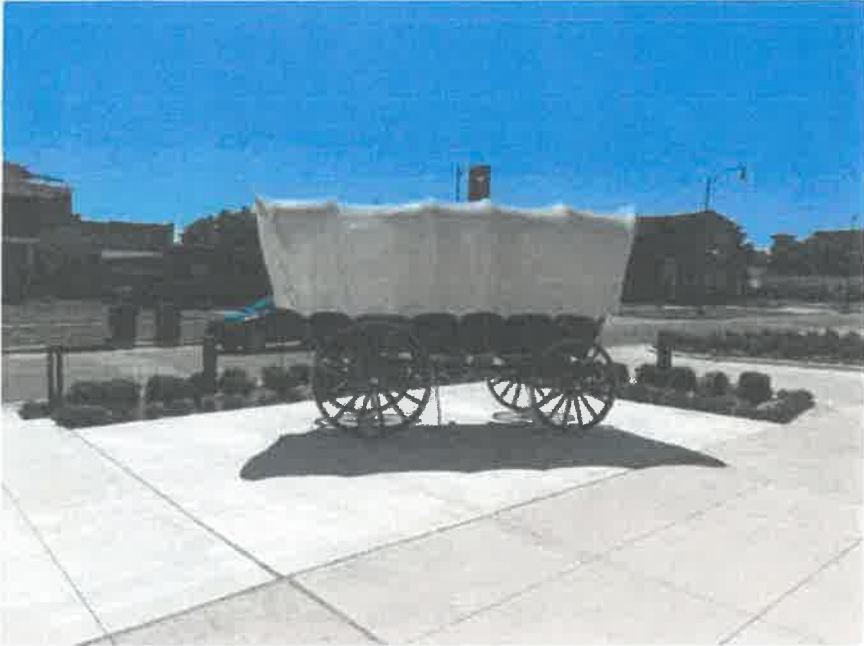
Submittal Review

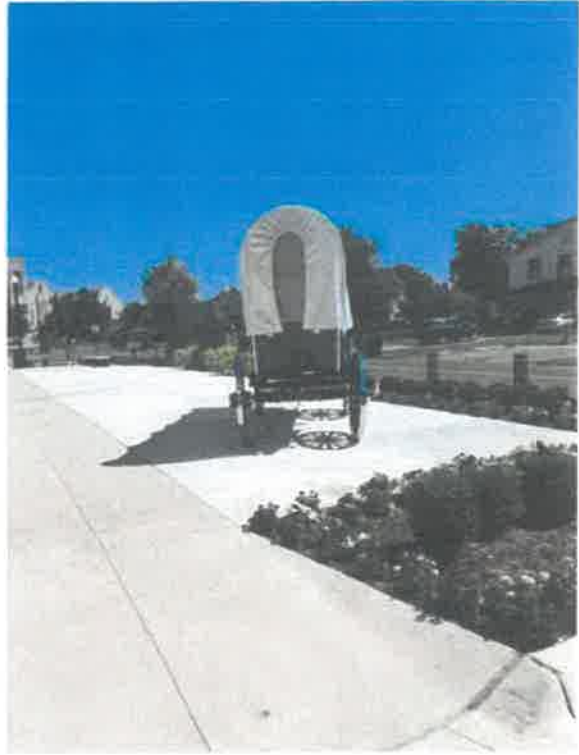
- Approved
- Approved as Noted
- Rejected-Resubmit
- Revise and Resubmit
- Submit Specified Item
- Submittal Not Required

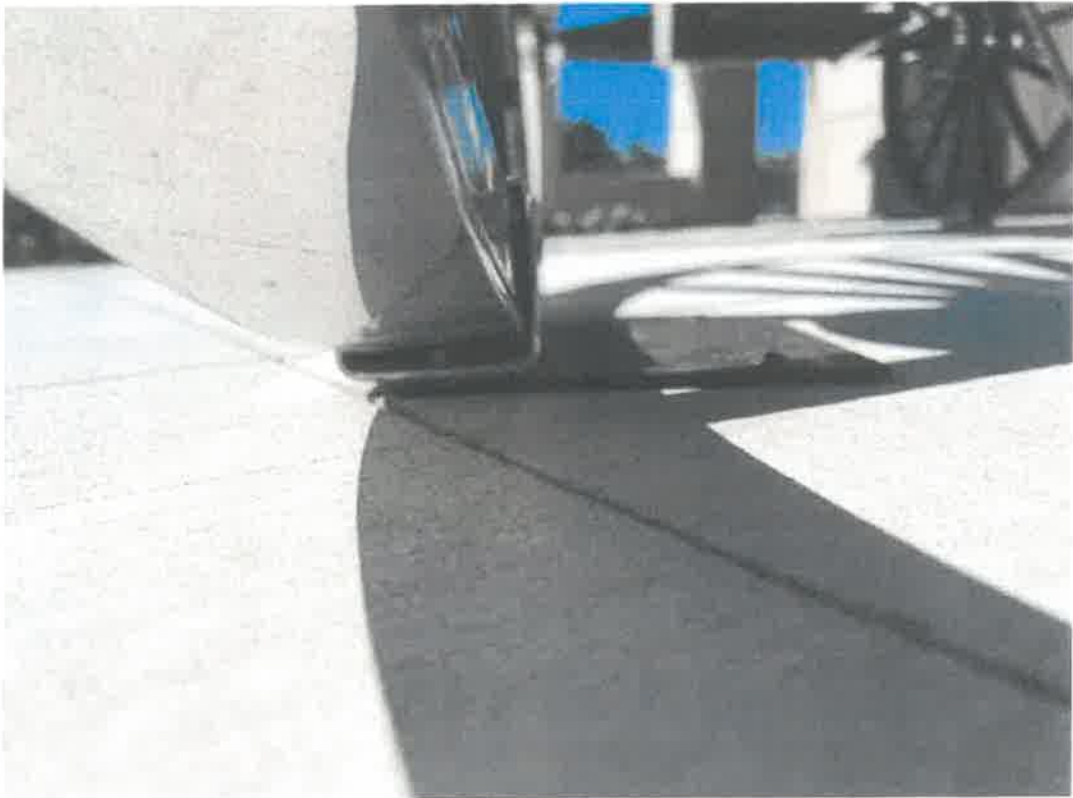
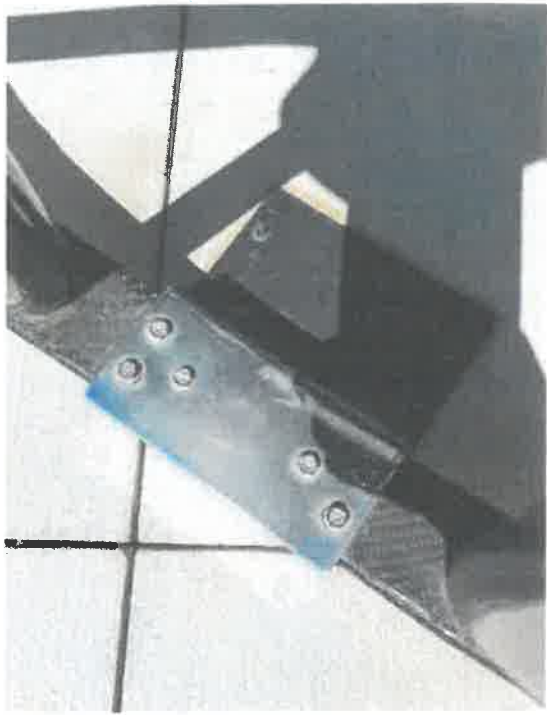
Review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawing during review do not relieve Contractor from the requirements of the Contract Documents. Approval of a specific item is not an approval of an assembly of which the item is a component. Contractor is responsible for dimensions to be confirmed and correlated at the jobsite; information that pertains to the fabrication process, or to the means, methods, techniques, sequences and procedures of construction; coordination of the work of all trades, and for the safe and satisfactory performance of all work.
GH2 ARCHITECTS, LLC

By: nspriggs Date: 06/21/2022

Item 19.











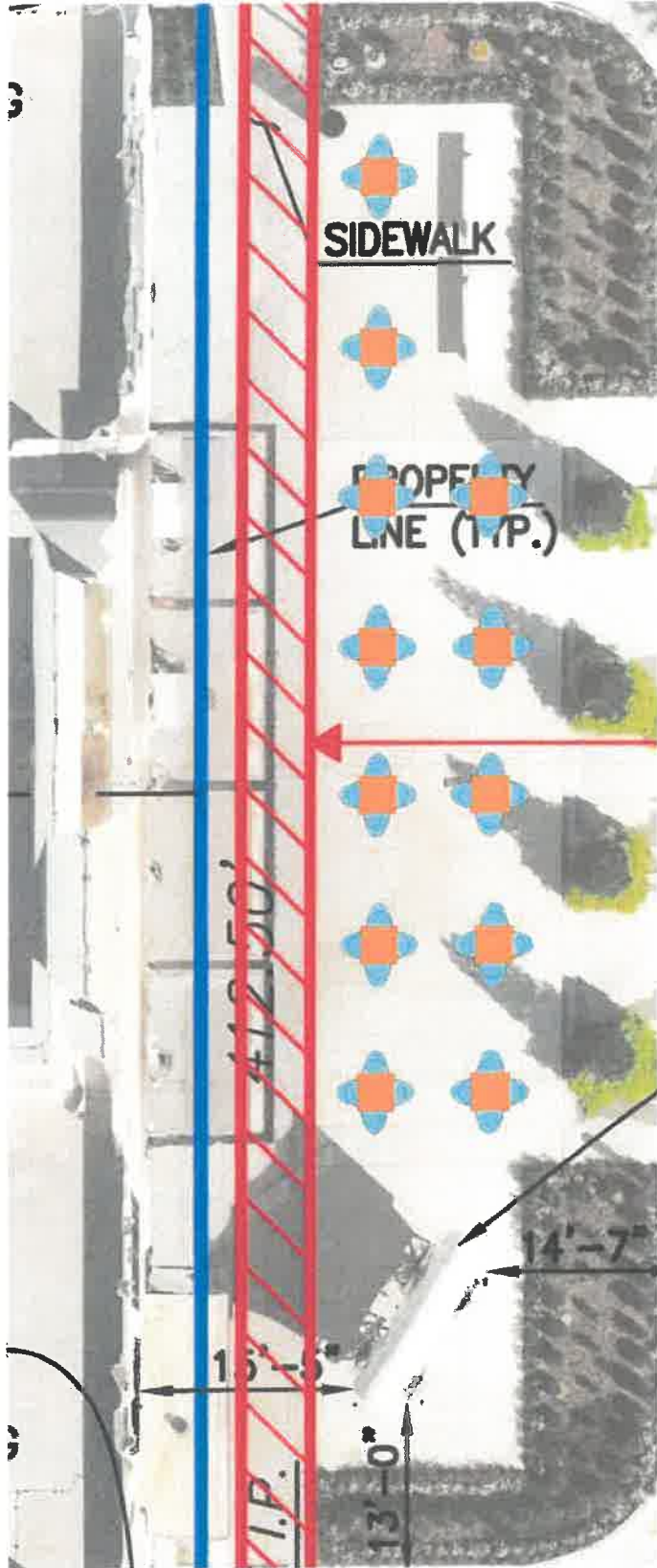
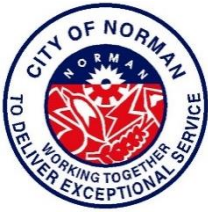


Exhibit B:
Table and Chair Placement

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-118: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY CARL TOMCZAK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *CARL TOMCZAK V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-07388 P; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-118: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY CARL TOMCZAK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *CARL TOMCZAK V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-07388 P; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

BACKGROUND:

Carl Tomczak is a firefighter for the City of Norman's Suppression Division of the Fire Department hired on January 1, 2015. Mr. Tomczak filed Workers Compensation Commission Case 2022-07388 P on December 8, 2022, alleging a single incident injury to the left shoulder, left upper arm, and left arm from a lifting injury on July 18, 2021. The case was accepted and proceeded through the normal litigation process.

Prior to a trial being held, Mr. Tomczak has agreed to a settlement in the total amount of \$25,920.00, which represents 20 percent permanent partial impairment (PPI) to the whole body regarding the left shoulder, zero percent regarding the left upper arm, and zero percent regarding the left arm. The settlement is recommended for consideration by the City Council.

DISCUSSION:

Medical Treatment. Mr. Tomczak was seen initially at Access Medical Center the day of his injury. He then followed up with Norman Regional Occupational Medicine on July 23, 2021 and was treated conservatively to include a steroid injection and underwent a magnetic resonance imaging (MRI) on August 19, 2021. Due to lack of improvement and MRI findings, he was referred for orthopedic evaluation. On September 13, 2021 he was seen by Dr. Moses and

prescribed physical therapy. He continued to follow-up with Dr. Moses receiving conservative treatment to include steroid injection, dryneedling in physical therapy, and a Platelet-Rich Plasma (PRP) injection before surgical intervention was recommended. He underwent left shoulder arthroscopic labral repair on February 11, 2022 followed by postoperative physical therapy. He was released MMI without restrictions on May 20, 2022. On January 31, 2023, a change of physician was requested to Dr. Bond. He was seen by Dr. Bond on February 15, 2023 and left shoulder manipulation was recommended and was performed on March 20, 2023. Mr. Tomczak returned to Dr. Bond on September 11, 2023 and was released MMI without restrictions.

Issues for Trial. There is no question Mr. Tomczak injured his left shoulder in the course of his employment with the City. The primary issues to be tried before the Workers' Compensation Commission are the extent of Mr. Tomczak's injury and whether the injury is permanent in nature. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of permanent partial impairment.

Evaluations. Mr. Tomczak was evaluated by Dr. Lance Rosson, D.O. on October 19, 2023, regarding the above claim and opined a rating of 29 percent (\$37,584.00) PPI to the whole body regarding the left upper extremity. In addition, Dr. Rosson opined Mr. Tomczak should be given entitlement to continued medical benefits in the nature of prescription medications on an as-needed basis as well as other treatment that his treating physician or further selected physicians might deem necessary with respect to this job-related injury, and ongoing and continued medical maintenance indefinitely for the implanted medical devices/prosthetic/instrumentation.

He was then rated on January 9, 2023 by William Jones, M.D., MPH, the medical expert for the City of Norman. Dr. Jones opined 8 percent (\$10,368) PPI to the whole body regarding the left shoulder. He also opined that the anchor hardware is not a prosthetic device or medical device, and is not intended to be serviced, refilled, replaced or repaired.

Trial. The case proceeded through the normal litigation process; however, Mr. Tomczak has agreed to a settlement of the case as outlined below. If a trial was held, the Judge could determine nature and extent to his injuries and award permanent partial disability.

Proposed Settlement. The proposed settlement closes Workers' Compensation Case 2022-07388 P in a lump sum payment of \$25,920.00 (less attorney fee) representing the settlement amount discussed above. Pursuant to 85A O.S. § 31(7), for injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$777.60, representing (3%) of the permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission.

It is felt that the settlement is fair and reasonable. A settlement is beneficial to the City in that it is a full, final and complete settlement of any and all claims and closes out any continued medical treatment. This settlement is beneficial to Mr. Tomczak in that it provides certainty for an award and would be paid in a lump sum rather than at a weekly rate over a period of time.

Furthermore, if the case was settled in this manner, the City would incur additional costs and fees of:

Workers' Compensation Administration Fund Tax in the amount of \$518.40; Special Occupational Health & Safety Tax in the amount of \$194.40; and Workers Comp Commission Filing fee in the amount of \$140. In addition, the City would incur an additional cost and fee for the Cleveland County Court Filing Fee in the amount of \$154.14.

These additional costs and fees total \$1,006.94, which brings the total cost of this settlement to the City to \$26,926.94. Adequate funds are available in the Order/Settlements Account (43330102-42131).

RECOMMENDATION:

For the reasons outlined above, it is believed the settlement is fair, reasonable, and in the best interest of the City. Acceptance of the settlement would require the payments as outlined above. If approved, the settlement amount would be paid to Mr. Tomczak and his attorney in a lump sum. The settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85A O.S. § 107, 51 O.S. § 159, and 62 O.S. § 361, *et seq* and 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq*. Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

TOMCZAK, Carl

CM3-2022-07388 P (L Shldr, Upper Arm, Arm)
 SS# XXX-X4-6326
 City Council Date 2/27/24
 Atty: Jeffrey Cooper
 Trial Date: NA Order Date: N/A
 DOH: 1/2/15 Separation: NA
 RTW: MMI: 9/11/23

Date of Injury: 7/18/21 (SI)
 PPD Wage: \$360

Memo
 Resolution R-2324-118
 Purchase Requisitions

Permanent Partial Disability Settlement	\$25,920.00	20% L Shoulder (Whole Body)	
	\$0.00	L. Upper Arm	
	\$0.00	L Arm	
	\$25,920.00		
Attorney Fees (20% of PPD)	\$ (5,184.00)		
Net to Claimant	(\$20,736.00)		
Total PPD Settlement	\$25,920.00		
Multiple Injury Trust Fund (3% of PPD-After 7/1/19)	(\$777.60)		43330102-42134
Net to Attorney & Claimant (Less MITF)	25,142.40		43330102-42131

City's Settlement Costs (953-092)

		Vendor	
Workers Comp. Admn. Fund (2% of PPD)	\$ 518.40	2267	43330102-42133
Occupational & Health Trust Fund (0.75%)	\$ 194.40	1950	43330102-42135
Filing Fee - Workers Compensation Commission	\$ 140.00	12122	43330102-44704
	\$ 852.80		
Filing Fee - Cleveland County District Court	\$ 154.14	434	43330102-44703
	\$1,006.94		
Total Settlement Cost (PPD, TTD, Costs)	\$26,926.94		

Settlement forms:

	<u>Copies</u>	Filed in WCC	Filed in Dist.Ct.
IF Compromise Settlement	11	x	
Affidavit of Foreign Judgment	4		x
Assignment of Judgment	4		x
Checks with case name on them	1		
Certificate of Mailing	3	x	

File Closing procedure

	<u>Completion Date</u>
Send Tax Roll Memo to Finance (1st) w/Agenda Approval	
Send in Taxes to Tax Commission	
Send filing fee to Comp Court	
Mail Certified Copy of JP or CS - Mail to all providers	
File Affidavit & Assignment in District Court	
Send Tax Roll Memo to Finance (1nd) w/Aff & Assignment	
Final Letter to Attorney (Sending Aff/Assignment)	
Log onto Legal's tracking spreadsheet (Legal/WC/Audits)	
Index in file list & place in storage	
Send Closing Letter to Claimant's Attorney	

R-2324-118

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY CARL TOMCZAK UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *CARL TOMCZAK V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-07388 P; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

- §1. WHEREAS, Carl Tomczak, a firefighter for the City of Norman Fire Department, Suppression Division, alleged a single incident injury to the Left Shoulder, Left Upper Arm, and Left Arm from a lifting injury on July 18, 2021; and
- §2. WHEREAS, the City of Norman has negotiated settlement for the claim of Carl Tomczak against the City of Norman, under the Workers' Compensation Statutes for a total of \$25,920.00, which represents 20 percent permanent partial impairment (PPI) to the whole body regarding the left shoulder, zero percent regarding the left upper arm, and zero percent regarding the left arm to be paid in a lump sum settlement to Mr. Tomczak, and such settlement is believed to be fair and reasonable; and
- §3. WHEREAS, the City shall incur additional costs for the settlement for payment for Workers Compensation Commission Case 2022-07388 P to the Workers' Compensation Administration Fund in the amount of \$518.40; the Special Occupational Health and Safety Fund in the amount of \$194.40; filing fee in the Workers' Compensation Commission in the amount of \$140.00; and filing fee in the Cleveland County District Court in the amount of \$154.14; and
- §4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and



R-2324-118

§5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Commission, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85, § 107, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and

§6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

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

§7. That the Legal Department is authorized to enter into settlement with Carl Tomczak for not more than \$25,920.00 for any and all claims that he has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and

§8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Commission, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and

§9. That the Finance Director is authorized and directed to purchase such judgment of the Workers' Compensation Commission, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this 27th day of February, 2024.

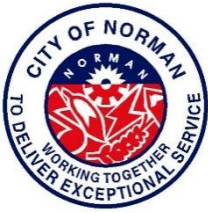
Mayor

ATTEST:

City Clerk

File Attachments for Item:

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-121: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING A REVISION OF THE PUBLIC TRANSPORTATION TITLE VI PROGRAM OF THE 1964 CIVIL RIGHTS ACT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Taylor Johnson, Transit & Parking Program Manger

PRESENTER: Scott Sturtz, P. E., Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-121: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING A REVISION OF THE PUBLIC TRANSPORTATION TITLE VI PROGRAM OF THE 1964 CIVIL RIGHTS ACT.

BACKGROUND:

On May 22, 2019, the Governor of Oklahoma designated the City to be the direct recipient of federal funds to be used for the provision of public transportation services effective upon the date the FTA formally approved the City eligible to receive such funds which occurred on June 20, 2019.

The City of Norman is committed to providing transit service to any resident or visitor in the City of Norman that desires to use public transportation. This mission is consistent with Title VI requirements which prohibit recipients of Federal financial assistance from discriminating on the basis of race, color, or national origin in their programs or activities, and it obligates Federal funding agencies to enforce compliance. Title VI also requires recipients to reduce language barriers that may impede access to important services to customers who may not be proficient in English.

The FTA requires that all direct and primary recipients of federal funds document their compliance with the Department of Transportation's Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years or as otherwise directed by the FTA. FTA Circular 4702.1B, as implemented on October 1, 2012, also requires that the Title VI Program be approved by the recipients board of directors or appropriate governing entity or officials responsible for policy decisions prior to submission to the FTA.

DISCUSSION:

Resolution R-2324-121 adopts a revised Public Transportation Title VI Program for the City of Norman that will be submitted to the FTA upon approval of the City Council. The Title VI Program includes public notice provisions, establishment of a complaint form and procedures, a public participation plan, a language assistance plan, and other general reporting requirements of the FTA as well as standards and policies for fixed route system-wide service. The program has been reviewed and revised to ensure compliance with any updated to federal

regulations and to account for any demographic changes in census data released since the last version of this program was adopted.

The draft of this policy revision has been posted on the City website for public review and feedback in accordance with the existing policy. Additionally, public notice and invitation to comment was posted in the Norman Transcript newspaper as well. The final date for public comment was February 19, 2024. No public comments were received.

RECOMMENDATION:

Staff recommends adoption of R-2324-121, thereby adopting the City of Norman's Public Transportation Title VI Program.

R-2324-121

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING A REVISION OF THE PUBLIC TRANSPORTATION TITLE VI PROGRAM OF THE 1964 CIVIL RIGHTS ACT.

- § 1. WHEREAS, the City of Norman is an active grantee/direct recipient of Federal transit funds; and
- § 2. WHEREAS, 49 CFR § 21.9(b) requires the City of Norman to have a Title VI Program in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et. Seq.*; and
- § 3. WHEREAS, the City of Norman is required to submit its Title VI Program to the Federal Transit Administration (FTA) every three years; and
- § 4. WHEREAS, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance; and
- § 5. WHEREAS, the City of Norman’s Title VI Program includes public notice provisions, establishment of a complaint form and procedures, a public participation plan, a language assistance plan, and other general reporting requirements of the FTA as well as standards and policies for fixed route system-wide service.

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

- § 6. THAT the City of Norman hereby adopts Exhibit A, the City of Norman’s Public Transportation Title VI Program, including Appendices A, B, C, D, and E, attached hereto as Exhibit A and made a part hereof.

PASSED AND ADOPTED this 27th day of February, 2024.

ATTEST:

Mayor

City Clerk



**Public Transportation
Title VI Program
of the
1964 Civil Rights Act

City of Norman**

Submitted in Compliance with:
FTA Circular 4702.1B
(Effective October 1, 2012)

February 27, 2024

Submitted by:

City of Norman
Department of Public Works – Transit and Parking
225 N Webster
P.O. Box 370
Norman, OK 73069

Title VI Plan – Table of Contents

Introduction

Section I: General Reporting Requirements

- A. Title VI Notice to the Public
- B. Title VI Complaint Form and Procedures
- C. Title VI Investigations, Complaints, or Lawsuits
- D. Public Participation Plan
- E. Language Assistance Plan
- F. Membership of Non-elected Committees and Councils
- G. Monitoring of Subrecipients
- H. Title VI Equity Analysis of Constructed Facilities
- I. Documentation of Governing Body Review and Approval of Title VI Program

Section II: Standards and Policies for Fixed Route System-wide Service

- A. Service Standards and Service Policies
 - 1. Vehicle load
 - 2. Vehicle headways
 - 3. On-time performance
 - 4. Service Availability
 - 5. Distribution of transit amenities for each mode
 - 6. Vehicle assignment for each mode

APPENDICES

- A. Title VI Notice to the Public
- B. Title VI Complaint Procedures and Form
- C. Public Participation Plan
- D. Language Assistance Plan
- E. Approval Documentation for Title VI Program

Introduction

The City of Norman (CON) is a direct recipient of Federal Transit Administration (FTA) funds and is required to submit a Title VI Program once every three years to document compliance with Title VI regulations as given in Title 49 CFR part 21.

Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency, and Presidential Executive Order 12898 addresses environmental justice for minority and low-income populations. CON is committed to providing public transportation services in a nondiscriminatory manner and complying with Title VI as well as the Executive Orders for Limited English Proficiency and Environmental Justice. To ensure this goal, CON will prepare an updated Title VI Program every three years. The Title VI Program also includes a Limited English Assistance Plan and a Public Participation Plan that engages all population groups served by CON, including minority and low-income populations.

Section I: General Reporting Requirements

A. Title VI Notice to the Public

The City of Norman (CON) is committed to implementing the Title VI Program and ensuring that CON operates without discrimination as described in the Title VI regulations. CON's Title VI Notice to the Public is posted in public areas of CON's offices, on all CON revenue vehicles, and on the CON website. The public notification is posted in both English and Spanish as shown below and in Appendix A.

Notifying the Public of Rights under Title VI City of Norman (CON) Public Transportation

- The City of Norman operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. If you believe you have been wronged by any unlawful discriminatory practice under Title VI, you may file a written complaint with the City at City of Norman Title VI Officer, ATTN Public Works, P.O. Box 370, Norman, OK 73070.
- For more information on the City's Title VI complaints procedure and form, visit our website, www.normanok.com.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights at the following address: Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- If you need information in another language, contact 405-217-7761.

Notificación al público sobre los derechos en virtud del Título VI

- La Ciudad de Norman administra sus programas y servicios sin distinción de raza, color ni nacionalidad conforme al Título VI de la Ley de Derechos Civiles. Si considera que ha sido perjudicado a causa de algún acto discriminatorio ilegal en virtud del Título VI, puede presentar una demanda por escrito ante la Ciudad enviándola a City of Norman Title VI Officer, ATTN Public Works, P.O. Box 370, Norman, OK 73070
- Si desea obtener más información acerca del formulario y los procedimientos de demandas del Título VI de la COTPA, visite nuestro sitio web www.normanok.gov.
- Un demandante puede presentar una queja directamente ante la Administración Federal de Tránsito presentando una queja ante la Oficina de Derechos Civiles en la siguiente dirección: Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- Si desea obtener la información en otro idioma, llame al 405-217-7761.

B. Title VI Complaint Form and Procedures

CON has established Title VI Complaint Procedures that include all complaints under Title VI of the Civil Rights Act of 1964, Executive Order 12898 “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations” (1994), and Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency” (2000). These procedures along with the complaint form are posted on the CON website in both English and Spanish.

An individual who believes he or she has been discriminated against on the basis of race, color, or national origin may file a complaint within 180 days of the alleged incident. Once CON receives the written complaint, the office has ten (10) working days to acknowledge receipt, and fifteen (15) days to determine whether the complaint warrants a Title VI investigation. Once a decision is made, CON has five (5) days to notify the complainant in writing. All details of the Title VI complaint procedures and the Title VI complaint form are shown in Appendix B.

A complainant may also file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights at the following address: Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

C. Title VI Investigations, Complaints, or Lawsuits

CON maintains a log of Title VI investigations, complaints, or lawsuits. To date, none have been received.

D. Public Participation Plan

CON has a public participation process in place to ensure that all population groups, including minority and low-income populations, within the City of Norman are given opportunities to comment on transit-related activities. Targeted public participation efforts include minority populations, low-income populations, and persons with disabilities. This process has been added to CON’s Public Participation Plan and is shown in Appendix C.

This public participation process is used to keep customers and the Norman community informed about CON transit services and an opportunity to participate in planning transit changes.

E. Language Assistance Plan

CON completed a Limited English Proficiency (LEP) Four Factor Analysis to create its Language Assistance Plan. The Plan is included in Appendix D and summarized here. This plan will allow

CON to ensure that persons with limited English proficiency have access to our services and to public participation opportunities.

CON conducted an LEP analysis and identified one language group — Spanish speaking persons -- that exceeded the Safe Harbor Provision threshold set by FTA. The 2022 American Community Survey of the U.S. Census Bureau showed that of the 6,742 persons who speak Spanish at home, an estimated 1,696 speak English less than very well. The Census data also showed which census tracts in the City of Norman had the most concentration of individuals who speak Spanish at home and speak English less than “very well.” CON has three bus routes that serve these areas – 111-Lindsey East, 121-Westheimer Airport, and 122-12th NE/Rock Creek Rd.

Since this group exceeds the 1,000-person threshold, CON developed a language assistance plan to address these needs. CON will update its LEP analysis periodically to identify any other groups that may exceed this threshold in the future.

F. Membership of Non-Elected Committees and Councils

CON has no non-elected committees or councils that make transit planning decisions. All policy decisions for transit service are made by the City Council. Some items are discussed in the City of Norman Community Planning and Transportation Committee, however, that is a subcommittee of City Council and is made up of City Councilmembers.

G. Monitoring of Subrecipients

CON has no subrecipients; however, in the event that CON should have subrecipients, the following monitoring procedures would be used to comply with Title VI:

Grant Management:

- Ensure that agreements with subrecipients contain all required federal documents and clauses, including sample notices to the public informing them of their rights under Title VI, sample procedures on how to file a Title VI complaint, sample procedures for tracking and investigating Title VI complaints and information regarding expectations for notification from the subrecipient to CON when a Title VI complaint is received.
- Require that subrecipients provide CON with Federal Funding Accountability and Transparency Act (FFATA) information.
- Require that subrecipient provide a copy of its Title VI policy and plan, if required.
- Maintain copies of CON’s agreement/contract with subrecipient, FFATA form, Title VI policy, and Title VI plan, if required in the official grant file.
- Require that subrecipient submit an annual copy of its A-133 audit report or other financial documentation as required.

Project Management:

- Maintain ongoing communication with subrecipient and manage subrecipient agreement/contract and approve invoices.
- Perform periodic unannounced inspections of the system routes and facilities
- Monitor subrecipient progress and report same on FTA quarterly milestone progress reports.
- Gather documents from subrecipients to ensure they are complying with Title VI, if applicable. Require subrecipient to submit copies of all complaints and review to ensure that all Title VI complaints are addressed properly.

H. Title VI Equity Analysis of Constructed Facilities

A Title VI Equity Analysis will be conducted for constructed facilities as applicable.

I. Documentation of Approval of Title VI Program

The governing body responsible for policy decisions for the City of Norman is the City Council. The 2024 Title VI Program for City of Norman Public Transportation has been reviewed and approved by the City Council as shown in Appendix E.

Section II: Standards and Policies for Fixed Route System-wide Service

A. Standards and Policies for Fixed Route System-wide Service

The following describes each mode of service and how service is distributed across the transit system. CON applies the same standards and policies for all of its service and does not discriminate on the basis of race, color, or national origin.

1. Vehicle Load

The average of all loads during peak operating periods should not exceed vehicle capacity. Please see vehicle capacities below.

Vehicle Type	Average Passenger Capacities		
	Seated	Standing	Total
26' Standard Minibus	19	9	28
29' Standard Minibus	22	15	37
30' Low Floor Bus	25	22	47
35' Low Floor Bus	33	19	52
40' Low Floor Bus	36	18	54

2. Vehicle Headways

CON operates Monday through Friday 7 am to 10 pm and on Saturday from 10 am to 7 pm. CON operates only within the City of Norman with the exception of the Limited Service route to the Social Security Office in Moore. CON maintains the same headways/frequency of service for the Hourly and Local service throughout the day. Limited service to the Social Security office is provided only two days a week to meet the limited demand for this service.

Service	Headway/Frequency (minutes)	Days of Service	Hours of Service/Day
<i>Weekday</i>			
Routes 110, 112, 121, 122	60	5	15
Route 111	30	5	15
Limited Service	2 days only	2	2
<i>Saturday</i>			
Routes 110, 112, 121, 122	60	1	9
Route 111	30	1	9

3. On-Time Performance

A vehicle is considered on time when it departs each bus stop no earlier than the scheduled time and no later than 5 minutes after the scheduled time. CON's goal for on-time performance is 75 percent or greater. CON uses AVL to continuously monitor on-time performance.

4. Service Availability

CON provides transit service within the urban core area of the City of Norman, generally bounded by 36th Avenue NW/SW, Tecumseh Road, 12th Avenue NE/SE, and Lindsey Street. Within this service area CON distributes transit service so that 75 percent of all residents are within ½ mile of fixed route bus service. Bus stops are evenly distributed along each bus route.

5. Distribution of Transit Amenities

Installation of benches, shelters, or other bus stop amenities are based on the number of passengers boarding a particular stop. Staff periodically reviews the locations of existing amenities to identify where new amenities are needed. Based on available funding, CON will prepare a plan to add improvements equitably among minority and non-minority populations.

6. Vehicle Assignment

CON does not assign vehicles to a particular route or type of service based on vehicle age or other factors. Vehicles are assigned to a particular route based on the vehicle capacity, ridership demand, and operating characteristics (such as tight turns).

Notifying the Public of Rights under Title VI

City of Norman (CON) Public Transportation

- The City of Norman operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. If you believe you have been wronged by any unlawful discriminatory practice under Title VI, you may file a written complaint with the City at City of Norman Title VI Officer, ATTN Public Works, P.O. Box 370, Norman, OK 73070.
- For more information on the City's Title VI complaints procedure and form, visit our website www.normanok.com.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights at the following address: Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- If you need information in another language, contact 405-217-7761.

Notificación al público sobre los derechos en virtud del Título VI

- La Ciudad de Norman administra sus programas y servicios sin distinción de raza, color ni nacionalidad conforme al Título VI de la Ley de Derechos Civiles. Si considera que ha sido perjudicado a causa de algún acto discriminatorio ilegal en virtud del Título VI, puede presentar una demanda por escrito ante la Ciudad enviándola a City of Norman Title VI Officer, ATTN Public Works, P.O. Box 370, Norman, OK 73070.
- Si desea obtener más información acerca del formulario y los procedimientos de demandas del Título VI de la COTPA, visite nuestro sitio web www.normanok.gov.
- Un demandante puede presentar una queja directamente ante la Administración Federal de Tránsito presentando una queja ante la Oficina de Derechos Civiles en la siguiente dirección: Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- Si desea obtener la información en otro idioma, llame al 405-217-7761.

City of Norman Title VI Complaint Procedures

The following procedures cover all complaints under Title VI of the Civil Rights Act of 1964, Executive Order 12898 “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations” (1994), and Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency” (2000), for alleged discrimination in any program or activity administered by the City of Norman.

The following measures will be taken to resolve Title VI complaints:

1. A formal complaint must be filed within 180 days of the alleged occurrence. The complainant or his/her representative shall complete and sign the City of Norman Title VI Complaint Form. A statement detailing the facts and circumstances of the alleged discrimination must accompany each complaint.
 - If a complainant is unable to provide a written statement, a verbal complaint of the alleged discrimination may be made to the City of Norman Title VI Coordinator who will interview the complainant and assist the complainant in converting the verbal allegations to writing.
2. Within ten (10) working days of receiving a complaint, the Title VI Coordinator will notify the complainant in writing that the complaint was received.
 - If a complaint is incomplete, the Title VI Coordinator will request that the complainant submit additional information within thirty (30) days. Failure to do so may be considered good cause for a determination of no investigative merit.
3. Within fifteen (15) working days from receipt of a complete complaint, the City of Norman Title VI Coordinator will determine whether the complaint has sufficient merit to warrant investigation as a Title VI complaint and within five (5) working days of this decision, City of Norman will notify the complainant in writing whether it will pursue a Title VI investigation.
 - If the decision is not to investigate as a Title VI complaint, the notification shall specifically state the reason for the decision.
4. If the complaint has investigative merit, a complete investigation will be conducted, and an investigative report will be completed within sixty (60) days from receipt of the complaint. The Title VI Coordinator shall send either a closure letter (summarizing the allegations and stating that there was not a Title VI violation and that the case will be closed) or a letter of finding (LOF) to the complainant that will include:
 - The report will include a narrative description of the incident, summaries of all persons interviewed, a finding with recommendations for remedial steps as appropriate and necessary. The remedial steps, if any, will be implemented as soon as practicable. The complainant will receive a copy of the final report together with any remedial steps.

Appendix B

- The complainant shall also be notified of his/her right to appeal the decision within 30 days after the date of the closure letter or LOF.
5. When City of Norman receives a written appeal of the Title VI complaint decision, an appeal hearing committee consisting of five (5) individuals will convene within 30 days of the receipt of the appeal. The hearing committee will consist of two (2) riders of the appropriate City of Norman service, one of which is disabled and one with no apparent disability; the City of Norman City Manager or his/her designee; the Director of the Public Works; and Legal Counsel for the City of Norman.
 - City of Norman will notify the appellant in writing of the date, time and location of the hearing utilizing U.S. Postal Service certified mail with return receipt of delivery required.
 6. The outcome of the appeal hearing will be mailed to the appellant via the U.S. Postal Service utilizing certified mail with return receipt of delivery required.

The Title VI Coordinator shall maintain a log of Title VI complaints received from this process. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken by City of Norman in response to the complaint. Should City of Norman receive a Title VI complaint in the form of a formal charge or lawsuit, City of Norman's legal counsel shall be responsible for the investigation and maintaining a log as described above.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights at the following address: Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

If you need information in another language, contact 405-217-7761.

Si desea obtener la información en otro idioma, llame al 405-217-7761.

Title VI Complaint Form City of Norman

City of Norman is committed to ensuring that no person is excluded from participation in or denied benefits of its services on the basis of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 days of the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require assistance in completing this form, please contact the Title VI Coordinator (405.217.7761). The completed complaint form must be signed and returned to: City of Norman, Transit - Title VI Coordinator, P.O. Box 370, Norman, OK 73070. City of Norman will send a written acknowledgement of the complaint within 10 working days.

Complainant Contact Information (Person Discriminated Against)				
Name:				
Mailing Address:				
City:			State:	Zip Code:
Day Phone:		Evening Phone:		
Email Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Person Discriminated Against (if someone other than complainant)				
Name				
Mailing Address:				
City:			State:	Zip Code:
Please identify your relationship to the person for whom you are complaining and explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No

Names and contact information of witnesses		
Witness 1:		Phone:
Mailing Address		Email Address:
City:	State:	Zip Code:
Witness 2:		Phone:
Mailing Address		Email Address:
City:	State:	Zip Code:
Have you previously filed a Title VI complaint with the City of Norman? (Circle one) Yes/No		
If yes, list the date(s) of any prior complaints.		
Did you file this complaint with another federal, state, or local agency? (Circle one) Yes/No		
If yes, list the name of the agency (agencies) and contact information.		
Agency:		Contact Person:
Mailing Address:		Phone:
City:	State:	Zip Code:
Agency:		Contact Person:
Mailing Address:		Phone:
City:	State:	Zip Code:
I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.		
Signature and date are required. Attach any documents that support your complaint.		
Complainant's Signature		Signature Date
Date City of Norman Received:		Date Received by Title VI Coordinator:
		Signature:

City of Norman Public Transit Public Participation Plan

Following are the official procedures for public participation requirements of the City of Norman. The public participation process is required in the event of a fare increase or a major cut in services. The public participation process is also important to keep customers and community residents informed about the City of Norman Public Transit service and transit-related planning. Section 1 describes the public hearing requirements. Section 2 describes the process for holding public hearings. Section 3 describes public outreach tools to engage minority, limited English proficient (LEP), and low-income populations.

Section 1 – Public Meeting Requirements

Public meetings will be required in each of the following circumstances:

- A fare increase is proposed.
- A system-wide cut of 10% or more in revenue hours is proposed.
- A proposed system-wide alteration of 10% or more in revenue hours which leaves an area no longer served or poorly served.
- A proposed route elimination or a cut of 25% in revenue hours on a route.
- A proposed cut of 25% or more of the service area of a route altering it in a way which leaves a population no longer or poorly served.

Section 2 – Public Meeting Process

Regulations governing public meetings:

- In the event of a fare increase or major service change, as described above, no fewer than two public meetings will be held regarding the proposed changes.
- The public is to be notified of pending public meetings no less than 15 days prior to the hearing, and public hearings are to be completed 15 days before a decision on service changes is made.
- Public notification is required through flyers on affected routes or system-wide in the case of a fare change and is required to be published as a legal notice in *The Norman Transcript*.
- Groups and/or organizations representing minority and low-income populations (Environmental Justice populations) will be identified and sent notices to ensure that minority and low-income populations receive notice of the public meeting and have an opportunity to voice their concerns.
- Likewise, staff will notify groups and/or organizations representing persons with limited English proficiency and send notices to these groups to ensure that persons with limited English proficiency receive notice of the public meeting and have an

Appendix C

- opportunity to voice their concerns.
- All public notices shall be published in both English and Spanish as described in the City of Norman’s Language Assistance Plan. Other languages will also be considered when the language groups reach the threshold set by FTA.
- Public meetings will allow time for City of Norman staff to explain the proposed changes and time for the public to ask questions and add comments. If time constraints do not allow all individuals present the opportunity to make comment, other means of addressing comments will be made available and announced at the meeting. Also, individuals who are unable to attend the public meetings will be given an opportunity to submit their comments in writing by postal mail, email, or through the City of Norman website. Individuals may also contact the City of Norman in person or by phone to submit comments. All comments received by the City of Norman within 24 hours following the final public meeting will be added to the official public comment record.
- Staff will document public comments and consider all comments when recommending final service changes to City Council.
- All public meetings to discuss public transit service will be held in an ADA accessible location, and the public meeting notice will give individuals an opportunity to request special accommodations, including a request for a sign interpreter. Persons requiring special accommodations for a disability must notify the City of Norman 48 hours ahead of the public meeting date.

Section 3 – Public Outreach Tools to Include Minority, Low-Income, LEP populations as well as persons with disabilities

The City of Norman has developed a set of public outreach tools designed to ensure public participation among all population groups while at the same time ensuring that the City of Norman complies with Title VI of the Civil Rights Act, Executive Order 12898, Executive Order 13166, the Americans with Disabilities Act (ADA), and other related regulations. The City of Norman will use these tools to improve public participation among City of Norman customers as well as other potential customers within the Norman community. Special attention will be given to ensure that the City of Norman engages persons from minority, low-income, LEP populations, as well as persons with disabilities.

Public Outreach Tools:

- City of Norman website and publications – Through its operator, EMBARK, the City of Norman maintains current information about its transit services at the following website (www.embarkok.com/norman). The City of Norman also maintains current information at its website www.normanok.gov.
- Social Media - In addition to the website, EMBARK and the City of Norman use social media to expand its outreach efforts and provide updates of activities and encourage public participation from riders and other interested individuals regarding the City of Norman’s service.

- Public Meetings -
 - **Public Meetings:** The City of Norman holds public meetings whenever there is a fare increase or major service change. The public is given an opportunity to request special accommodations for information to be provided in alternate formats. All notices of the public meetings are published in both English and Spanish in the local newspaper.
 - **City of Norman Community Planning and Transportation Committee (CPTC):** City of Norman Council holds a monthly CPTC meeting to discuss transportation related items. Staff present a report on transit ridership and other transit activities at this meeting. The CPTC is a subcommittee of Norman City Council, where items can be discussed before going before the full Council. All CPTC meetings are public meetings and can be attended by the community.
 - **City of Norman Citizens ADA Advisory Committee:** The City of Norman formed a Citizens ADA Advisory Committee to aid in informing and making recommendations to staff and Council regarding accessibility issues and improvements. All meetings are public meetings and can be attended by the community.
 - **Open Houses:** To receive community input on transit service, the City of Norman may hold open houses alone or in conjunction with other community planning events to share information about City of Norman service and to receive comments from the public on City of Norman service. These meetings are typically held using an open house forum to encourage more participation from the community.
- Meetings with Community Organizations - City of Norman will meet with various community organizations and groups periodically as specific needs arise to distribute transit-related information or to solicit comments regarding transit planning activities. These groups include United Way, Food and Shelter for Friends, Norman Housing Authority, Center for Children and Families, Inc., and others.
- Printed Notices - City of Norman routinely posts notices on its buses, at the City of Norman Transit Center, and in community buildings (libraries, City Hall, etc.) to keep its customers and the community informed of upcoming meetings and service changes.
- Customer Service Phone Line - City of Norman Action Center answers questions daily for our City of Norman customers and provides trip planning assistance as requested. In addition, City of Norman's contractor, EMBARK, also answers questions of customers through their customer service.
- ACOG's Public Participation Plan (PPP) - City of Norman is a member of the Association of Central Oklahoma Governments (ACOG), and ACOG's PPP includes City of Norman as well as other members of ACOG. City of Norman utilizes ACOG's PPP to supplement and strengthen its own Public Participation Plan. City of Norman keeps ACOG informed of its transit planning activities through the Transit Improvement Program (TIP). ACOG provides City of Norman additional tools to keep the community informed of transit planning efforts.

Non-Discrimination Policy

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

**City of Norman
Public Transportation
Limited English Proficiency Plan**

Introduction

This Limited English Proficiency (LEP) Plan has been prepared to address City of Norman (CON) responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964 and Federal Transit Administration Circular 4702.1B, dated October 1, 2012, which states that the level and quality of transportation service is provided without regard to race, color, or national origin.

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including the City of Norman (CON).

City of Norman (CON) has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with LEP who wish to access services provided. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

Appendix D

LEP Four Factor Analysis

To prepare this plan, City of Norman (CON) used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by City of Norman (CON) services.

To evaluate limited English proficiency in Norman, CON reviewed available American Community Survey (ACS) estimates provided by the U.S. Census Bureau for 2022. The ACS is the Census Bureau's Population Estimates Program that provides additional population statistics not readily available with the official decennial census counts. The table below shows a 2022 estimate of languages spoken at home in Norman for persons five years and older. Spanish is the most significant language other than English spoken at home in Norman, with 5.51 percent of persons five years and older speaking that language at home. The second highest is Chinese with 1.78 percent of persons five years and older speaking that language at home.

Of these languages below the three highest that speak English less than "very well" include Spanish, Chinese, and Laotian:

- Of the 6,742 speaking Spanish at home, an estimated 1,696 (1.39%) speak English less than "very well."
- Of the 2,177 speaking Chinese at home, an estimated 745 (0.61%) speak English less than "very well."

The data below was able to be mapped at the census tract level for those that speak Spanish at home and speak English less than "very well." Those census tracts that had 101 or more individuals that cannot speak English "very well" are currently served by routes 111-Lindsey East, 121-Alameda/E. Norman, and 122-12th NE.

Appendix D

LEP ASSESSMENT, American Community Survey (2018-2022), Norman, Oklahoma

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POP. 5 YEARS AND OVER

City of Norman, Oklahoma				
Language	Total	% of the Population	Speaks English Less than Very Well	% of LEP Individuals
Population 5 years and over	122,353			
Speak only English	108,541	88.71%		
Spanish	6,742	5.51%	1,696	1.39%
French, Haitian, or Cajun	385	0.31%	157	0.13%
German and West Germanic Languages	324	0.26%	40	0.03%
Russian and Slavic Languages	420	0.34%	21	0.02%
Other Indo-European Languages	1,160	0.95%	175	0.14%
Korean	204	0.17%	91	0.07%
Chinese	2,177	1.78%	745	0.61%
Vietnamese	239	0.20%	53	0.04%
Tagalog	86	0.07%	25	0.02%
Other Asian and Pacific Island Languages	1,201	0.98%	379	0.31%
Arabic	133	0.11%	41	0.03%
Other Unspecified Languages	741	0.61%	75	0.06%

2. The frequency with which LEP persons come into contact with City of Norman (CON) transit services.

LEP persons are persons identified as speaking English less than very well, not well, or not at all.

The summary below discusses the frequency with which City of Norman staff, and/or its contractor/lessee come into contact with LEP persons. It also provides information on the how staff is instructed to meet the needs of LEP persons. City of Norman staff persons are encouraged to use LEP resource materials to assist LEP persons.

- City of Norman staff could come into contact with LEP persons when they are requesting information regarding the service. This could be over the phone, through email, or in person visits.
- City of Norman's contractor could come into contact with LEP persons while operating the vehicles and providing the service.

3. The nature and importance of the program, activity, or services provided by City of Norman (CON) to people's lives.

Access to public transportation is an important service for all persons, including LEP persons, who

Appendix D

need transportation to carry out their day-to-day activities. CON's most critical services are its fixed route bus service and ADA paratransit service. CON's service ensures that all riders have transportation for their employment, education, health care, and personal needs.

It is important that language does not create a barrier in riding public transportation in the City of Norman. Critical information that CON provides which can affect access includes:

- Route and schedule information
- Fares
- System rules
- Information on how to ride CON
- Safety, security, and public service announcements
- Complaint/commendation forms and procedures
- Information about ADA paratransit services

4. The resources available to City of Norman (CON) for LEP outreach, as well as the costs associated with that outreach.

CON currently provides the following language assistance measures:

- CON's Title VI public notification is posted on all buses and printed in both English and Spanish.
- All manufacturer installed signage in Spanish in all buses purchased.
- Ensure that CON's staff and contractor receive training on Title VI and LEP principles.

The cost of these measures has been estimated to be less than \$500 annually.

Based on the Four Factor Analysis, our research shows that in the City of Norman (CON) service area, we exceed the minimum requirement of 5% or 1,000 individuals, whichever is less. Therefore, an LEP Plan is required. Listed below are the resources used to obtain this information.

Resources:

American Community Survey

<http://www.census.gov>

Appendix D

Improving Access for People with Limited English Proficiency (LEP)

Language Assistance Plan

City of Norman (CON) has approved the following implementation plan to meet the requirements of Title VI of the Civil Rights Act of 1964. With this plan, CON will work to improve access to its services for persons with limited English proficiency (LEP). The goal of this implementation plan is to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Task 1. Identifying LEP individuals who need language assistance.

The guideline for determining whether there is a significant number of LEP persons in a language group to warrant the need for translating vital written documents is 5% or 1,000 persons. Results of the four-factor analysis show that there is a significant number of Spanish speaking persons with limited English proficiency living in Norman. Of the city's population five years and older (122,353), a total of 3,498(2.86%) are persons with limited English proficiency. Spanish was the only group of LEP persons to meet the threshold at this time with 1,696 (1.39%).

In the future, if the City of Norman meets the threshold for any other language group, it will provide written translation of vital documents in such languages and consider measures needed for oral interpretation.

Task 2. Language assistance measures

At this time, Spanish is the only language required for the LEP Plan. The following resources will be used to provide language assistance:

Written Language:

- City staff that speak a foreign language and have signed up to be contacted if translation services are ever needed
- OU Department of Modern Languages, Literatures, and Linguistics.

Oral Language:

- City staff that speak a foreign language and have signed up to be contacted if translation services are ever needed
- OU Department of Modern Languages, Literatures, and Linguistics

Assistance for CON Administrative Staff. When CON receives a call or visit from a Spanish speaking customer with limited English proficiency, or another language, CON staff will contact another staff member that has signed up to provide translation services. If needed, the OU Departemnt of

Appendix D

Modern Languages, Literatures, and Linguistics will be contacted.

The contacts above will also assist in translating any Spanish written communication into English for CON staff and preparing translations of CON's response to the LEP person.

Assistance for CON Operators. When operating the bus and assisting riders with limited English proficiency, operators will use visual tools, such as maps and timetables, to help riders identify bus routes, bus stops, and bus schedules. Operators will also work with other riders who speak both English and the native language of LEP riders to answer specific questions about the CON service. For other translation assistance, operators will be encouraged to contact their supervisors.

Task 3. Training Staff

City of Norman transit employees are oriented on the principles of Title VI and the City of Norman's Language Assistance Plan. New employees will be provided guidance on the needs of clients served and how best to meet their needs. The City of Norman will ensure its contractor, as applicable, also educates its staff on Title VI requirements, and specifically LEP provisions.

If a driver, dispatcher or employee needs further assistance related to LEP individuals, they will work with the City of Norman's and/or our contractor's main point of contact to identify strategies to meet the language needs of the participants of the program or service.

As part of our ongoing meetings, the City of Norman will discuss with our transit contractor, as applicable, updates to the City of Norman's Language Assistance Plan.

Task 4. Providing Notice to LEP Persons

The City of Norman and our transit contractor do the following to inform LEP persons of the availability of language assistance services:

- Review outreach activities and the frequency of contact with LEP individuals to determine whether additional language assistance services are needed.
- Identify and reach out to bilingual speaking person(s) on staff to assist with the development of bilingual outreach materials and translation assistance.
- Look into the hiring of bilingual staff, as needed.
- Utilize Oklahoma Relay 7-1-1, the state of Oklahoma resource to assist with communication needs: www.oklahomarelay.com.

Task 5. Monitoring and Updating the LEP Plan

The City of Norman reviews its plan on an annual basis or more frequently as needed. The City of Norman will evaluate the information collected on encounters with LEP persons as well as public outreach efforts to determine if adjustments should be made to the delivering of programs and services to ensure meaningful access to minority and LEP persons.

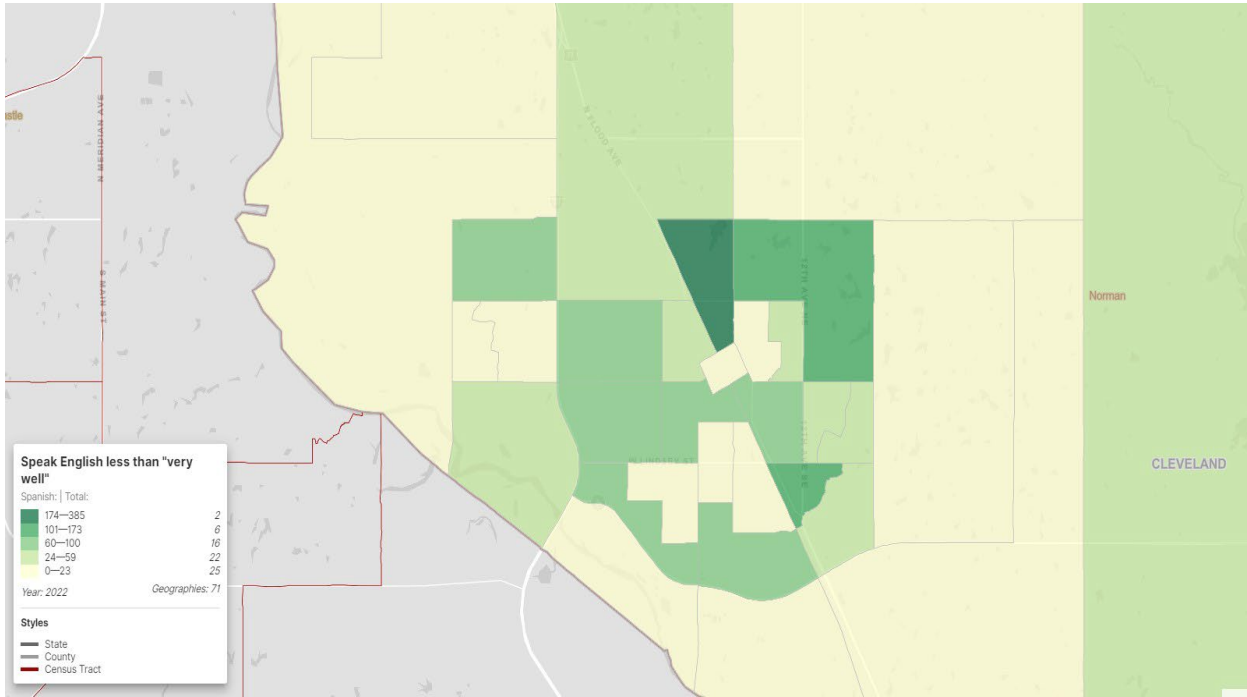
Appendix D

In addition, the City of Norman meets with our transit contractor on an annual basis to ensure that the Title VI requirements are met.

Appendix D

Attachment for Appendix D

Map of Spanish Spoken at Home by Ability to Speak English Less than Very Well
Population 5 Years and Over



APPENDIX E

R-2324-XX

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA, ADOPTING A PUBLIC TRANSPORTATION TITLE
VI PROGRAM OF THE 1964 CIVIL RIGHTS ACT.

- § 1. WHEREAS, the City of Norman is an active grantee/direct recipient of Federal transit funds; and
- § 2. WHEREAS, 49 CFR § 21.9(b) requires the City of Norman to have a Title VI Program in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et. seq.*; and
- § 3. WHEREAS, the City of Norman is required to submit its Title VI Program to the Federal Transit Administration (FTA) every three years; and
- § 4. WHEREAS, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance; and
- § 5. WHEREAS, the City of Norman’s Title VI Program includes public notice provisions, establishment of a complaint form and procedures, a public participation plan, a language assistance plan, and other general reporting requirements of the FTA as well and standards and policies for fixed route system-wide service.

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

- § 6. THAT the City of Norman hereby adopts Exhibit A, the City of Norman’s Public Transportation Title VI Program, including Appendices A, B, C, D, and E, attached hereto as Exhibit A and made a part hereof.

PASSED AND ADOPTED this 27th day of February, 2024.

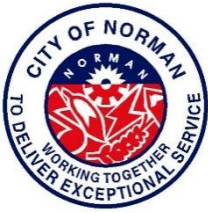
Mayor

ATTEST:

City Clerk

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-124: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,442.57 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-124: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,442.57 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

BACKGROUND:

Funding is required to repair City vehicles that are damaged in traffic collisions. To assist with this process, the City has contracted with Alternative Claims Management (ACM) to pursue reimbursement of damage costs from the other driver's insurance policy when the collision is the fault of the other driver.

ACM has remitted payment to the City in the amount of \$4,442.57. This item requests an appropriation of these funds to the Miscellaneous Services/Uninsured Losses account to pay for vehicle repairs.

DISCUSSION:

Insurance reimbursement has been received for the following incidents:

On November 28, 2022, a Norman Animal Welfare Division vehicle (Unit 982) was struck by another driver who improperly changed lanes. Safeco insurance determined their driver to be at fault and payment was collected by ACM and remitted to the City in the amount of \$2,033.75.

On July 14, 2022, a Norman Traffic Control Division vehicle (Unit 633) was struck by another driver who failed to yield to traffic from a Stop sign. Geico insurance determined their driver to be at fault and after the City received payment for damage costs, a Loss of Use payment was collected by ACM and remitted to the City in the amount of \$960.00.

On April 23, 2022, a Norman Police Department vehicle (Unit 1167) was struck by another driver who improperly changed lanes. Allstate insurance determined their driver to be at fault and after

the City received payment for damage costs, a final Loss of Use payment was collected by ACM and remitted to the City in the amount of \$848.82.

On April 29, 2023, a Norman Police Department vehicle (Unit 1195) was struck by another driver who failed to yield to traffic when he exited a gas station. Geico insurance determined their driver to be at fault and a Loss of Use payment was collected by ACM and remitted to the City in the amount of \$600.00.


The collections outlined above, totaling \$4,442.57, were received by the City and forwarded for deposit into the Refunds/Reimbursements Risk Management account on February 13, 2024.

RECOMMENDATION:

Staff recommends the approval of R-2324-124 for the appropriation of the above-referenced insurance reimbursement funds totaling \$4,442.57 from Refunds/Reimbursements Risk Management (Account 439-365264) to the Risk Management Fund, Miscellaneous Services – Uninsured Losses (43330104-44798) for the payment of repairs to City of Norman vehicles.



office memorandum

DATE: February 13, 2024
TO: Clint Mercer, Chief Accountant
FROM: Sarah Encinias, Legal Admin Tech 
SUBJECT: City of Norman Debt Recovery – Damage to Fleet Vehicles

The City of Norman has contracted with Alternative Claims Management (ACM) to provide damage recovery services for the City when a loss is caused by an at-fault party. At-fault parties are automobile drivers who are involved in a collision with a City vehicle and is found to be the cause, or at-fault, of the collision. ACM pursues payment from the at-fault party's insurance company and sends payment to the City.

Attached is check #26145 from ACM in the total amount of \$4,442.57. This payment represents damage reimbursement from insurance companies for the incidents described below.

Please advise if you need additional information regarding this payment.

Vehicle Unit	Date of Incident	Insured	Insurance	Payment Amount
982	11/28/2022	L. McJunkins	Safeco	\$ 2,033.75
633	07/14/2022	G. Swanson	Geico	\$ 960.00
1167	04/23/2022	T. Mauldin	Allstate	\$ 848.82
1195	04/29/2023	J. Kerr	Geico	\$ 600.00
			Total	\$ 4,442.57

Attachment

cc: Kevin Foster, Chief of Police
 Chad Vincent, Major, Community & Staff Services Bureau
 Lisa Tullius, Admin Tech III
 Scott Sturtz, Interim Director of Public Works
 David Riesland, Transportation Engineer
 Mike White, Fleet Program Manager
 Mark Delgado, Light Repair Supervisor
 Jennell James, Fleet Service Writer
 Barbara Andros, Revenue Collection Supervisor

Alternative Claims Management
16404 San Pedro Ave
San Antonio, Texas 78232
(210) 340-4400

THE FROST NATIONAL BANK
SAN ANTONIO, TEXAS
30-9/1140

Item 22.

02/01/2024

PAY TO THE ORDER OF Norman Police Department

\$ **4,442.57

Four thousand four hundred forty-two and 57/100***** DOLLARS

PROTECTED AGAINST FRAUD

Norman Police Department



MEMO

Alternative Claims Management

26145

02/01/2024

Norman Police Department

Date	Type	Reference	Original Amount	Balance Due	Payment
01/29/2024	Bill	C-20222	4,442.57	4,442.57	4,442.57
		Check Amount			4,442.57

4,442.57

Alternative Claims Management

26145

02/01/2024

Norman Police Department

Date	Type	Reference	Original Amount	Balance Due	Payment
01/29/2024	Bill	C-20222	4,442.57	4,442.57	4,442.57
		Check Amount			4,442.57

4,442.57

PAYMENT RECORD



105151

591

Details on Back Intuitive CheckLock™ Secure Check

R-2324-124

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,442.57 FROM THE REFUNDS / REIMBURSEMENTS RISK MANAGEMENT ACCOUNT TO PAY FOR REPAIRS TO CITY OF NORMAN VEHICLES DAMAGED BY OTHER DRIVERS.

- § 1. WHEREAS, Alternative Claims Management (ACM) assists the City of Norman to collect insurance funds when a City vehicle is damaged by another driver during an auto collision; and
- § 2. WHEREAS, ACM has remitted payment to the City in the amount of \$4,442.57 representing funds received from insurance. These funds were forwarded for deposit into the City’s Refunds/Reimbursements Miscellaneous Risk Management Account on February 13, 2024; and
- § 3. WHEREAS, these funds should be appropriated to the City vehicle repairs account so repairs can be made;

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

§ 4. THAT the following appropriation be made as follows:

Account Name	Losing Account	Gaining Account	Amount
Misc. Serv. – Uninsured Losses	439-365264	43330104-44798	\$4,442.57

PASSED AND ADOPTED this 27th day of February, 2024.

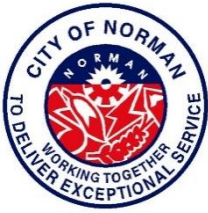
Mayor

ATTEST:

City Clerk

File Attachments for Item:

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-127: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA SUPPORTING THE ABSENTEE SHAWNEE TRIBE'S PURSUIT OF TRIBAL TRANSPORTATION PROGRAM BRIDGE FUNDS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-127: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA SUPPORTING THE ABSENTEE SHAWNEE TRIBE'S PURSUIT OF TRIBAL TRANSPORTATION PROGRAM BRIDGE FUNDS.

BACKGROUND:

The Absentee Shawnee Tribe (AST) is working with Cross Timbers Consulting, LLC, (Cross Timbers) to prepare a grant application for funding through the Tribal Transportation Program Bridge Funds. The AST reached out to the City of Norman about the potential to collaborate on a bridge program using available tribal bridge funding sources following the highly successful 2023 Tribal Transportation Program Safety Funds. In numerous meetings with Staff, the AST and Cross Timbers has proposed a program where they would submit two applications. One would be for a large bridge on Porter Avenue north of Tecumseh Road. The second would be a series of smaller bridges at various locations. The nature of the Tribal Transportation Program Bridge Funds is that the grant will pay design and/or construction depending on what may be needed at each specific bridge. The various location bridges will be comprised of either yellow or orange locations on the attached list.

DISCUSSION:

Over the course of the past few months, Staff has been working with AST and Cross Timbers sharing information about potential bridge projects. Staff fully supports the decision of AST and Cross Timbers to proceed with two applications for bridge funding. One would be for a large bridge on Porter Avenue north of Tecumseh Road, and the other would be for a series of smaller bridges at various locations. It is important to note that all bridges that will be a part of these two applications are currently on the AST system of routes.

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2324-127 supporting the Absentee Shawnee Tribe pursuit of Tribal Transportation Program Bridge Funds with the United States Department of the Interior for the Porter Avenue Bridge north of Tecumseh Road as well as a number of smaller bridges at various locations.

R-2324-127

502A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA SUPPORTING THE ABSENTEE SHAWNEE TRIBE'S PURSUIT OF TRIBAL TRANSPORTATION PROGRAM BRIDGE FUNDS.

- § 1. WHEREAS, the Absentee Shawnee Tribe ("AST") maintains a federal Tribal Transportation Program (TTP) with the United States Department of the Interior.
- § 2. WHEREAS, through its TTP, the AST has opportunities to obtain Tribal Transportation Program Bridge Funds ("TTPBF"), which are to be used to improve bridges within the AST's National Tribal Transportation Facility Inventory ("NTTFI").
- § 3. WHEREAS, the AST, if awarded TTPBF funds, would work with the City of Norman regarding the design and construction of bridge improvements at specific locations within the City of Norman.
- § 4. WHEREAS, the AST has proposed bridge improvements on Porter Avenue north of Tecumseh Road within Norman municipal limits. Improvements to this bridge will be in a separate application.
- § 5. WHEREAS, the AST has proposed bridge improvements to numerous smaller bridges also within Norman municipal limits. Improvements to these bridges will be in a separate application.

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

- § 6. The City of Norman supports the Absentee Shawnee Tribe in pursuit of the TTPBF for all of the bridges in the two applications.
- § 7. Should the Absentee Shawnee Tribe be awarded the funds for these bridge projects, the City of Norman will support the design and construction of the proposed improvements.

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

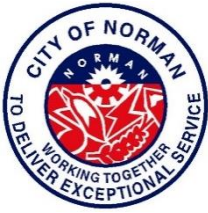
AST - City of Norman Bridges										
NTTFL RT	SECTION	NBI NUMBER	LOCAL ID	LENGTH	ITEM 58- DECK	ITEM 59 - SUPERSTRUCTURE	ITEM 60 - SUBSTRUCTURE	ITEM 62 - CULVERTS	BRIDGE CONDITION	COMMENTS
	8963	20	22300	2A	7	7	6		FAIR	
	8960	20	5274	5A	6	5	5		FAIR	FO/AR, ITEM 67-4, ITEM 68-3 INTOLERABLE, HIGH PRIORITY
	8971	120	19418	6A	NA	NA	NA		POOR	SD, 3 BARREL RCB
	8906	50	22642	8A	7	8	7		GOOD	
	8972	80	19348	10A	7	7	5		FAIR	AR
	8957	60	22313	11A	6	8	7		FAIR	
	8958	60	20794	12A	7	8	6		FAIR	
	8972	60	9991	13A	6	5	5		FAIR	FO/AR, LOAD RATED, ITEM 67-2, ITEM 68-3 INTOLERABLE, HIGH PRIORITY
	8959	40	22628	14A	7	8	7		GOOD	
	8959	60	167	15A	NA	NA	NA		FAIR	3 BARREL RCB
	8972	40	20609	16A	NA	NA	NA		FAIR	AR, ITEM 68-4, STEEL CULVERT
	9331	100	6106	21A	NA	5	5		FAIR	FO/AR, ITEM 68-2 INTOLERABLE, HIGH PRIORITY
	8957	40	9189	22A	6	4	4		POOR	SD
	8958	40	26487	24A	7	8	8		GOOD	
	8969	20	7175	36	NA	NA	NA		FAIR	ITEM 68-4, 3 BARREL RCB
	9331	40	21455	37	NA	NA	NA		FAIR	AR, ITEM 68-4, 5 BARREL RCB
	8957	20	20167	39	6	6	7		FAIR	
	8958	20	5645	40A	NA	NA	NA		GOOD	2 BARREL RCB
	9331	80	20014	41	NA	NA	NA		GOOD	AR, 2 BARREL RCB
	9331	60	19913	42	NA	NA	NA		FAIR	FO/AR, 2 BARREL RCB
	9331	20	10884	43	NA	NA	NA		GOOD	ITEM 68-4 MINIMUM TOLERABLE, 3 BARREL RCB
	8959	20	18802	52	NA	NA	NA		FAIR	FO, ITEM 68-2 INTOLERABLE, HIGH PRIORITY REPLACEMENT

YELLOW - QUALIFIES FOR REPLACEMENT

ORANGE - COULD MAKE A GOOD CASE FOR REPLACEMENT

File Attachments for Item:

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-128: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA FOR THE APPROPRIATION OF EXISTING SURETY DEFERRAL FUNDS IN THE AMOUNT OF \$74,702.20 FROM DEERFIELD ADDITION, SECTION 6, TO THE ROCK CREEK ROAD WIDENING PROJECT – QUEENSTON AVENUE TO 24TH AVENUE NE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/27/2024

REQUESTER: Tim Miles, Capital Projects Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-128: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA FOR THE APPROPRIATION OF EXISTING SURETY DEFERRAL FUNDS IN THE AMOUNT OF \$74,702.20 FROM DEERFIELD ADDITION, SECTION 6, TO THE ROCK CREEK ROAD WIDENING PROJECT – QUEENSTON AVENUE TO 24TH AVENUE NE.

BACKGROUND:

On August 10, 2004, City Council approved the revised preliminary plat for Deerfield Addition. On November 27, 2007, City Council approved the final plat for Deerfield Addition, Section 6. Filing of the final plat was subject to completion of public improvements and/or posting of a bond for public improvements.

On September 12, 2008, City Council accepted all public improvements for Deerfield Addition, Section 6. Part of that acceptance included a surety check in the amount of \$74,702.20 for deferral of paving and sidewalk improvements in connection with East Rock Creek Road, to be completed at a later date.

DISCUSSION:

The Rock Creek Road Widening – Queenston Avenue to 24th Avenue NE (Project BP0434) is included in the City's 2019 Transportation General Obligation Bond Program. This project will make the necessary sidewalk and paving improvements adjacent to the Deerfield Addition, Section 6, frontage on Rock Creek Road. As a result, the developer and City staff recommend that the \$74,702.20 in Deerfield Addition, Section 6 deferral funds be appropriated into Rock Creek Road Widening – Queenston Avenue to 24th Avenue NE, Pay-Go, Construction (Account 50594405-46101; Project TC0484) to be used for the upcoming roadway improvement project.

RECOMMENDATION:

Staff recommends the approval of Resolution R-2324-128 for the appropriation of \$74,702.20 in funds from Deposit-Site Improvement-Cash (Account 10-22411) to Rock Creek Road – Queenston Avenue to 24th Avenue NE Pay-Go, Construction (Account 50594405-46101; Project TC0484).

Resolution

R-2324-128

RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR THE APPROPRIATION OF EXISTING SURETY DEFERRAL FUNDS IN THE AMOUNT OF \$74,702.20 FROM DEERFIELD ADDITION, SECTION 6, TO THE ROCK CREEK ROAD WIDENING PROJECT – QUEENSTON AVENUE TO 24TH AVENUE NE.

- § 1. WHEREAS, on November 27, 2007 Council approved the final plat for Deerfield Addition, Section 6; and
- § 2. WHEREAS, on September 12, 2008, City Council accepted all public improvements for Deerfield Addition, Section 6 and part of that acceptance included a surety check in the amount of \$74,702.20 for deferral of paving and sidewalk improvements in connection with East Rock Creek Road, to be completed at a later date; and
- § 3. WHEREAS, the Rock Creek Road Widening – Queenston Avenue to 24th Avenue NE (Project BP0434) is included in the City’s 2019 Transportation General Obligation Bond Program. This project will make the necessary sidewalk and paving improvements adjacent to the Deerfield Addition, Section 6, and frontage on Rock Creek Road.
- § 4. WHEREAS, this project will make the necessary sidewalk and paving improvements adjacent to the Deerfield Addition, Section 6, and frontage on Rock Creek Road.

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

- § 5. That the following appropriation be made for reason stated above:

Losing Account	Gaining Account	Amount
Deposit-Site Improvement-Cash (10-22411)	Rock Creek Road – Queenston Avenue To 24 th Avenue NE Pay-Go, Construction 50594405-46101; Project TC0484)	\$74,702.20

PASSED AND ADOPTED this 23rd day of February, 2024.

Mayor

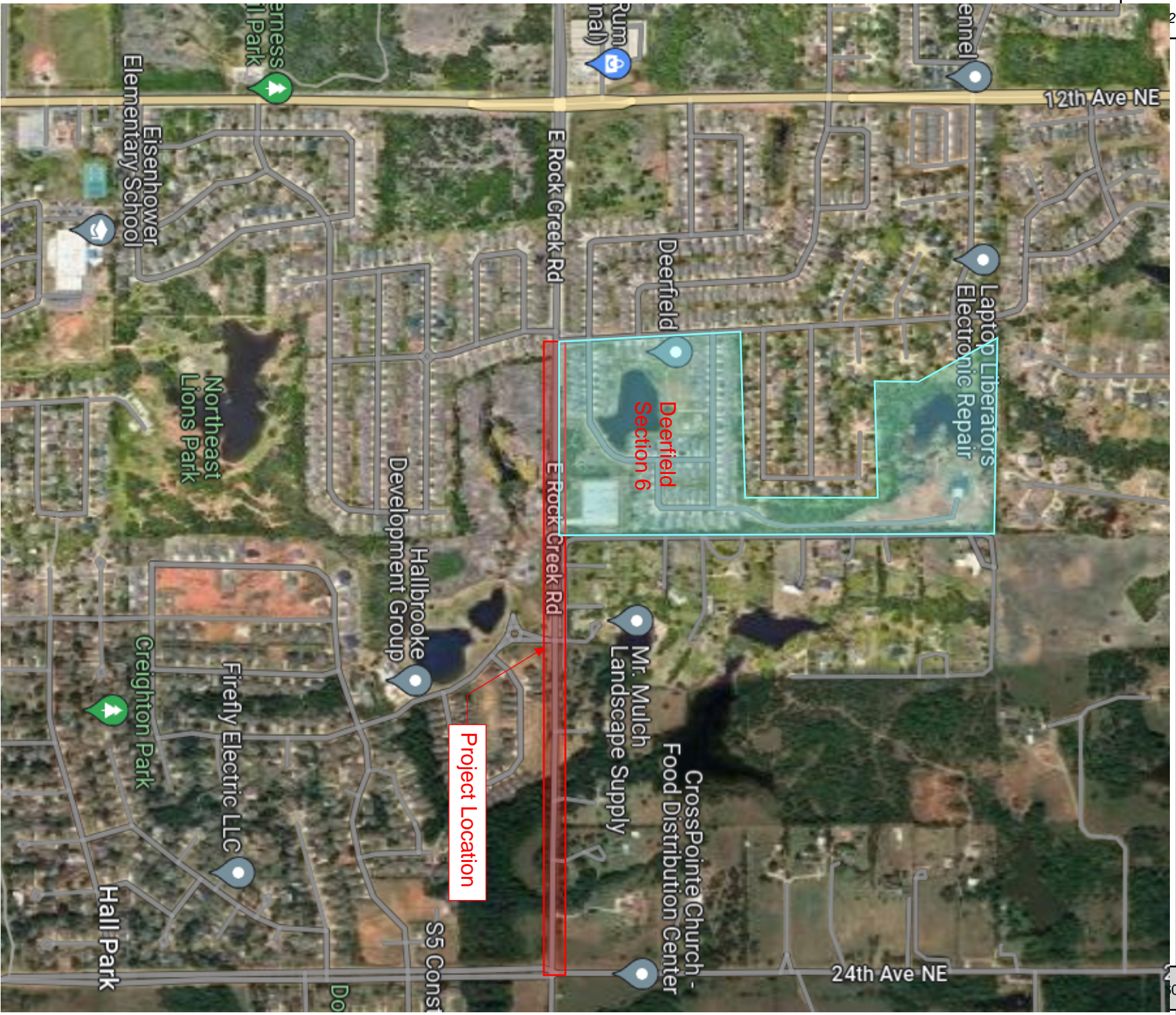
ATTEST:

City Clerk



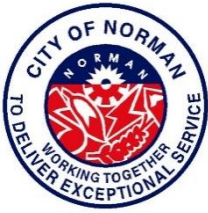


**BP0484 Rock Creek Road – Queenston Avenue
to 24th Avenue NW**



File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-125: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDUCTING AND CLOSING A PUBLIC HEARING TO DETERMINE THE APPROPRIATE ACTION FOR ABATEMENT OR CONDEMNATION OF 3104 WOODCREST CREEK DRIVE, NORMAN, OKLAHOMA, AS A PUBLIC NUISANCE; AND ORDER CITY SERVICES TO BE DISCONNECTED FOR A PERIOD OF SIX MONTHS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-125: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDUCTING AND CLOSING A PUBLIC HEARING TO DETERMINE THE APPROPRIATE ACTION FOR ABATEMENT OR CONDEMNATION OF 3104 WOODCREST CREEK DRIVE, NORMAN, OKLAHOMA, AS A PUBLIC NUISANCE; AND ORDER CITY SERVICES TO BE DISCONNECTED FOR A PERIOD OF SIX MONTHS.

BACKGROUND:

The single-family home at 3104 Woodcrest Creek Drive was purchased by Eric Scott Hudson on February 16, 2021 for \$188,000. There is a mortgage with Veterans United Home Loans in that amount and the property has a Tax-Exempt Financing Rider.

The property has been the source of over fifty (50) calls for service since March 2022 for criminal activity such as illegal drug use (namely methamphetamine and fentanyl), constant suspicious foot traffic, disturbances involving weapons, health and safety violations, erratic and violent behavior from individuals at the residence, shots fired, harassment, threats, suicide attempts, and a fentanyl overdose. The neighbors feel unsafe due to the criminal activity, disturbances and drug use at the residence and have established a Neighborhood Watch Group due to the illegal, threatening and harassing activity. Neighbors frequently report violent and erratic behavior of the people at this residence. Vineyard Park is across the street from the residence. Neighbors do not feel safe taking their children to the park due to the proximity of this house and the amount of drug paraphernalia (uncapped needles) found in the park.

The homeowner, Eric Scott Hudson, has a pending Cleveland County District Court case for maintaining a dwelling for the purpose of narcotics from September 20, 2023. He has convictions in 2023 in Norman Municipal Court for failure to have a short-term rental license, public nuisance, and a health code violation.

Daniel Owens, a resident of 3104 Woodcrest Creek, has a pending Cleveland County District Court case for Assault and Battery and Malicious Injury to Property from October 23, 2023, three disturbing the peace violations and various traffic violations in 2023 with Norman Municipal Court, an Officer Safety Alert due to confrontational behavior with police officers and wears body

armor and carries a retractable baton and pepper spray. Mr. Owens also operates a lawn care and bicycle repair business out of the residence.

A third resident, Roberta “Birdie” Wilson, was evicted from Grace Living Center due to possession of methamphetamine and marijuana in her room. An Adult Protective Service referral was made in September 2023.

In addition, approximately twenty (20) people known to be associated with 3104 Woodcrest Creek Drive, have charges in District Court (misdemeanors and felonies) for illegal drugs, paraphernalia, stealing packages from porches, false ownership (pawning stolen property), burglary, breaking/entering, forgery, domestic assault and battery, stolen vehicle, malicious injury to property, and other disturbances. Charges have also been filed in Norman Municipal Court for possession of marijuana, paraphernalia, molesting property, under the influence, petty larceny, public intoxication, trespassing and failure to appear. At least eight (8) defendants have active warrants with Norman Municipal Court.

DISCUSSION:

16-304 Public Nuisances authorizes the City Council to declare a property a “nuisance property” if certain conditions are met.

16-304(b) states as follows:

(b) The following specific acts, places, conditions and things are hereby declared to be nuisances:

(1) Operating/or allowing a nuisance property.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Nuisance property means a location zoned residential, where the occupants, invitees, owners or other persons utilize the property in a manner which shall annoy, injure, or endanger the safety, health, comfort, or repose of any considerable number of persons; shall offend the public decency; or shall in any way render any considerable number of persons insecure in life or in use of property.

In or on the premises of any dwelling means either within a dwelling or the area within the boundary lines of any real property of the same ownership on which such dwelling is located.

(b) A location shall be determined to be a nuisance property if, within a 365-day period, on three different dates, citations resulting in a plea of guilty or no contest, or result in a finding of guilty, for violations in at least two of the following: NCC chs. 2, 16, 20, 24, 32 and 36; or State law, affecting any considerable number of persons.

16-304(b)(1)(a)

The definition of nuisance property, found in 16-304(b)(1)(a), specifically addresses occupants and others who utilize the property in a manner which “*shall annoy, injure or endanger the safety, health, comfort or repose of any considerable number of persons; shall offend the public decency; or shall in any way render any considerable number of persons insecure in life or in use of property*”. The surrounding neighbors have expressed for almost two years they do not feel safe and are annoyed and frightened due to the aggressive behavior of the occupants of 3104 Woodcrest Creek Drive, the continual illegal drug use, and other threatening, criminal behavior. The Norman Police Department has responded over fifty (50) times and has documented the concerns and illegal activity in incident reports and criminal charges. A neighbor also expressed her concern at a recent City Council meeting.

16-304(b)(1)(b)

Eric Hudson was charged with a health violation (Chapter 16) on October 11, 2023, a nuisance violation (Chapter 16) on October 23, 2023, and failure to having a short term rental license (Chapter 20) on November 17, 2023. He pled no contest to all three violations on December 7, 2023. Although Daniel Owens has two disturbing the peace charges pending, he was charged with disturbing the peace (Chapter 24) on September 10, 2023, and entered a plea of no contest on October 3, 2023. These charges clearly meet the requirements of a nuisance property as stated in 16-304(b)(1)(b).

16-304(4)

16-304(4) authorizes the City to hold a public hearing to determine appropriate action for abatement or condemnation of the nuisance. Upon a majority vote by the City Council, City services to the location, including, but not limited to, water, may be ordered to be disconnected for a period not to exceed six months. During this disconnected period, the location and/or other structures shall be deemed uninhabitable. Uninhabitable is defined in 108.1.3 and states “*structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanity or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.*”

Notice

On February 16, 2024, Notice was sent to the owner at 3104 Woodcrest Creek Drive advising him a public hearing will be held on February 27, 2024, to determine the appropriate action for abatement or condemnation of the nuisance. A Notice was also posted in the yard at 3104 Woodcrest Creek Drive notifying the residents and surrounding neighbors of the February 27, 2024, public hearing. In addition, a Notice was sent to the owner’s mortgage holder, Mortgage Research Center, LLC dba Veterans United Home Loans.

RECOMMENDATION:

Staff recommends that the property at 3104 Woodcrest Creek Drive be declared a nuisance property and that Staff be ordered to disconnect the City water meter for a period of six (6)

months. During that period of time the house shall be deemed uninhabitable and any persons entering the structure will be subject to citations or arrest. This recommendation is based on the overwhelming, ongoing and escalating criminal activity at and around 3104 Woodcrest Creek Drive that has created a serious and negative impact on the surrounding neighborhood.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDUCTING AND CLOSING A PUBLIC HEARING TO DETERMINE THE APPROPRIATE ACTION FOR ABATEMENT OR CONDEMNATION OF 3104 WOODCREST CREEK DRIVE, NORMAN, OKLAHOMA, AS A PUBLIC NUISANCE; AND ORDER CITY SERVICES TO BE DISCONNECTED FOR A PERIOD OF SIX MONTHS.

- § 1. WHEREAS, 3104 Woodcrest Creek Drive, Norman, Oklahoma (the “Property”), was purchased by Eric Scott Hudson on February 16, 2021; and
- § 2. WHEREAS, the Property has been the source of over fifty (50) calls for service since March 2022 for criminal activity such as illegal drug use, constant suspicious foot traffic, disturbances, involving weapons, health and safety violations, erratic and violent behavior from individuals at the residence, shots fired, harassment, threats, suicide attempts, and a fentanyl overdose; and
- § 3. WHEREAS, neighbors feel unsafe due to the criminal activity, disturbances and drug use at the residence and do not feel safe taking their children to Vineyard Park due to the amount of drug paraphernalia found in the park; and
- § 4. WHEREAS, the homeowner, Eric Scott Hudson, was charged with three separate violations in 2023 and entered a plea of no contest to each on December 7, 2023; and Daniel Owens was charged with disturbing the peace in September 23, 2023, and entered a plea of no contest on October 3, 2023.
- § 5. WHEREAS, the City Code allows the Council to declare a property with these types of ongoing problems a nuisance property and disconnect City water services and declare the house uninhabitable for a period up to six months; and
- § 6. WHEREAS, formal Notice was given to the Property owner, Eric Scott Hudson, and the Property was posted advising the owner of the time, date and place on which he could appear and show cause why the Property should not be declared a nuisance and the water service disconnected.



R-2324-125

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

- § 7. THAT, the Property located at 3104 Woodcrest Creek Drive, Norman, Oklahoma, is declared to be a public nuisance; and
- § 8. THAT City services to 3104 Woodcrest Creek Drive, Norman, Oklahoma, be ordered to be removed and disconnected for a period of six months and the structure deemed uninhabitable.

PASSED AND ADOPTED this 23rd day of February, 2024.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

26. CONSIDERATION AND AWARDED OF THE BID FOR THE PURCHASE OF \$16,000,000 GENERAL OBLIGATION BONDS, SERIES 2024A OF THE CITY OF NORMAN, OKLAHOMA, AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance/NUA Treasurer

ITEM TITLE: CONSIDERATION AND AWARDED OF THE BID FOR THE PURCHASE OF \$16,000,000 GENERAL OBLIGATION BONDS, SERIES 2024A OF THE CITY OF NORMAN, OKLAHOMA, AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

BACKGROUND:

On October 10, 2023, the voters of Norman authorized the issuance of up to \$50,000,000 in General Obligation bonds (GO Bonds) for “constructing, reconstructing, repairing, improving and rehabilitating bridges in the city (including lighting, sidewalks/bike paths, landscaping, drainage improvements, driveway reconstruction and other related improvements)”. The authorized bonds were anticipated to be issued in phases, to coincide with the design and construction schedules for the bridge improvement projects.

Pursuant to the Oklahoma Bond Proceeds Act, the sale of General Obligation Bonds must be done competitively, using a set process that begins with an open solicitation for bidders through a Notice of Sale of the bonds and an award of the bid to the qualified bidder (firm) who proposes to purchase the bonds at the lowest True Interest Cost to the City (issuer).

On January 23, 2024 the Council approved Resolution R-2324-110, giving Notice of Sale and Setting a Sale Date of February 27, 2024 for the \$16,000,000 Series 2024A General Obligation Bonds (first issuance of the bridge reconstruction bonds authorized in 2023).

DISCUSSION:

Pursuant to procedures set out in the Oklahoma Statutes, public notice of the sale of the Series 2024A General Obligation Bonds was made in electronic financial media, the *Norman Transcript* and other publications. Bid packages were sent to qualified firms in Oklahoma and in the surrounding region. As noted in the Notice to Bidders, bids will be received on February 27, 2024 for the purchase of the Bonds, and the bidder with the lowest true interest cost is recommended to be approved to purchase the Bonds.

In order to comply with Statutory requirements for the sale of General Obligation bonds, to respond to constantly changing municipal bond market conditions, and to complete the bond sale in a timely fashion to continue to move the approved projects forward in the expeditious manner that is desired by the Council, the attached Ordinance is recommended to be approved on an emergency basis.

The Ordinance also authorizes the Mayor or Mayor Pro Tem and other City officials to execute relevant documents to complete the bond sale. These documents include, without limitation, the following:

Continuing Disclosure Agreement;

Arbitrage Certification;

Non-Litigation Certification;

Official Statement/Prospectus

The Council will receive a tabulation of the bids received and recommendations for the successful purchasers (underwriters) in advance of the February 27, 2024 Council meeting.

RECOMMENDATION:

It is recommended that the Ordinance be approved on an emergency basis and the Mayor or Mayor Pro Tem, City Clerk or Deputy City Clerk, City Manager, City Attorney and the Finance Director be authorized and empowered to execute the documents at the time of the closing of the sale, or as necessary.

MINUTES OF SALE OF 2024A BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE “CITY”) MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 201 WEST GRAY, NORMAN, OKLAHOMA, 73069, IN SAID CITY ON THE 27TH DAY OF FEBRUARY, 2024, AT 6:30 O’CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2024 having been given in writing to the City Clerk of said City at 3:21 o’clock p.m. on the 11th day of October, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o’clock __.m. on the ___ day of February, 2024, by posting on the City’s Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said City would offer for sale on this date and at this hour and at this place its \$16,000,000 of General Obligation Bonds, Series 2024A maturing \$840,000 on April 1, 2026, and \$840,000 annually each year thereafter until paid, except the final maturity shall be in the amount of \$880,000, the governing body proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the governing body:

Bidders	True Interest Cost	Net Interest Cost	Premium
	__%	\$__	\$__
	__%	\$__	\$__
	__%	\$__	\$__

The governing body required each bidder to submit with his bid a sum in cash or its equivalent, equal to two percent (2%) of his bid and, after due consideration of all bids received by the governing body, a motion was made by Councilmember _____ that the Bonds be awarded, sold and delivered to _____, upon fulfillment of the terms set out in said contract and bid for the purchase of said Bonds. Said motion was seconded by Councilmember _____ was adopted by the following vote:

AYE:

NAY:

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

I, the undersigned, the duly qualified and acting Clerk of The City of Norman, Oklahoma, hereby certify that the foregoing is a true and complete copy of the proceedings of the governing body of said City at the time bids were received for the sale of its General Obligation Bonds, Series 2024A taken at a regular meeting thereof duly held on the date therein set out, as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2024 having been given in writing to the City Clerk of said City at 3:21 o'clock p.m. on the 11th day of October, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of February, 2024, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty-four (24) hours prior to the meeting.

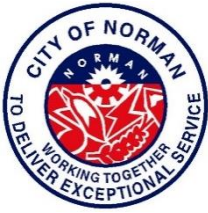
WITNESS my hand and seal this 27th day of February, 2024.

(SEAL)

City Clerk

File Attachments for Item:

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2324-44 UPON FIRST, SECOND AND FINAL READING: AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024A IN THE SUM OF \$16,000,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance/NUA Treasurer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2324-44 UPON FIRST, SECOND AND FINAL READING: AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024A IN THE SUM OF \$16,000,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY

BACKGROUND:

On October 10, 2023, the voters of Norman authorized the issuance of up to \$50,000,000 in General Obligation bonds (GO Bonds) for “constructing, reconstructing, repairing, improving and rehabilitating bridges in the city (including lighting, sidewalks/bike paths, landscaping, drainage improvements, driveway reconstruction and other related improvements)”. The authorized bonds were anticipated to be issued in phases, to coincide with the design and construction schedules for the bridge improvement projects.

Pursuant to the Oklahoma Bond Proceeds Act, the sale of General Obligation Bonds must be done competitively, using a set process that begins with an open solicitation for bidders through a Notice of Sale of the bonds and an award of the bid to the qualified bidder (firm) who proposes to purchase the bonds at the lowest True Interest Cost to the City (issuer).

On January 23, 2024 the Council approved Resolution R-2324-110, giving Notice of Sale and Setting a Sale Date of February 27, 2024 for the \$16,000,000 Series 2024A General Obligation Bonds (first issuance of the bridge reconstruction bonds authorized in 2023).

DISCUSSION:

Pursuant to procedures set out in the Oklahoma Statutes, public notice of the sale of the Series 2024A General Obligation Bonds was made in electronic financial media, the Norman Transcript and other publications. Bid packages were sent to qualified firms in Oklahoma and in the surrounding region. As noted in the Notice to Bidders, bids will be received on February 27, 2024 for the purchase of the Bonds, and the bidder with the lowest true interest cost is recommended to be approved to purchase the Bonds.

In order to comply with Statutory requirements for the sale of General Obligation bonds, to respond to constantly changing municipal bond market conditions, and to complete the bond sale in a timely fashion to continue to move the approved projects forward in the expeditious manner that is desired by the Council, the attached Ordinance is recommended to be approved on an emergency basis.

The Ordinance also authorizes the Mayor or Mayor Pro Tem and other City officials to execute relevant documents to complete the bond sale. These documents include, without limitation, the following:

Continuing Disclosure Agreement;

Arbitrage Certification;

Non-Litigation Certification;

Official Statement/Prospectus

The Council will receive a tabulation of the bids received and recommendations for the successful purchasers (underwriters) in advance of the February 27, 2024 Council meeting.

RECOMMENDATION:

It is recommended that the Ordinance be approved on an emergency basis and the Mayor or Mayor Pro Tem, City Clerk or Deputy City Clerk, City Manager, City Attorney and the Finance Director be authorized and empowered to execute the documents at the time of the closing of the sale, or as necessary.

ORDINANCE AUTHORIZING THE ISSUANCE OF 2024A BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 201 WEST GRAY, NORMAN, OKLAHOMA, 73069, IN SAID CITY ON THE 27TH DAY OF FEBRUARY, 2024, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2024 having been given in writing to the City Clerk of said City at 3:21 o'clock p.m. on the 11th day of October, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of February, 2024, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon the Mayor introduced an Ordinance, which was read by title by the Clerk or Deputy Clerk, and upon motion by Councilmember _____, seconded by Councilmember _____, said Ordinance was adopted by the following vote:

AYE:

NAY:

and upon motion by Councilmember _____, seconded by Councilmember _____, the question of the emergency was ruled upon separately and approved with the following vote:

AYE:

NAY:

Said Ordinance was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality and is as follows:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024A IN THE SUM OF \$16,000,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, on the 10th day of October, 2023, pursuant to notice duly given, an election was held in The City of Norman, Oklahoma (the “City”), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 1, the question of the issuance of the bonds of said municipality in the amount of \$50,000,000 for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating bridges in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements) (referred to herein as the “Bridge Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Cleveland County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered, qualified electors of said City 5,767 votes, of which 3,323 were in favor of and 2,444 were against the issuance of said Bridge Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 1 cast their ballots in favor of the issuance of said Bridge Bonds, as certified by the Cleveland County Election Board, and the issuance thereof has been duly authorized; and

WHEREAS, there is currently authorized, yet unissued, \$50,000,000 of Bridge Bonds (Proposition No. 1); and

WHEREAS, the City Council of said City pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, hereby deems it beneficial at the present time to sell and issue \$16,000,000 of said Bridge Bonds, and to offer all of said bonds for sale as a single issue of general obligation bonds.

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

Section 1. That pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, with respect to the October 10, 2023 election authorization, the \$16,000,000 Bridge Bonds are hereby ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate principal amount of Sixteen Million Dollars (\$16,000,000), which said Bonds shall be designated “General Obligation Bonds, Series 2024A”, shall be dated April 1, 2024, and become due and payable and bear interest from their date until paid as follows:

\$840,000	maturing on	April 1, 2026	at	___%
\$840,000	maturing on	April 1, 2027	at	___%
\$840,000	maturing on	April 1, 2028	at	___%
\$840,000	maturing on	April 1, 2029	at	___%
\$840,000	maturing on	April 1, 2030	at	___%
\$840,000	maturing on	April 1, 2031	at	___%
\$840,000	maturing on	April 1, 2032	at	___%
\$840,000	maturing on	April 1, 2033	at	___%
\$840,000	maturing on	April 1, 2034	at	___%
\$840,000	maturing on	April 1, 2035	at	___%
\$840,000	maturing on	April 1, 2036	at	___%
\$840,000	maturing on	April 1, 2037	at	___%
\$840,000	maturing on	April 1, 2038	at	___%
\$840,000	maturing on	April 1, 2039	at	___%
\$840,000	maturing on	April 1, 2040	at	___%
\$840,000	maturing on	April 1, 2041	at	___%
\$840,000	maturing on	April 1, 2042	at	___%
\$840,000	maturing on	April 1, 2043	at	___%
\$880,000	maturing on	April 1, 2044	at	___%

Interest shall be payable semi-annually on the 1st day of April and October of each year, commencing on April 1, 2025. The Bonds are issuable as registered Bonds in denominations of \$1,000.00 or any integral multiple thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

Section 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

[Remainder of Page Left Blank Intentionally]

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

THE CITY OF NORMAN, OKLAHOMA

GENERAL OBLIGATION BOND, SERIES 2024A

NO. _____ \$ _____

INTEREST RATE: _____% MATURITY DATE: April 1, 20__ DATED DATE: April 1, 2024 CUSIP: _____

KNOW ALL PEOPLE BY THESE PRESENTS: That The City of Norman, Oklahoma, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

_____ or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of April and October of each year, commencing on the 1st day of April, 2025.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Oklahoma City, Oklahoma (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent/Registrar.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, denomination, totaling the principal sum of Sixteen Million Dollars (\$16,000,000) and is issued for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating bridges in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements), under Section 27, Article X, of the Oklahoma Constitution and Statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

Optional Redemption. The Bonds maturing in the years 2026 through 2034, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing in the years 2035 and thereafter shall be subject to redemption at the option of the City Council, in whole or in part, on any date, but upon thirty (30) days' notice, on or after April 1, 2034, at a price of par plus accrued interest on the principal amount called for redemption to the date fixed for redemption. If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Paying

Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

In the event any of the Bonds or portions thereof (which shall be \$1,000.00 or multiples thereof) are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Paying Agent/Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar as the Registrar of the City on the Registration Record. This Bond shall be transferrable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing pursuant to the book-entry-only system or if no longer in effect by surrender of this Bond to the Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000.00 or any whole multiple thereof except one denomination may be in such amount as needed to complete the issue.

IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

[Remainder of Page Left Blank Intentionally]

Ordinance No. O-2324-__

IN WITNESS WHEREOF, said City has caused this Bond to be executed with the manual or facsimile signature of its Mayor, attested with the manual or facsimile signature of its Clerk, and sealed with a facsimile seal of the City the 1st day of April, 2024.

(SEAL)

Mayor

ATTEST:

City Clerk

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds of the issue described in the Transcript of Proceedings prepared for this Bond issue and is one of the General Obligation Bonds, Series 2024A of The City of Norman, Oklahoma.

Date of Registration
and Authentication

BOKF, NA, Oklahoma City, Oklahoma

Authorized Officer

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

We, the undersigned, District Attorney and County Clerk respectively, of said County, in said State, in which the within named City is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named City pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seals of said County this ____ day of _____, 2024.

County Clerk, Cleveland County, Oklahoma

District Attorney, Judicial District No. 21

(SEAL)

SECTION 3. That each of said Bonds shall be executed by manual or facsimile signature of the Mayor and have the facsimile corporate seal of said City imprinted thereon, and be attested by the Clerk of said City by manual or facsimile signature; that said officers be and are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City; have the same registered by the Treasurer, endorsed by the District Attorney and County Clerk and presented to the Attorney General, *Ex-Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue, for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purpose set out in the Bond in Section 2 hereof. The contracts attached hereto between the City and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent/Registrar, respectively, are hereby ratified and confirmed for fiscal year 2023/2024.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 5. The Paying Agent/ Registrar for all registered Bonds issued pursuant to this Ordinance shall be BOKF, NA, Oklahoma City, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be canceled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000.00 or any integral multiple thereof. The Registrar shall not be obligated to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2021, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2024, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said City, in addition to all other taxes, said sinking fund to be designated “General Obligation Bonds, Series 2024A Sinking Fund”. Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the Mayor and City Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor or Mayor Pro Tem is authorized to sign the Official Statement for and on behalf of the City.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Ordinance is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the Mayor and Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. “Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The City hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the City in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and

any notices of material events will be provided by the City to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System (“EMMA”) @ www.emma.msrb.org.

The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The Mayor, Mayor Pro Tem, City Manager, Treasurer, City Clerk, and Deputy City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, scope of services agreements for professional services associated with issuance of the Bonds, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

SECTION 10. That by reason of said City being without adequate streets, roads, and intersections, it is deemed and hereby declared necessary for the immediate preservation of peace, health, or safety that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED this 27th day of February, 2024.

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

I, the undersigned, the duly qualified and acting Clerk of The City of Norman, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of Bonds for the purpose therein set out, adopted by the governing body of said City and Transcript of Proceedings of said governing body had at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2024 having been given in writing to the City Clerk of said City at 3:21 o'clock p.m. on the 11th day of October, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at __ o'clock __.m. on the __ day of February, 2024, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty-four (24) hours prior to the meeting.

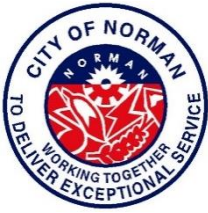
WITNESS my hand and seal this 27th day of February, 2024.

(SEAL)

City Clerk

File Attachments for Item:

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), AND THIRTY-EIGHT (38) OF THE STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (305 E. BOYD STREET)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/12/2023

REQUESTER: CCR Boyd, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), AND THIRTY-EIGHT (38) OF THE STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (305 E. BOYD STREET)

REQUEST SUMMARY/CCFBC EXCEPTIONS:

This is a request to rezone the area located at 305 E. Boyd Street, designated as Center City Form Based Code District, to a Center City Planned Unit Development (CCPUD), as outlined in Appendix B of the Center City Form-Based Code.

The proposal for this site is to construct seven (7) residential townhomes with each unit allowed a maximum of four (4) bedrooms for a total of twenty-eight (28) bedrooms for the site. Each three-story unit will have the living room and kitchen on the second floor with the first and the third floors each having two bedrooms. The three-story, seven-unit structure consists of a total area of 7,835 square feet, as illustrated on Exhibit B, Site Development Plan. Open space will be provided on the north side of the building and through front balconies of the individual units. A total of twenty-five (25) parking spaces on-site are provided as shown on the Site Plan. An additional three parking spaces will be provided off-site at 221 E. Boyd Street.

BACKGROUND:

This is a CCPUD application moving forward to Planning Commission and City Council to request an amendment to the recently adopted Center City Form Based Code (CCFBC); many may not be aware of the extent and process that went into the preparation and review of the CCFBC; below is an overview for those not familiar with the process.

City Council approved a Memorandum of Understanding (MOU) between the City of Norman and the University of Oklahoma (OU) on January 14, 2014. The MOU set forth the terms and conditions that would govern the development of a Center City Master Plan/Visioning Project and outlined the responsibilities of the City of Norman and the University of Oklahoma.

The Center City Form-Based Code, which is the outcome of this Project, was generated and recommended through a Steering Committee. In addition, there was an Executive Subcommittee of the Steering Committee which was comprised of one representative from the City of Norman, one representative from the University of Oklahoma, and one citizen chosen jointly by the City of Norman and the University of Oklahoma.

The City Council moved forward with this project in cooperation with the University of Oklahoma for many reasons. Some of the reasons were that the current zoning regulations were not adequately handling the growing, modern demand for infill development in Norman's Center City area; that there was significant community disagreement about market-driven proposals for infill development; that the professional charrette process was the best technique available to articulate community-supported vision; and that building community support for a vision followed by development of land use regulations that allows the achievement of the vision will provide both community and investors' confidence and certainty. The results of the Charrette process became the foundation for an illustrated, well-articulated, community-supported vision for the future of the Center City area, Center City Form Based Code (CCFBC).

ZONING DISTRICTS INCLUDED IN THIS DOCUMENT:

Urban General – The basic urban street frontage, once common across the United States. The purpose is to develop multi-story buildings placed directly at the sidewalk or behind small dooryards.

Urban Residential – Same as the Urban General except that the uses are limited to residential and related support services.

Urban Storefront – Represents the prototypical “main street” form with shopfronts along the sidewalk and a mix of uses above. A high level of pedestrian activity is anticipated. It is a subset of the Urban General frontage, with more specific requirements at the street level.

Detached – This frontage is represented by the traditional single-family house with small front, side and rear yards along tree-lined streets.

The CCFBC is composed of Building Form Standards and Public Space Standards mapped to a Regulating Plan.

Building Form Standards regulate simple things like: how far buildings are from sidewalks, how much window area at a minimum a building must have, how tall it is in relation to the width of the street, how accessible and welcoming front entrances are, and where a building's parking should be located. Building Form Standards require buildings to have windows and welcoming entries that contribute to life on the sidewalk and they require the placement of parking to the rear of buildings to ensure that it doesn't get between buildings and pedestrians. These standards require that buildings support and shape the public spaces of our city.

PARTICULARS OF THIS CCPUD:

The applicant is requesting this CCPUD in order to build a structure with seven residential townhomes as illustrated on the attached drawings. The applicant is able to comply with many of CCFBC requirements. However, to allow for more bedrooms per unit and other allowances noted below, the applicant is requesting the following modifications to the Center City Form Based Code, as follows:

1. Allow a maximum of four (4) bedrooms per unit.
2. Increase the allowed offset/recessed area only from the RBL from twenty-four inches (24") to a maximum of sixty inches (60") to allow for recessed door, stoops, balconies and entry doors.
3. Increase the allowable finished floor elevation from 14 inches (14") to twenty-four inches (24") to provide additional privacy.
4. Request to eliminate the fenestration requirements for the eastside building façade.
5. Remove the east side RBL.
6. Eliminate the requirement for Street Trees. The applicant is proposing additional landscaping behind the structures with amenities such as grills, picnic tables as well as a "dog park" area for tenants.
7. The applicant is proposing one bike rack per unit, for a total of seven (7) racks, whereas only three bike racks are required for the site.
8. A fire suppression system along with ten-foot (10') ceiling height on the ground story will be provided to allow future adaptability of the structure for commercial uses.

OTHER AGENCY COMMENTS:

PRE-DEVELOPMENT: There were not any attendees at the Pre-Development Meeting.

However, there were three attendees at the 221 E. Boyd Street that occurred immediately prior to this proposal's pre-development meeting. At that meeting, attendees asked questions pertaining to both requested CCPUDs. In particular, attendees wanted clarification on the number of units and bedrooms as well as the location of the dumpster. An attendee asked for the reason for the CCPUD request.

GREENBELT COMMISSION MEETING: No meeting was required for this application.

PARK BOARD: Parkland dedication is not required for this application.

PUBLIC WORKS: No Comments.

UTILITIES: The use of a dumpster will eliminate the numerous polycarts that would be required for service to this location. Recycling will be through regional recycling centers.

CONCLUSION: Staff forwards this request and Ordinance No. O-2324-17 to City Council for consideration.

At their October 12, 2023 meeting, Planning Commission recommended approval of Ordinance No. 2324-17 to City Council, by a vote of 4-2.

NOTE: Amendments from the October 12, 2023 Planning Commission meeting are as noted; To provide additional privacy for the residents, the applicant is proposing to increase the

finished floor elevation from fourteen (14") to twenty-four (24"). The applicant has agreed to meet the adopted RBL for this district. A fire suppression system along with ten-foot (10') ceiling height on the ground story will be provided to allow future adaptability of the structure for commercial uses.

O-2324-17

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), AND THIRTY-EIGHT (38) OF THE STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (305 E. Boyd Street)

- § 1. WHEREAS, CCR Boyd, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the CCFBC, Center City Form-Based Code, and placed in the CCPUD, Center City Planned Unit Development; 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 36-201 of Chapter 36 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the CCFBC, Center City Form-Based Code, and place the same in the CCPUD, Center City Planned Unit Development, to wit:

A tract of land being Lot Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), and Thirty Eight (38) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 38; Thence West a distance of 178.10 feet to the Southwest corner of said Lot 34; Thence North a distance of 139.95 feet to the Northwest corner of said Lot 34; Thence East a distance of 105.13 feet to the Northeast corner of said Lot 38; Thence South 27" 32' East a distance of 157.83 feet to the Point of Beginning;

Said parcel of land contains 0.454 Acres or 19,818 Sq. Ft., more or less.

Ordinance No. O-2324-17
Page 2

- § 5. Further, pursuant to the provisions of Section 36-540 Appendix B 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 CCPUD Narrative and the Site Development Plan, considered by the Planning Commission on October 12, 2023, and supporting documentation submitted by the applicant and reviewed by the Planning Commission, and made a part hereof.

- § 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 _____, 2024.

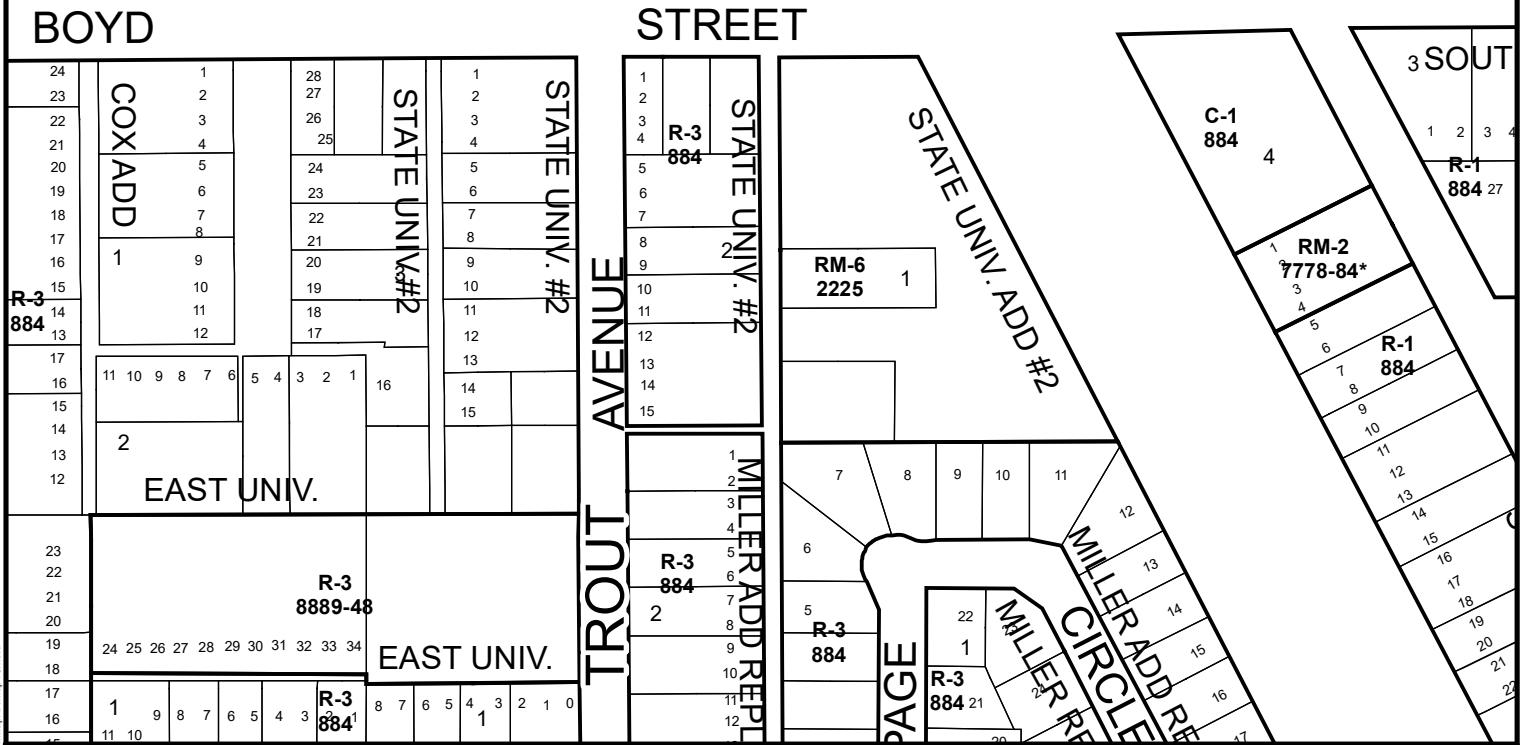
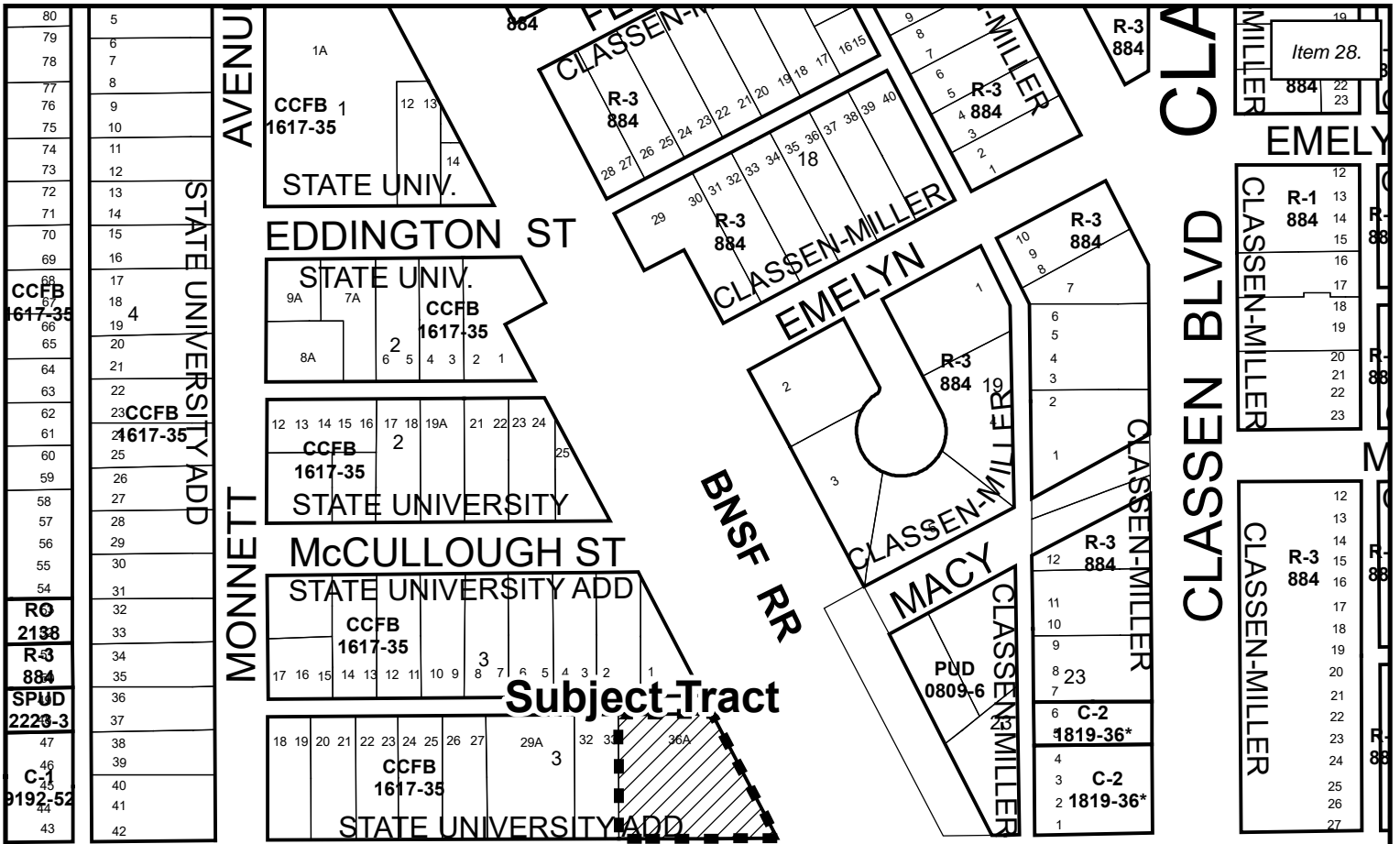
NOT ADOPTED this _____ day of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

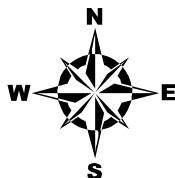
(City Clerk)



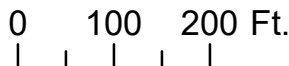
Location Map



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



September 6, 2023



Subject Tract

305 E Boyd St.

A Center City Planned Unit Development

Applicant: CCR Boyd, LLC

Application for:

Center City Planned Unit Development

Submitted September 1, 2023

Revised February 15, 2024

PREPARED BY:

RIEGER LAW GROUP PLLC

136 Thompson Drive

Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

- A. Background and Intent
- B. Development Team

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permissible Uses
- B. Development Criteria
- C. CCFBC Variances

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Exterior Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by CCR Boyd, LLC (the “Applicant”) for the property located at 305 E. Boyd St., Norman, Oklahoma, more particularly described on Exhibit A (the “Property”). The Property contains approximately 0.454 acres. This CCPUD is intended to put forth the parameters for the development of the Property to allow for the construction of a multi-family structure with up to seven (7) residential units with a maximum of four (4) bedrooms per unit. This CCPUD will allow for a relaxation of the CCFBC’s specific development and design criteria applicable to the Property in order to allow the Applicant to utilize the site for a higher density multifamily structure with leasable units which are needed close to the University of Oklahoma campus, while maintaining adequate pervious coverage and parking on the Property.

B. **Development Team.** The Applicant and owner of the Property is CCR Boyd, LLC. The architect for the project is Nathan Lofties, with Creative Home Designs.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. **Location.** The Property is an approximately 19,818 square foot parcel located North of E. Boyd St. and West of the railroad right-of-way. The specific location is illustrated on the Site Development Plan, attached hereto as Exhibit B.

B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District, Urban General BFS. The Property is currently vacant.

C. **Elevation and Topography.** The Property is essentially flat with little to no elevation change throughout.

D. **Drainage.** The Property is generally flat and drains to Boyd Street and the alleyway on the North.

E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures. Fire suppression systems, such as, by way of example, fire sprinklers and/or U305 fire rated walls, will be included on portions of the initial construction to permit possible commercial adaptability of the ground floor units. Additionally, the applicant has agreed to elevated ground floor ceilings to allow for future commercial adaptability of the ground floor, by providing adequate space for future commercial users to install additional fire

suppression materials, improvements, and systems to protect residential units on the upper floors from future commercial uses on the ground floor.

- G. **Traffic Circulation and Access.** Boyd Street is located on the South boundary of the Property and the public alleyway is located along the North boundary of the Property. Vehicle access is currently gained from an existing driveway off of Boyd Street, which will be removed under this CCPUD. The public sidewalk is located along Boyd Street. Traffic access and circulation will be allowed in the manner depicted on the Site Development Plan. The Property will be accessed from the alley.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to adjustments or modifications allowed pursuant to Appendix B, Section 520(F), Administration, of the CCFBC, as may be amended from time to time.

A. **Allowable Uses.**

A list of the allowable uses for the Property is attached hereto as **Exhibit C**.

B. **Development Criteria.**

1. **Siting.** The proposed Site Development Plan for the Property is concurrently submitted with this CCPUD as **Exhibit B** and shall be incorporated herein as an integral part of this CCPUD. The Property shall be developed in substantial conformance with the Site Development Plan, subject to adjustments or modifications allowed pursuant to Appendix B Section 520(F), Administration, of the CCFBC, as may be amended from time to time. The Required Building Line (“**RBL**”) along the Property’s Boyd Street frontage shall comply with the applicable provisions of the CCFBC for this Property, as may be amended from time to time. Due to the triangular shape of the Property and the lack of established street frontage adjacent to railroad right-of-way, the RBL along the Property’s Boyd Street frontage shall terminate at thirty feet (30’) from the southeast corner of the Property, as shown on the Site Development Plan, and there shall be no RBL along the east side of the Property.
2. **Building Height.** The buildings to be constructed on the Property are planned to be three (3) stories, as shown on the proposed elevations attached as **Exhibit D**. As shown on the proposed elevations, the finished floor height may be raised up to 24”. Additionally, the ground floor ceiling height shall be a minimum of ten (10’) feet to permit future commercial adaptability of the ground floor units.

- 3. Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. Exterior materials shall comply with the requirements of Section 402(J), Architectural Materials (exteriors), of the CCFBC, as may be amended from time to time. Fenestration is only required along Boyd Street frontage. Fenestration for Boyd Street frontage shall be a minimum of 33% on ground story and 20% for upper stories. To break down the scale of the buildings and provide a better pedestrian experience, the facades along Boyd Street will have at least two different materials, a ground story configuration different from the upper story and at least 2 different bay configurations. The Boyd Street RBL shall have an offset depth of a maximum of 60 inches behind the RBL to accommodate the proposed recessed doors and stoops.
- 4. Sanitation.** A trash dumpster will be utilized on the Property in the location indicated on the Site Development Plan. It is the intent that the dumpster will be shared with the development to be constructed at 221 E. Boyd.
- 5. Signage.** All signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter.
- 6. Traffic access and sidewalks.** Traffic circulation and access to the Property shall be allowed in the manner shown on the Site Development Plan. In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights shall not be required along the Property's Boyd Street frontage.
- 7. Lighting.** The project shall comply with the requirements of the CCFBC under Section 402(O), Lighting & Mechanical, as amended thereafter.
- 8. Open Space.** Open space will be located on the Property in the locations depicted on the attached Site Development Plan. Consistent with the Property's CCFBC designation of Urban General, the Property shall have a maximum of 85% impervious coverage. Open space areas are allowed to be located in noncontiguous areas on the Property.
- 9. Parking.** Parking is provided in the manner shown on the attached Site Development Plan. The Applicant will provide one parking space per bedroom, with the use of three (3) off-site parking spaces from 221 E. Boyd Street. One bike rack per unit will be provided as shown on the Site Development Plan.
- 10. Landscaping.** In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights will not be required for development of the Property under this CCPUD. Landscaping will be provided in substantial compliance with the Site Development Plan. Final landscaping types, quantities, and

locations may change during final design and construction. Any trees to be planted shall be of a species that is listed in Section 506 of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman Ordinance, or appropriate City of Norman staff member.

11. **Drainage.** The Property will meet or exceed all applicable drainage ordinances. Drainage will be directed into the existing storm sewer main on Boyd Street and to the alleyway on the north of the Property.
12. **Fencing.** Fencing with a maximum height of eight (8') feet is permissible but not required on the Property.

C. CCFBC Variances.

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the variances sought from the CCFBC follows:

1. **RBL Modification.** Due to the triangular shape of the Property and the lack of established street frontage adjacent to railroad right-of-way, there shall be no RBL along the east side of the Property.
2. **Four Bedrooms Per Unit.** Each unit is allowed to contain a maximum of four bedrooms as this is an area that is appropriate for added density. This CCPUD will allow for a development that can provide thoughtfully designed residential units closely located to the University of Oklahoma, which is much needed.
3. **Streetscape.** Street trees and streetlights will not be required on this Property. This will help keep the Boyd streetscape pedestrian friendly due to the proximity of the RBL to the right-of-way and the existence of driveways on other properties on this block. Bike racks will be installed on the Property.
4. **Open Space.** Open space areas are not required to be contiguous on the Property.
5. **Elements.** An additional 36 inches of offset from the Boyd Street RBL is being requested to allow the proposed recessed entries and covered stoops for a total maximum offset depth of five (5') feet. Additionally, the finished floor height may be raised up to 24".

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

LOT 36A
STATE UNIVERSITY ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA

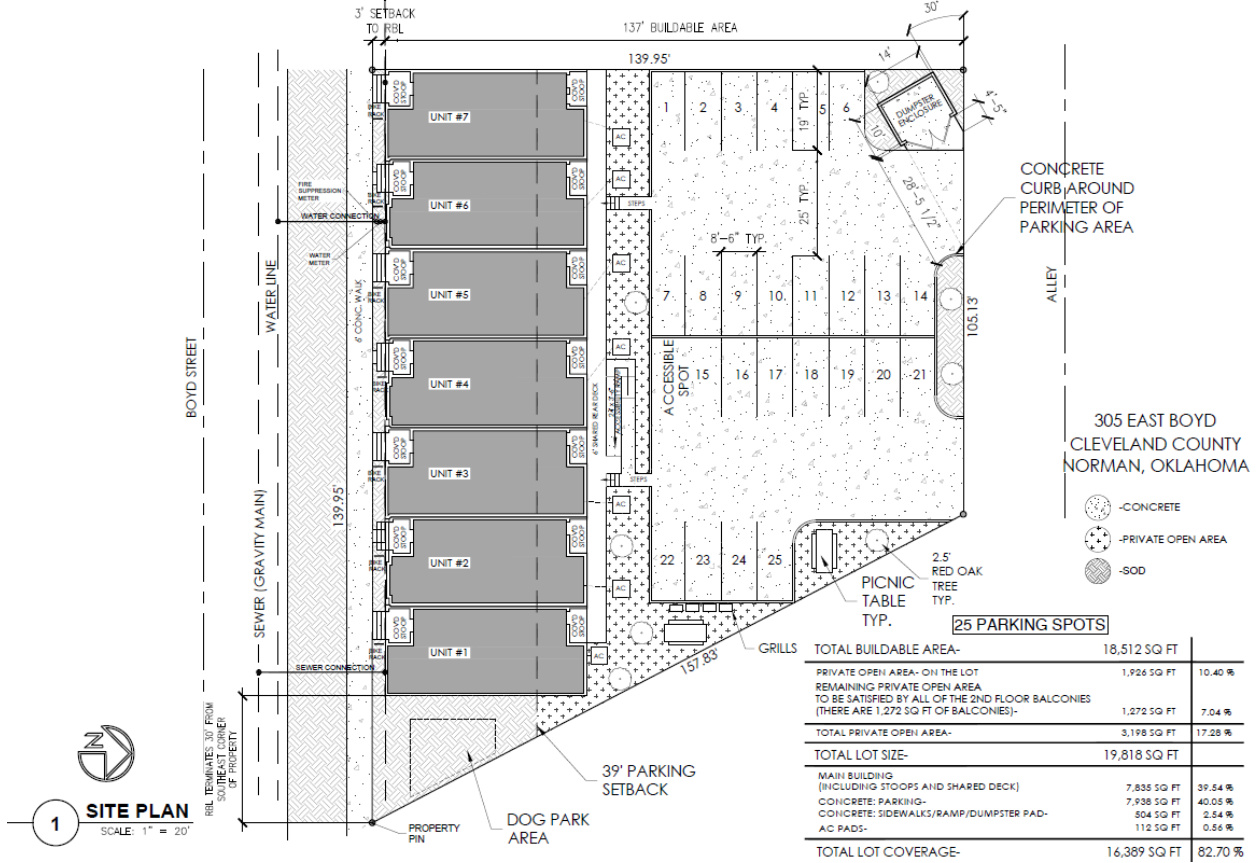
A tract of land being Lot Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), and Thirty Eight (38) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

*Beginning at the Southeast corner of said Lot 38;
Thence West a distance of 178.10 feet to the Southwest corner of said Lot 34;
Thence North a distance of 139.95 feet to the Northwest corner of said Lot 34;
Thence East a distance of 105.13 feet to the Northeast corner of said Lot 38;
Thence South 27° 32' East a distance of 157.83 feet to the Point of Beginning;*

Said parcel of land contains 0.454 Acres or 19,818 Sq. Ft., more or less.

EXHIBIT B

PROPOSED SITE DEVELOPMENT PLAN Full Size PDF Documents Submitted to City Staff



1 SITE PLAN
SCALE: 1" = 20'

EXHIBIT C ALLOWABLE USES

Allowable Uses:

Ground Story:

The Ground Story may house commerce, professional services or residential uses.

Upper Stories:

The Upper Stories may only house Residential or Commerce uses. No restaurant or retail sales uses shall be allowed in Upper Stories unless they are second story extensions equal to or less than the area of the Ground Story use. No commerce use, except for permitted rooftop restaurants, is permitted above a residential use. Additional habitable space is permitted within the roof where the roof is configured as an attic story.

Residential Dwelling Units:

The Property may contain seven (7) units with a maximum of four (4) bedrooms per unit, totaling twenty-eight (28) bedrooms on the Property.

Use Table

The use table included below, as may be amended from time to time, identifies the uses allowed within this CCPUD. References to Additional Regulations refer to provisions of the CCFBC (as such may be amended from time to time) and shall be applied to the Property if such use is requested on the Property, except that no additional regulations will be applied to any Residential Uses on the Property.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions		✓	Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

EXHIBIT D

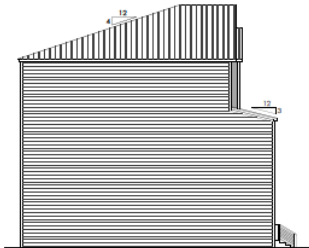
PROPOSED EXTERIOR ELEVATIONS
Full Size PDF Documents Submitted to City Staff



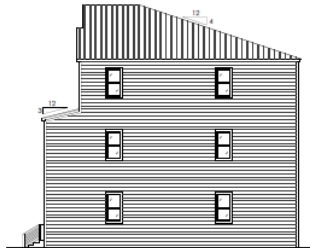
FRONT ELEVATION OF ENTIRE BUILDING
1/8"=1'-0"



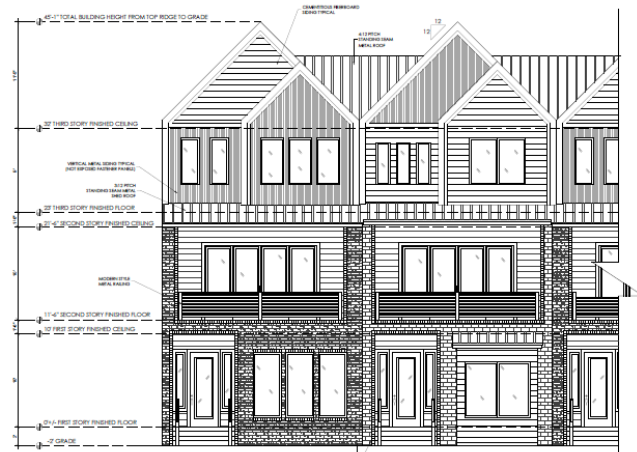
REAR ELEVATION OF ENTIRE BUILDING
1/8"=1'-0"



LEFT ELEVATION
1/8"=1'-0"



RIGHT ELEVATION
1/8"=1'-0"



UNIT #1	UNIT #2
GROUND STORY FENESTRATION: 40.57%	GROUND STORY FENESTRATION: 36.79%

TOTAL BUILDING FENESTRATION: 32.71%

FRONT ELEVATION OF TWO TYPICAL UNITS
1/4"=1'-0"

305 E Boyd St.

A Center City Planned Unit Development

Applicant: CCR Boyd, LLC

Application for:

Center City Planned Unit Development

Submitted September 1, 2023

Revised ~~September 27, 2023~~ [February 15, 2024](#)

PREPARED BY:

RIEGER LAW GROUP PLLC

136 Thompson Drive

Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

- A. Background and Intent
- B. Development Team

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permissible Uses
- B. Development Criteria
- C. CCFBC Variances

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Exterior Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by CCR Boyd, LLC (the “Applicant”) for the property located at 305 E. Boyd St., Norman, Oklahoma, more particularly described on Exhibit A (the “Property”). The Property contains approximately 0.454 acres. This CCPUD is intended to put forth the parameters for the development of the Property to allow for the construction of a multi-family structure with up to seven (7) residential units with a maximum of four (4) bedrooms per unit. This CCPUD will allow for a relaxation of the CCFBC’s specific development and design criteria applicable to the Property in order to allow the Applicant to utilize the site for a higher density multifamily structure with leasable units which are needed close to the University of Oklahoma campus, while maintaining adequate pervious coverage and parking on the Property.

B. **Development Team.** The Applicant and owner of the Property is CCR Boyd, LLC. The architect for the project is Nathan Lofties, with Creative Home Designs.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. **Location.** The Property is an approximately 19,818 square foot parcel located North of E. Boyd St. and West of the railroad right-of-way. The specific location is illustrated on the Site Development Plan, attached hereto as Exhibit B.

B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District, Urban General BFS. The Property is currently vacant.

C. **Elevation and Topography.** The Property is essentially flat with little to no elevation change throughout.

D. **Drainage.** The Property is generally flat and drains to Boyd Street and the alleyway on the North.

E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures. Fire suppression systems, such as, by way of example, fire sprinklers and/or U305 fire rated walls, will be included on portions of the initial construction to permit possible commercial adaptability of the ground floor units. Additionally, the applicant has agreed to elevated ground floor ceilings to allow for future commercial adaptability of the ground floor, by providing adequate space for future commercial users to install additional fire

[suppression materials, improvements, and systems to protect residential units on the upper floors from future commercial uses on the ground floor.](#)

- G. **Traffic Circulation and Access.** Boyd Street is located on the South boundary of the Property and the public alleyway is located along the North boundary of the Property. Vehicle access is currently gained from an existing driveway off of Boyd Street, which will be removed under this CCPUD. The public sidewalk is located along Boyd Street. Traffic access and circulation will be allowed in the manner depicted on the Site Development Plan. The Property will be accessed from the alley.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to adjustments or modifications allowed pursuant to Appendix B, Section 520(F), Administration, of the CCFBC, as may be amended from time to time.

A. Allowable Uses.

A list of the allowable uses for the Property is attached hereto as **Exhibit C**.

B. Development Criteria.

1. **Siting.** The proposed Site Development Plan for the Property is concurrently submitted with this CCPUD as **Exhibit B** and shall be incorporated herein as an integral part of this CCPUD. The Property shall be developed in substantial conformance with the Site Development Plan, subject to adjustments or modifications allowed pursuant to Appendix B Section 520(F), Administration, of the CCFBC, as may be amended from time to time. The Required Building Line (“RBL”) along the Property’s Boyd Street frontage shall ~~be six (6’) feet from comply with the front property line as shown on~~[applicable provisions of the attached Site Development Plan.CCFBC for this Property, as may be amended from time to time.](#) Due to the triangular shape of the Property and the lack of established street frontage adjacent to railroad right-of-way, the RBL along the Property’s Boyd Street frontage shall terminate at thirty feet (30’) from the southeast corner of the Property, as shown on the Site Development Plan, and there shall be no RBL along the east side of the Property.
2. **Building Height.** The buildings to be constructed on the Property are planned to be three (3) stories, as shown on the proposed elevations attached as **Exhibit D**. As shown on the proposed elevations, the finished floor height may be raised up to ~~36’-24”~~[. Additionally, the ground floor ceiling height shall be a minimum](#)

[of ten \(10'\) feet to permit future commercial adaptability of the ground floor units.](#)

3. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. Exterior materials shall comply with the requirements of Section 402(J), Architectural Materials (exteriors), of the CCFBC, as may be amended from time to time. Fenestration is only required along Boyd Street frontage. Fenestration for Boyd Street frontage shall be a minimum of 33% on ground story and 20% for upper stories. To break down the scale of the buildings and provide a better pedestrian experience, the facades along Boyd Street will have at least two different materials, a ground story configuration different from the upper story and at least 2 different bay configurations. The Boyd Street RBL shall have an offset depth of a maximum of 60 inches behind the RBL to accommodate the proposed recessed doors and stoops.
4. **Sanitation.** A trash dumpster will be utilized on the Property in the location indicated on the Site Development Plan. It is the intent that the dumpster will be shared with the development to be constructed at 221 E. Boyd.
5. **Signage.** All signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter.
6. **Traffic access and sidewalks.** Traffic circulation and access to the Property shall be allowed in the manner shown on the Site Development Plan. In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights shall not be required along the Property's Boyd Street frontage.
7. **Lighting.** The project shall comply with the requirements of the CCFBC under Section 402(O), Lighting & Mechanical, as amended thereafter.
8. **Open Space.** Open space will be located on the Property in the locations depicted on the attached Site Development Plan. Consistent with the Property's CCFBC designation of Urban General, the Property shall have a maximum of 85% impervious coverage. Open space areas are allowed to be located in noncontiguous areas on the Property.
9. **Parking.** Parking is provided in the manner shown on the attached Site Development Plan. The Applicant will provide one parking space per bedroom, with the use of three (3) off-site parking spaces from 221 E. Boyd Street. One bike rack per unit will be provided as shown on the Site Development Plan.

- 10. Landscaping.** In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights will not be required for development of the Property under this CCPUD. Landscaping will be provided in substantial compliance with the Site Development Plan. Final landscaping types, quantities, and locations may change during final design and construction. Any trees to be planted shall be of a species that is listed in Section 506 of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman Ordinance, or appropriate City of Norman staff member.
- 11. Drainage.** The Property will meet or exceed all applicable drainage ordinances. Drainage will be directed into the existing storm sewer main on Boyd Street and to the alleyway on the north of the Property.
- 12. Fencing.** Fencing with a maximum height of eight (8') feet is permissible but not required on the Property.

C. CCFBC Variances.

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the variances sought from the CCFBC follows:

1. **RBL Modification.** ~~The RBL has been modified to six (6') feet due to the presence of overhead powerlines and to provide the residents with additional privacy from the adjacent public right of way. The adjustment also ensures that front doors will not encroach within the public right of way. Additionally,~~ due to the triangular shape of the Property and the lack of established street frontage adjacent to railroad right-of-way, there shall be no RBL along the east side of the Property.
2. **Four Bedrooms Per Unit.** Each unit is allowed to contain a maximum of four bedrooms as this is an area that is appropriate for added density. This CCPUD will allow for a development that can provide thoughtfully designed residential units closely located to the University of Oklahoma, which is much needed.
3. **Streetscape.** Street trees and streetlights will not be required on this Property. This will help keep the Boyd streetscape pedestrian friendly due to the proximity of the RBL to the right-of-way and the existence of driveways on other properties on this block. Bike racks will be installed on the Property.
4. **Open Space.** Open space areas are not required to be contiguous on the Property.

5. **Elements.** An additional 36 inches of offset from the Boyd Street RBL is being requested to allow the proposed recessed entries and covered stoops for a total maximum offset depth of five (5') feet. [Additionally, the finished floor height may be raised up to 24"](#).

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****LEGAL DESCRIPTION**

LOT 36A
STATE UNIVERSITY ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA

A tract of land being Lot Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), and Thirty Eight (38) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

*Beginning at the Southeast corner of said Lot 38;
Thence West a distance of 178.10 feet to the Southwest corner of said Lot 34;
Thence North a distance of 139.95 feet to the Northwest corner of said Lot 34;
Thence East a distance of 105.13 feet to the Northeast corner of said Lot 38;
Thence South 27° 32' East a distance of 157.83 feet to the Point of Beginning;*

Said parcel of land contains 0.454 Acres or 19,818 Sq. Ft., more or less.

EXHIBIT B

PROPOSED SITE DEVELOPMENT PLAN

Full Size PDF Documents Submitted to City Staff

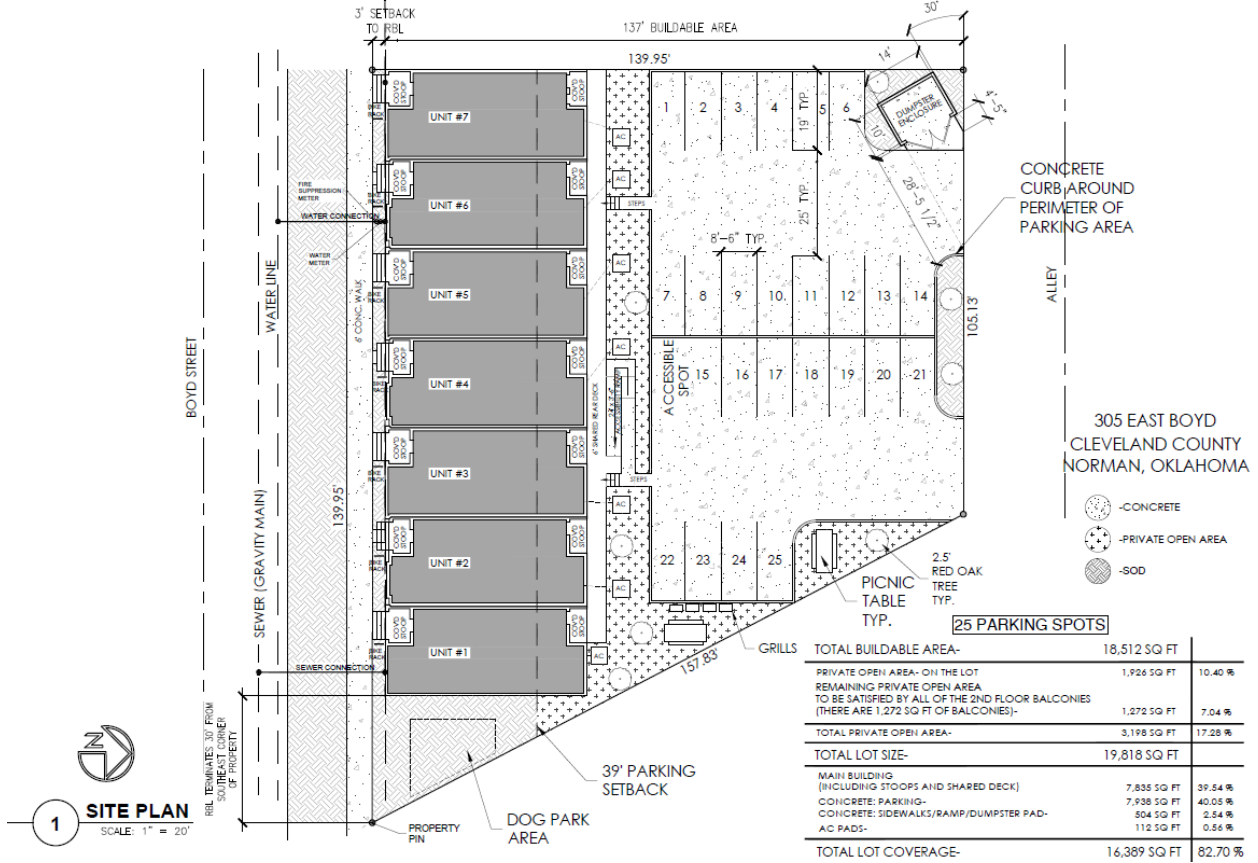


EXHIBIT C ALLOWABLE USES

Allowable Uses:

Ground Story:

The Ground Story may house commerce, professional services or residential uses.

Upper Stories:

The Upper Stories may only house Residential or Commerce uses. No restaurant or retail sales uses shall be allowed in Upper Stories unless they are second story extensions equal to or less than the area of the Ground Story use. No commerce use, except for permitted rooftop restaurants, is permitted above a residential use. Additional habitable space is permitted within the roof where the roof is configured as an attic story.

Residential Dwelling Units:

The Property may contain seven (7) units with a maximum of four (4) bedrooms per unit, totaling twenty-eight (28) bedrooms on the Property.

Use Table

The use table included below, as may be amended from time to time, identifies the uses allowed within this CCPUD. References to Additional Regulations refer to provisions of the CCFBC (as such may be amended from time to time) and shall be applied to the Property if such use is requested on the Property, except that no additional regulations will be applied to any Residential Uses on the Property.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions		✓	Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

305 E Boyd St.

A Center City Planned Unit Development

Applicant: CCR Boyd, LLC

Application for:

Center City Planned Unit Development

Submitted September 1, 2023

Revised ~~October 9~~December 7, 2023

PREPARED BY:

RIEGER LAW GROUP PLLC

136 Thompson Drive

Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

- A. Background and Intent
- B. Development Team

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permissible Uses
- B. Development Criteria
- C. CCFBC Variances

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Exterior Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by CCR Boyd, LLC (the “Applicant”) for the property located at 305 E. Boyd St., Norman, Oklahoma, more particularly described on **Exhibit A** (the “Property”). The Property contains approximately 0.454 acres. This CCPUD is intended to put forth the parameters for the development of the Property to allow for the construction of a multi-family structure with up to seven (7) residential units with a maximum of four (4) bedrooms per unit. This CCPUD will allow for a relaxation of the CCFBC’s specific development and design criteria applicable to the Property in order to allow the Applicant to utilize the site for a higher density multifamily structure with leasable units which are needed close to the University of Oklahoma campus, while maintaining adequate pervious coverage and parking on the Property.

B. **Development Team.** The Applicant and owner of the Property is CCR Boyd, LLC. The architect for the project is Nathan Lofties, with Creative Home Designs.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. **Location.** The Property is an approximately 19,818 square foot parcel located North of E. Boyd St. and West of the railroad right-of-way. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.
- B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District, Urban General BFS. The Property is currently vacant.
- C. **Elevation and Topography.** The Property is essentially flat with little to no elevation change throughout.
- D. **Drainage.** The Property is generally flat and drains to Boyd Street and the alleyway on the North.
- E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.
- F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures. [Fire suppression systems, such as, by way of example, fire sprinklers and/or U305 fire rated walls, will be included on portions of the initial construction to permit possible commercial adaptability of the ground floor units.](#)

- G. **Traffic Circulation and Access.** Boyd Street is located on the South boundary of the Property and the public alleyway is located along the North boundary of the Property. Vehicle access is currently gained from an existing driveway off of Boyd Street, which will be removed under this CCPUD. The public sidewalk is located along Boyd Street. Traffic access and circulation will be allowed in the manner depicted on the Site Development Plan. The Property will be accessed from the alley.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to adjustments or modifications allowed pursuant to Appendix B, Section 520(F), Administration, of the CCFBC, as may be amended from time to time.

A. Allowable Uses.

A list of the allowable uses for the Property is attached hereto as **Exhibit C**.

B. Development Criteria.

1. **Siting.** The proposed Site Development Plan for the Property is concurrently submitted with this CCPUD as **Exhibit B** and shall be incorporated herein as an integral part of this CCPUD. The Property shall be developed in substantial conformance with the Site Development Plan, subject to adjustments or modifications allowed pursuant to Appendix B Section 520(F), Administration, of the CCFBC, as may be amended from time to time. The Required Building Line (“RBL”) along the Property’s Boyd Street frontage shall comply with the applicable provisions of the CCFBC for this Property, as may be amended from time to time~~shall be six (6’) feet from the front property line as shown on the attached Site Development Plan.~~ Due to the triangular shape of the Property and the lack of established street frontage adjacent to railroad right-of-way, the RBL along the Property’s Boyd Street frontage shall terminate at thirty feet (30’) from the southeast corner of the Property, as shown on the Site Development Plan, and there shall be no RBL along the east side of the Property.
2. **Building Height.** The buildings to be constructed on the Property are planned to be three (3) stories, as shown on the proposed elevations attached as **Exhibit D**. As shown on the proposed elevations, the finished floor height may be raised up to ~~36~~24’. Additionally, the ground floor ceiling height may be up to ten (10’) feet to permit future commercial adaptability of the ground floor units.
3. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. Exterior materials shall comply with the

requirements of Section 402(J), Architectural Materials (exteriors), of the CCFBC, as may be amended from time to time. Fenestration is only required along Boyd Street frontage. Fenestration for Boyd Street frontage shall be a minimum of 33% on ground story and 20% for upper stories. To break down the scale of the buildings and provide a better pedestrian experience, the facades along Boyd Street will have at least two different materials, a ground story configuration different from the upper story and at least 2 different bay configurations. The Boyd Street RBL shall have an offset depth of a maximum of 60 inches behind the RBL to accommodate the proposed recessed doors and stoops.

4. **Sanitation.** A trash dumpster will be utilized on the Property in the location indicated on the Site Development Plan. It is the intent that the dumpster will be shared with the development to be constructed at 221 E. Boyd.
5. **Signage.** All signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter.
6. **Traffic access and sidewalks.** Traffic circulation and access to the Property shall be allowed in the manner shown on the Site Development Plan. In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights shall not be required along the Property's Boyd Street frontage.
7. **Lighting.** The project shall comply with the requirements of the CCFBC under Section 402(O), Lighting & Mechanical, as amended thereafter.
8. **Open Space.** Open space will be located on the Property in the locations depicted on the attached Site Development Plan. Consistent with the Property's CCFBC designation of Urban General, the Property shall have a maximum of 85% impervious coverage. Open space areas are allowed to be located in noncontiguous areas on the Property.
9. **Parking.** Parking is provided in the manner shown on the attached Site Development Plan. The Applicant will provide one parking space per bedroom, with the use of three (3) off-site parking spaces from 221 E. Boyd Street. One bike rack per unit will be provided as shown on the Site Development Plan.
10. **Landscaping.** In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights will not be required for development of the Property under this CCPUD. Landscaping will be provided in substantial compliance with the Site Development Plan. Final landscaping types, quantities, and locations may change during final design and construction. Any trees to be planted shall be of a species that is listed in Section 506 of the CCFBC, as

amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman Ordinance, or appropriate City of Norman staff member.

11. Drainage. The Property will meet or exceed all applicable drainage ordinances. Drainage will be directed into the existing storm sewer main on Boyd Street and to the alleyway on the north of the Property.

12. Fencing. Fencing with a maximum height of eight (8') feet is permissible but not required on the Property.

C. CCFBC Variances.

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the variances sought from the CCFBC follows:

1. **RBL Modification.** ~~The RBL has been modified to six (6') feet due to the presence of overhead powerlines and to provide the residents with additional privacy from the adjacent public right of way. The adjustment also ensures that front doors will not encroach within the public right of way. Additionally, d~~
Due to the triangular shape of the Property and the lack of established street frontage adjacent to railroad right-of-way, there shall be no RBL along the east side of the Property.
2. **Four Bedrooms Per Unit.** Each unit is allowed to contain a maximum of four bedrooms as this is an area that is appropriate for added density. This CCPUD will allow for a development that can provide thoughtfully designed residential units closely located to the University of Oklahoma, which is much needed.
3. **Streetscape.** Street trees and streetlights will not be required on this Property. This will help keep the Boyd streetscape pedestrian friendly due to the proximity of the RBL to the right-of-way and the existence of driveways on other properties on this block. Bike racks will be installed on the Property.
4. **Open Space.** Open space areas are not required to be contiguous on the Property.
5. **Elements.** An additional 36 inches of offset from the Boyd Street RBL is being requested to allow the proposed recessed entries and covered stoops for a total maximum offset depth of five (5') feet. Additionally, the finished floor height may be raised up to 24".

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****LEGAL DESCRIPTION**

LOT 36A
STATE UNIVERSITY ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA

A tract of land being Lot Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), and Thirty Eight (38) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 38;

Thence West a distance of 178.10 feet to the Southwest corner of said Lot 34;

Thence North a distance of 139.95 feet to the Northwest corner of said Lot 34;

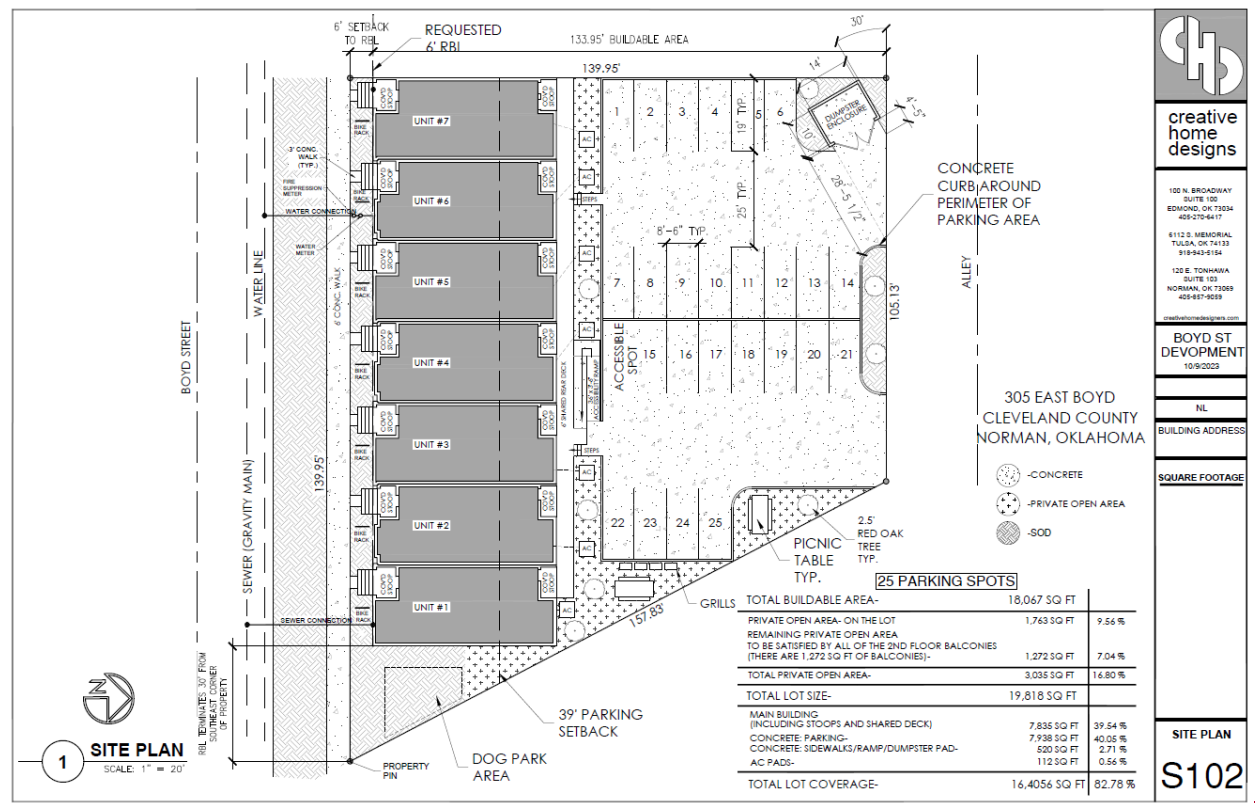
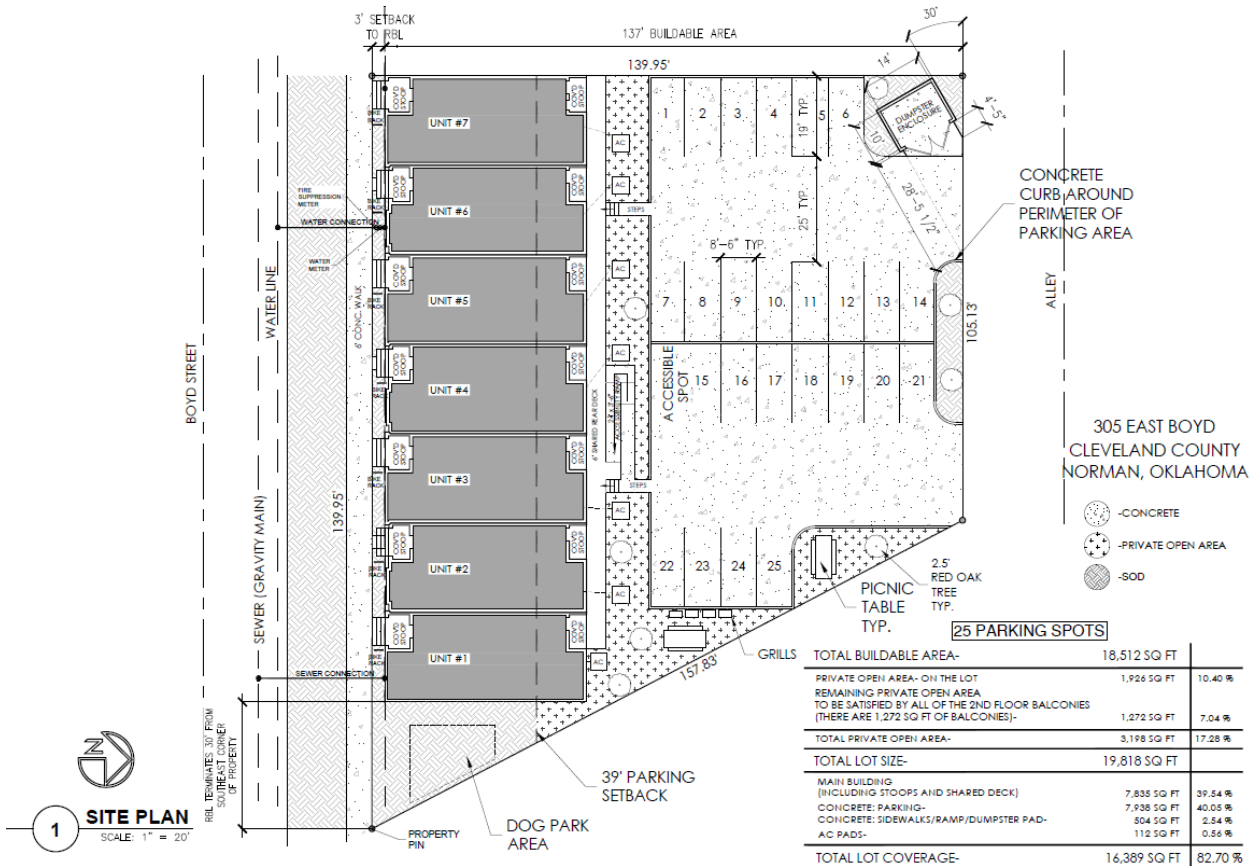
Thence East a distance of 105.13 feet to the Northeast corner of said Lot 38;

Thence South 27° 32' East a distance of 157.83 feet to the Point of Beginning;

Said parcel of land contains 0.454 Acres or 19,818 Sq. Ft., more or less.

EXHIBIT B

PROPOSED SITE DEVELOPMENT PLAN
Full Size PDF Documents Submitted to City Staff



CHD
creative home designs

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL
TULSA, OK 74133
918-940-6194

120 E. TONKAWA
SUITE 101
NORMAN, OK 73069
405-871-0018

info@creativehomedesign.com

BOYD ST DEVELOPMENT
10/9/2022

NL

BUILDING ADDRESS

SQUARE FOOTAGE

SITE PLAN

S102

EXHIBIT C **ALLOWABLE USES**

Allowable Uses:

Ground Story:

The Ground Story may house commerce, professional services or residential uses.

Upper Stories:

The Upper Stories may only house Residential or Commerce uses. No restaurant or retail sales uses shall be allowed in Upper Stories unless they are second story extensions equal to or less than the area of the Ground Story use. No commerce use, except for permitted rooftop restaurants, is permitted above a residential use. Additional habitable space is permitted within the roof where the roof is configured as an attic story.

Residential Dwelling Units:

The Property may contain seven (7) units with a maximum of four (4) bedrooms per unit, totaling twenty-eight (28) bedrooms on the Property.

Use Table

The use table included below, as may be amended from time to time, identifies the uses allowed within this CCPUD. References to Additional Regulations refer to provisions of the CCFBC (as such may be amended from time to time) and shall be applied to the Property if such use is requested on the Property, except that no additional regulations will be applied to any Residential Uses on the Property.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions		✓	Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

EXHIBIT D

PROPOSED EXTERIOR ELEVATIONS Full Size PDF Documents Submitted to City Staff



ORDINANCE NO. O-2324-17

ITEM NO. 7

STAFF REPORT

GENERAL INFORMATION

APPLICANT	CCR Boyd, L.L.C.
REQUESTED ACTION	Rezoning to CCPUD, Center City Planned Unit Development
EXISTING ZONING	Center City Form-Based Code, Urban General Frontage
SURROUNDING ZONING	North: CCFBC District, Urban Residential Frontage East: BNSF Railroad ROW South: University of Oklahoma West: CCFBC District, Urban General Frontage
LOCATION	305 E. Boyd Street
SIZE	0.454 acres, more or less
PURPOSE	Residential Townhomes
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Residential Apartments (under construction) East: BNSF Railroad ROW South: University of Oklahoma and Multi-Family Use West: Residential Duplex
LAND USE PLAN DESIGNATION	Low Density Residential

REQUEST SUMMARY/CCFBC EXCEPTIONS:

This is a request to rezone the area located at 305 E. Boyd Street, designated as Center City Form Based Code District, to a Center City Planned Unit Development (CCPUD), as outlined in Appendix B of the Center City Form-Based Code.

The proposal for this site is to construct seven (7) residential townhomes with each unit a maximum of four (4) bedrooms for a total of twenty-eight (28) bedrooms for the site. Each three-story unit will have the living room and kitchen on the second floor with the first and the third floors each having two bedrooms. To provide additional privacy for the residents, the applicant is proposing the following: move the Required Building (RBL) to six (6') feet behind the property line, increase the finished floor elevation to thirty-six inches (36"), and provide recessed doors, stoops and balconies. The three-story, seven-unit structure consists of a total area of 7,835 square feet, as illustrated on Exhibit B, Site Development Plan. Open space will be provided on the north side of the building and through front balconies of the individual units. A total of twenty-five (25) parking spaces on-site are provided as shown on the Site Plan. An additional three parking spaces will be provided off-site at 221 E. Boyd Street.

BACKGROUND:

This is a CCPUD application moving forward to Planning Commission and City Council to request an amendment to the recently adopted Center City Form Based Code (CCFBC); many may not be aware of the extent and process that went into the preparation and review of the CCFBC; below is an overview for those not familiar with the process.

City Council approved a Memorandum of Understanding (MOU) between the City of Norman and the University of Oklahoma (OU) on January 14, 2014. The MOU set forth the terms and conditions that would govern the development of a Center City Master Plan/Visioning Project and outlined the responsibilities of the City of Norman and the University of Oklahoma.

The Center City Form-Based Code, which is the outcome of this Project, was generated and recommended through a Steering Committee. In addition, there was an Executive Subcommittee of the Steering Committee which was comprised of one representative from the City of Norman, one representative from the University of Oklahoma, and one citizen chosen jointly by the City of Norman and the University of Oklahoma.

The City Council moved forward with this project in cooperation with the University of Oklahoma for many reasons. Some of the reasons were that the current zoning regulations were not adequately handling the growing, modern demand for infill development in Norman's Center City area; that there was significant community disagreement about market-driven proposals for infill development; that the professional charrette process was the best technique available to articulate community-supported vision; and that building community support for a vision followed by development of land use regulations that allows the achievement of the vision will provide both community and investors' confidence and certainty. The results of the Charrette process became the foundation for an illustrated, well-articulated, community-supported vision for the future of the Center City area, Center City Form Based Code (CCFBC).

ZONING DISTRICTS INCLUDED IN THIS DOCUMENT:

Urban General – The basic urban street frontage, once common across the United States. The purpose is to develop multi-story buildings placed directly at the sidewalk or behind small dooryards.

Urban Residential – Same as the Urban General except that the uses are limited to residential and related support services.

Urban Storefront – Represents the prototypical “main street” form with shopfronts along sidewalk and a mix of uses above. A high level of pedestrian activity is anticipated. It is a subset of the Urban General frontage, with more specific requirements at the street level.

Detached – This frontage is represented by the traditional single-family house with small front, side and rear yards along tree-lined streets.

The CCFBC is composed of Building Form Standards and Public Space Standards mapped to a Regulating Plan.

Building Form Standards regulate simple things like: how far buildings are from sidewalks, how much window area at a minimum a building must have, how tall it is in relation to the width of the street, how accessible and welcoming front entrances are, and where a building's parking should be located. Building Form Standards require buildings to have windows and welcoming entries that contribute to life on the sidewalk and they require the placement of parking to the rear of buildings to ensure that it doesn't get between buildings and pedestrians. These standards require that buildings support and shape the public spaces of our city.

PARTICULARS OF THIS CCPUD:

The applicant is requesting this CCPUD in order to build a structure with seven residential townhomes as illustrated on the attached drawings. The applicant is able to comply with many of CCFBC requirements. However, due to the applicant's desire to provide setback from Boyd Street and to allow for more bedrooms per unit, the applicant is requesting the following modifications to the Center City Form Based Code, as follows:

1. Move the Required Building Line (RBL) along Boyd Street from three feet (3') behind the property line to six feet (6') behind the property line. Staff would note that City Council adopted a new CCFBC Regulating Map on August 22, 2023 that moved the RBL from nine feet (9') to three feet (3'). This change became effective September 22, 2023. The applicant submitted for Planning Commission on September 1, 2023.
2. Allow a maximum of four (4) bedrooms per unit.
3. Increase the allowed offset from the RBL from twenty-four inches (24") to a maximum of sixty inches (60") to allow for recessed door, stoops, balconies and entry doors.
4. Request to eliminate the fenestration requirements for the eastside building façade.
5. Remove the east side RBL.
6. Eliminate the requirement for Street Trees. The applicant is proposing additional landscaping behind the structures with amenities such as grills, picnic tables as well as a “dog park” area for tenants.
7. The applicant is proposing one bike rack per unit, for a total of seven (7) racks, whereas only three bike racks are required for the site.

OTHER AGENCY COMMENTS:

PRE-DEVELOPMENT: There were not any attendees at the Pre-Development Meeting. However, there were three attendees at the 221 E. Boyd Street that occurred immediately prior to this proposal's pre-development meeting. At that meeting, attendees asked questions pertaining to both requested CCPUDs. In particular, attendees wanted clarification on the number of units and bedrooms as well as the location of the dumpster. An attendee asked for the reason for the CCPUD request.

GREENBELT COMMISSION MEETING: No meeting was required for this application.

PARK BOARD: Parkland dedication is not required for this application.

PUBLIC WORKS: No Comments.

UTILITIES: The use of a dumpster will eliminate the numerous polycarts that would be required for service to this location. Recycling will be through regional recycling centers.

CONCLUSION: Staff forwards this request and Ordinance No. O-2324-17 to Planning Commission for consideration and a recommendation to the City Council.

305 E Boyd St.

A Center City Planned Unit Development

Applicant: CCR Boyd, LLC

Application for:

Center City Planned Unit Development

Submitted September 1, 2023

Revised October 9, 2023

PREPARED BY:

RIEGER LAW GROUP PLLC

136 Thompson Drive

Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

- A. Background and Intent
- B. Development Team

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permissible Uses
- B. Development Criteria
- C. CCFBC Variances

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Exterior Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by CCR Boyd, LLC (the “Applicant”) for the property located at 305 E. Boyd St., Norman, Oklahoma, more particularly described on Exhibit A (the “Property”). The Property contains approximately 0.454 acres. This CCPUD is intended to put forth the parameters for the development of the Property to allow for the construction of a multi-family structure with up to seven (7) residential units with a maximum of four (4) bedrooms per unit. This CCPUD will allow for a relaxation of the CCFBC’s specific development and design criteria applicable to the Property in order to allow the Applicant to utilize the site for a higher density multifamily structure with leasable units which are needed close to the University of Oklahoma campus, while maintaining adequate pervious coverage and parking on the Property.

B. **Development Team.** The Applicant and owner of the Property is CCR Boyd, LLC. The architect for the project is Nathan Lofties, with Creative Home Designs.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. **Location.** The Property is an approximately 19,818 square foot parcel located North of E. Boyd St. and West of the railroad right-of-way. The specific location is illustrated on the Site Development Plan, attached hereto as Exhibit B.

B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District, Urban General BFS. The Property is currently vacant.

C. **Elevation and Topography.** The Property is essentially flat with little to no elevation change throughout.

D. **Drainage.** The Property is generally flat and drains to Boyd Street and the alleyway on the North.

E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures.

G. **Traffic Circulation and Access.** Boyd Street is located on the South boundary of the Property and the public alleyway is located along the North boundary of the Property. Vehicle access is currently gained from an existing driveway off of Boyd Street, which will be removed under this CCPUD. The public sidewalk is located

along Boyd Street. Traffic access and circulation will be allowed in the manner depicted on the Site Development Plan. The Property will be accessed from the alley.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to adjustments or modifications allowed pursuant to Appendix B, Section 520(F), Administration, of the CCFBC, as may be amended from time to time.

A. Allowable Uses.

A list of the allowable uses for the Property is attached hereto as Exhibit C.

B. Development Criteria.

1. **Siting.** The proposed Site Development Plan for the Property is concurrently submitted with this CCPUD as Exhibit B and shall be incorporated herein as an integral part of this CCPUD. The Property shall be developed in substantial conformance with the Site Development Plan, subject to adjustments or modifications allowed pursuant to Appendix B Section 520(F), Administration, of the CCFBC, as may be amended from time to time. The Required Building Line (“**RBL**”) along the Property’s Boyd Street frontage shall be six (6’) feet from the front property line as shown on the attached Site Development Plan. Due to the triangular shape of the Property and the lack of established street frontage adjacent to railroad right-of-way, the RBL along the Property’s Boyd Street frontage shall terminate at thirty feet (30’) from the southeast corner of the Property, as shown on the Site Development Plan, and there shall be no RBL along the east side of the Property.
2. **Building Height.** The buildings to be constructed on the Property are planned to be three (3) stories, as shown on the proposed elevations attached as Exhibit D. As shown on the proposed elevations, the finished floor height may be raised up to 36”.
3. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. Exterior materials shall comply with the requirements of Section 402(J), Architectural Materials (exteriors), of the CCFBC, as may be amended from time to time. Fenestration is only required along Boyd Street frontage. Fenestration for Boyd Street frontage shall be a minimum of 33% on ground story and 20% for upper stories. To break down the scale of the buildings and provide a better pedestrian experience, the facades along Boyd Street will have at least two different materials, a ground story

configuration different from the upper story and at least 2 different bay configurations. The Boyd Street RBL shall have an offset depth of a maximum of 60 inches behind the RBL to accommodate the proposed recessed doors and stoops.

4. **Sanitation.** A trash dumpster will be utilized on the Property in the location indicated on the Site Development Plan. It is the intent that the dumpster will be shared with the development to be constructed at 221 E. Boyd.
5. **Signage.** All signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter.
6. **Traffic access and sidewalks.** Traffic circulation and access to the Property shall be allowed in the manner shown on the Site Development Plan. In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights shall not be required along the Property's Boyd Street frontage.
7. **Lighting.** The project shall comply with the requirements of the CCFBC under Section 402(O), Lighting & Mechanical, as amended thereafter.
8. **Open Space.** Open space will be located on the Property in the locations depicted on the attached Site Development Plan. Consistent with the Property's CCFBC designation of Urban General, the Property shall have a maximum of 85% impervious coverage. Open space areas are allowed to be located in noncontiguous areas on the Property.
9. **Parking.** Parking is provided in the manner shown on the attached Site Development Plan. The Applicant will provide one parking space per bedroom, with the use of three (3) off-site parking spaces from 221 E. Boyd Street. One bike rack per unit will be provided as shown on the Site Development Plan.
10. **Landscaping.** In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights will not be required for development of the Property under this CCPUD. Landscaping will be provided in substantial compliance with the Site Development Plan. Final landscaping types, quantities, and locations may change during final design and construction. Any trees to be planted shall be of a species that is listed in Section 506 of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman Ordinance, or appropriate City of Norman staff member.
11. **Drainage.** The Property will meet or exceed all applicable drainage ordinances. Drainage will be directed into the existing storm sewer main on Boyd Street and to the alleyway on the north of the Property.

12. Fencing. Fencing with a maximum height of eight (8') feet is permissible but not required on the Property.

C. CCFBC Variances.

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the variances sought from the CCFBC follows:

1. **RBL Modification.** The RBL has been modified to six (6') feet due to the presence of overhead powerlines and to provide the residents with additional privacy from the adjacent public right-of-way. The adjustment also ensures that front doors will not encroach within the public right-of-way. Additionally, due to the triangular shape of the Property and the lack of established street frontage adjacent to railroad right-of-way, there shall be no RBL along the east side of the Property.
2. **Four Bedrooms Per Unit.** Each unit is allowed to contain a maximum of four bedrooms as this is an area that is appropriate for added density. This CCPUD will allow for a development that can provide thoughtfully designed residential units closely located to the University of Oklahoma, which is much needed.
3. **Streetscape.** Street trees and streetlights will not be required on this Property. This will help keep the Boyd streetscape pedestrian friendly due to the proximity of the RBL to the right-of-way and the existence of driveways on other properties on this block. Bike racks will be installed on the Property.
4. **Open Space.** Open space areas are not required to be contiguous on the Property.
5. **Elements.** An additional 36 inches of offset from the Boyd Street RBL is being requested to allow the proposed recessed entries and covered stoops for a total maximum offset depth of five (5') feet.

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****LEGAL DESCRIPTION**

LOT 36A
STATE UNIVERSITY ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA

A tract of land being Lot Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), and Thirty Eight (38) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 38;

Thence West a distance of 178.10 feet to the Southwest corner of said Lot 34;

Thence North a distance of 139.95 feet to the Northwest corner of said Lot 34;

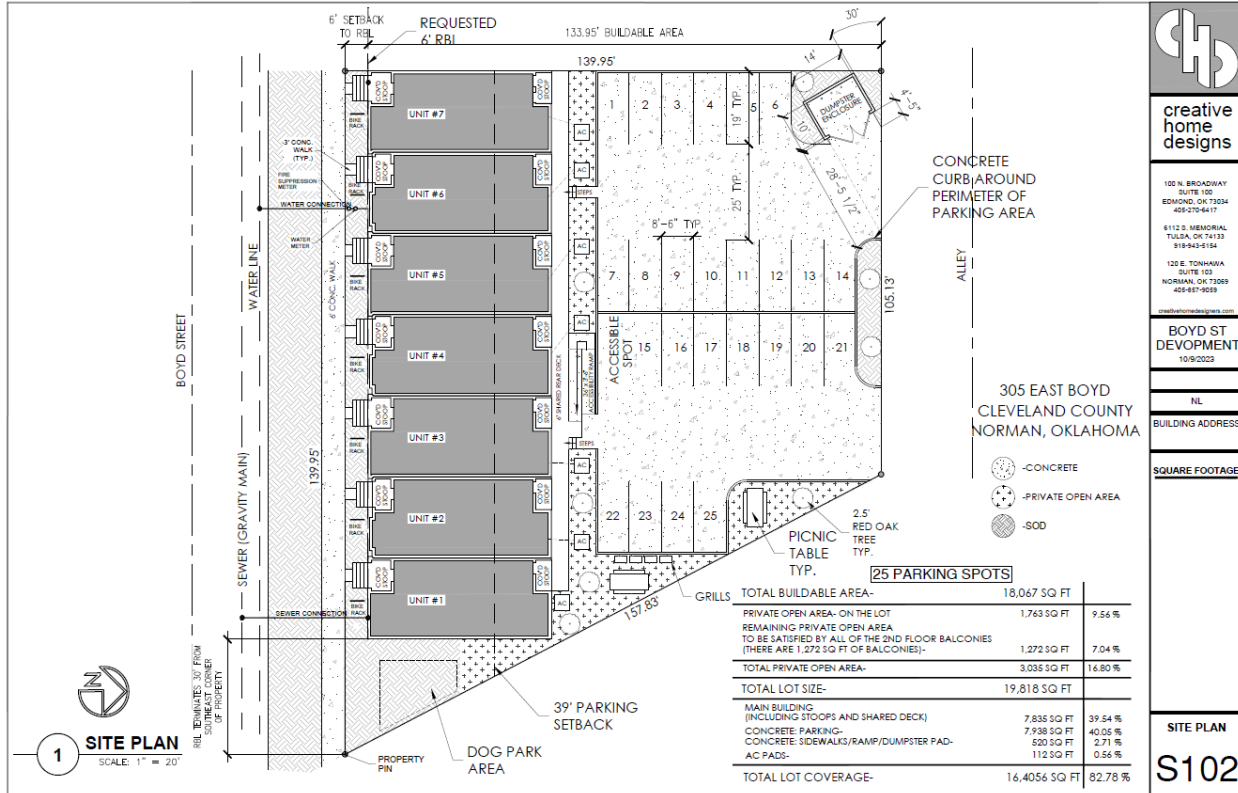
Thence East a distance of 105.13 feet to the Northeast corner of said Lot 38;

Thence South 27° 32' East a distance of 157.83 feet to the Point of Beginning;

Said parcel of land contains 0.454 Acres or 19,818 Sq. Ft., more or less.

EXHIBIT B

PROPOSED SITE DEVELOPMENT PLAN
Full Size PDF Documents Submitted to City Staff



creative home designs

102 N. BROADWAY
 SUITE 100
 EDMOND, OK 73044
 405-770-6417

6112 S. MEMORIAL
 TULSA, OK 74133
 918-942-6154

102 E. TOMAHAWK
 SUITE 103
 NORMAN, OK 73069
 405-851-0028

BOYD ST DEVELOPMENT
 10/9/2022

NL

BUILDING ADDRESS

SQUARE FOOTAGE

S102

EXHIBIT C **ALLOWABLE USES**

Allowable Uses:

Ground Story:

The Ground Story may house commerce, professional services or residential uses.

Upper Stories:

The Upper Stories may only house Residential or Commerce uses. No restaurant or retail sales uses shall be allowed in Upper Stories unless they are second story extensions equal to or less than the area of the Ground Story use. No commerce use, except for permitted rooftop restaurants, is permitted above a residential use. Additional habitable space is permitted within the roof where the roof is configured as an attic story.

Residential Dwelling Units:

The Property may contain seven (7) units with a maximum of four (4) bedrooms per unit, totaling twenty-eight (28) bedrooms on the Property.

Use Table

The use table included below identifies the uses allowed within this CCPUD. References to Additional Regulations refer to provisions of the CCFBC (as such may be amended from time to time) and shall be applied to the Property if such use is requested on the Property, except that no additional regulations will be applied to any Residential Uses on the Property.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions		✓	Sec. 704.C.

Key: ✓= Permitted Blank Cell = Not Permitted

EXHIBIT D

PROPOSED EXTERIOR ELEVATIONS Full Size PDF Documents Submitted to City Staff



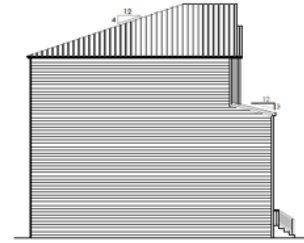
FRONT ELEVATION OF ENTIRE BUILDING
1/8"=1'-0"



RIGHT ELEVATION
1/8"=1'-0"



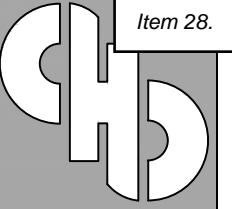
REAR ELEVATION OF ENTIRE BUILDING
1/8"=1'-0"



LEFT ELEVATION
1/8"=1'-0"



FRONT ELEVATION OF TWO TYPICAL UNITS
1/4"=1'-0"



Item 28.

creative home designs

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL
TULSA, OK 74133
918-943-5154

120 E. TONHAWA
SUITE 103
NORMAN, OK 73069
405-857-9059

creativehomedesigners.com

BOYD ST
DEVOPMENT

10/9/2023

NL

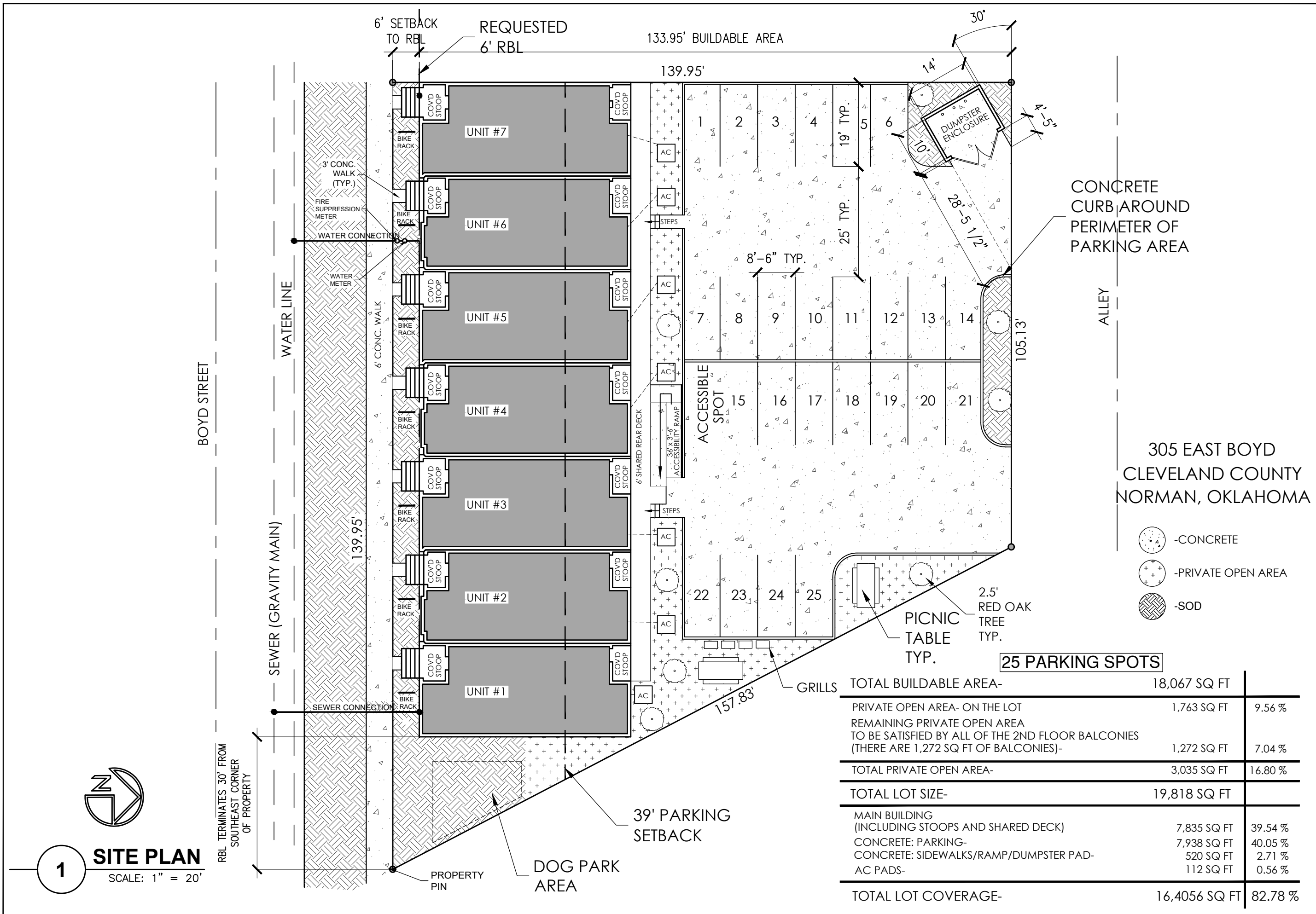
BUILDING ADDRESS

SQUARE FOOTAGE

SITE PLAN

S102

684



CONCRETE CURB AROUND PERIMETER OF PARKING AREA

305 EAST BOYD
CLEVELAND COUNTY
NORMAN, OKLAHOMA

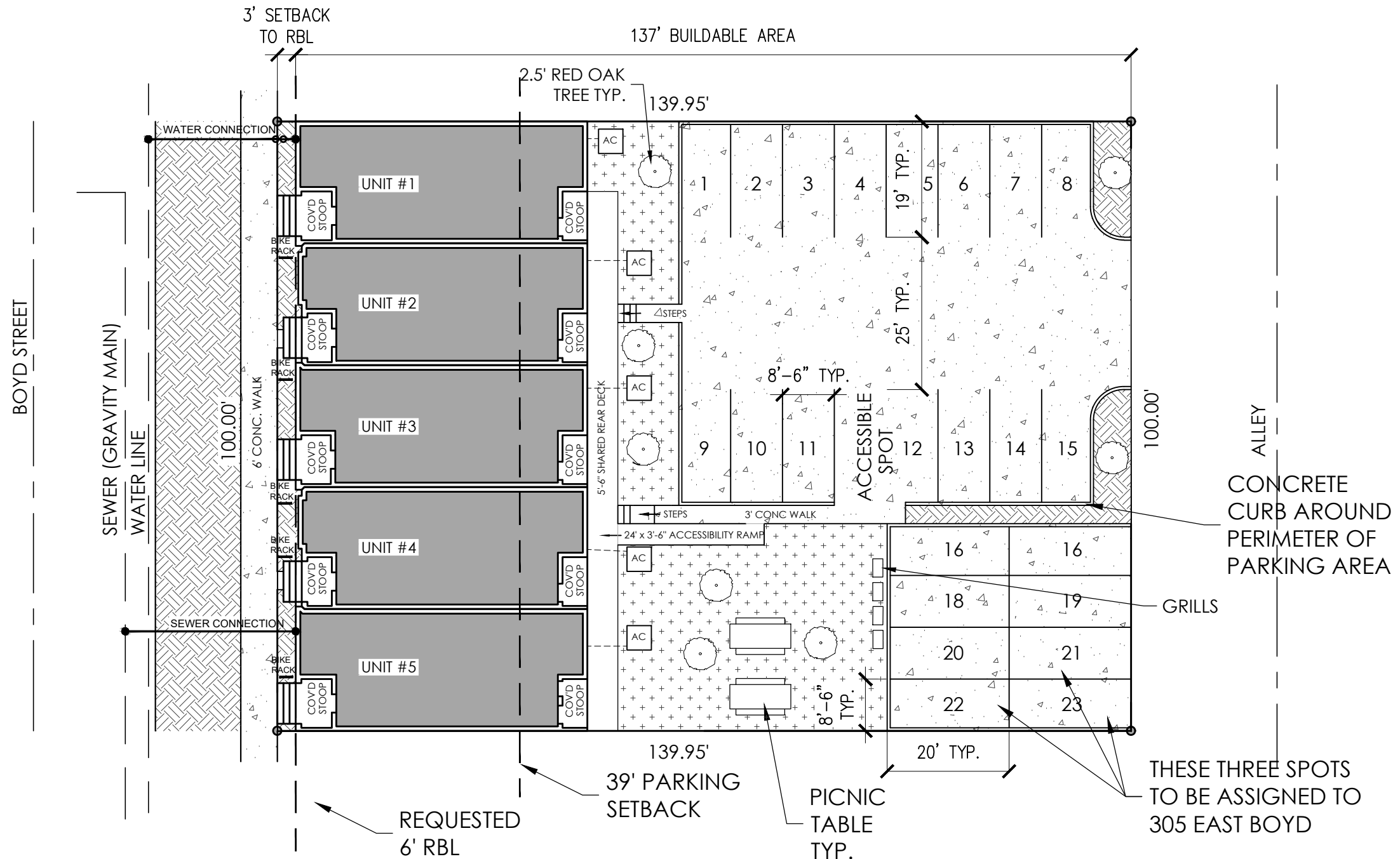
- CONCRETE
- PRIVATE OPEN AREA
- SOD

25 PARKING SPOTS

TOTAL BUILDABLE AREA-	18,067 SQ FT	
PRIVATE OPEN AREA- ON THE LOT	1,763 SQ FT	9.56 %
REMAINING PRIVATE OPEN AREA TO BE SATISFIED BY ALL OF THE 2ND FLOOR BALCONIES (THERE ARE 1,272 SQ FT OF BALCONIES)-	1,272 SQ FT	7.04 %
TOTAL PRIVATE OPEN AREA-	3,035 SQ FT	16.80 %
TOTAL LOT SIZE-	19,818 SQ FT	
MAIN BUILDING (INCLUDING STOOPS AND SHARED DECK)	7,835 SQ FT	39.54 %
CONCRETE: PARKING-	7,938 SQ FT	40.05 %
CONCRETE: SIDEWALKS/RAMP/DUMPSTER PAD-	520 SQ FT	2.71 %
AC PADS-	112 SQ FT	0.56 %
TOTAL LOT COVERAGE-	16,406 SQ FT	82.78 %

1 SITE PLAN
SCALE: 1" = 20'

RBL TERMINATES 30' FROM SOUTHEAST CORNER OF PROPERTY



TOTAL BUILDABLE AREA-	13,701 SQ FT	
PRIVATE OPEN AREA (EXCLUDING BALCONIES)-	1,996 SQ FT	14.57 %
REMAINING PRIVATE OPEN AREA TO BE SATISFIED BY THE 2ND FLOOR BALCONIES (THERE IS 862 SQ FT OF BALCONIES ON BUILDING)-	862 SQ FT	6.43 %
TOTAL PRIVATE OPEN AREA (INCLUDES THREE BALCONIES)-	2,858 SQ FT	20.86 %
TOTAL LOT SIZE-	13,995 SQ FT	
MAIN BUILDING (INCLUDING STOOPS AND SHARED DECK)-	5,331 SQ FT	38.09 %
CONCRETE: PARKING-	5,809 SQ FT	46.37 %
CONCRETE: WALKWAYS/RAMP-	262 SQ FT	1.87 %
AC PADS-	80 SQ FT	0.57 %
TOTAL LOT COVERAGE-	11,482 SQ FT	82.04 %

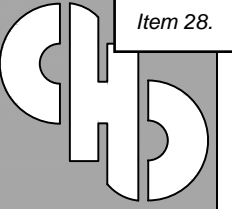
221 EAST BOYD
CLEVELAND COUNTY, NORMAN, OKLAHOMA

23 PARKING SPOTS

- CONCRETE
- PRIVATE OPEN AREA
- SOD



1 SITE PLAN
SCALE: 1" = 20'



Item 28.

creative home designs

100 N. BROADWAY SUITE 100 EDMOND, OK 73034 405-270-6417

6112 S. MEMORIAL TULSA, OK 74133 918-943-5154

120 E. TONHAWA SUITE 103 NORMAN, OK 73069 405-857-9059

creativehomedesigners.com

BOYD ST DEVOPMENT

10/9/2023

NL

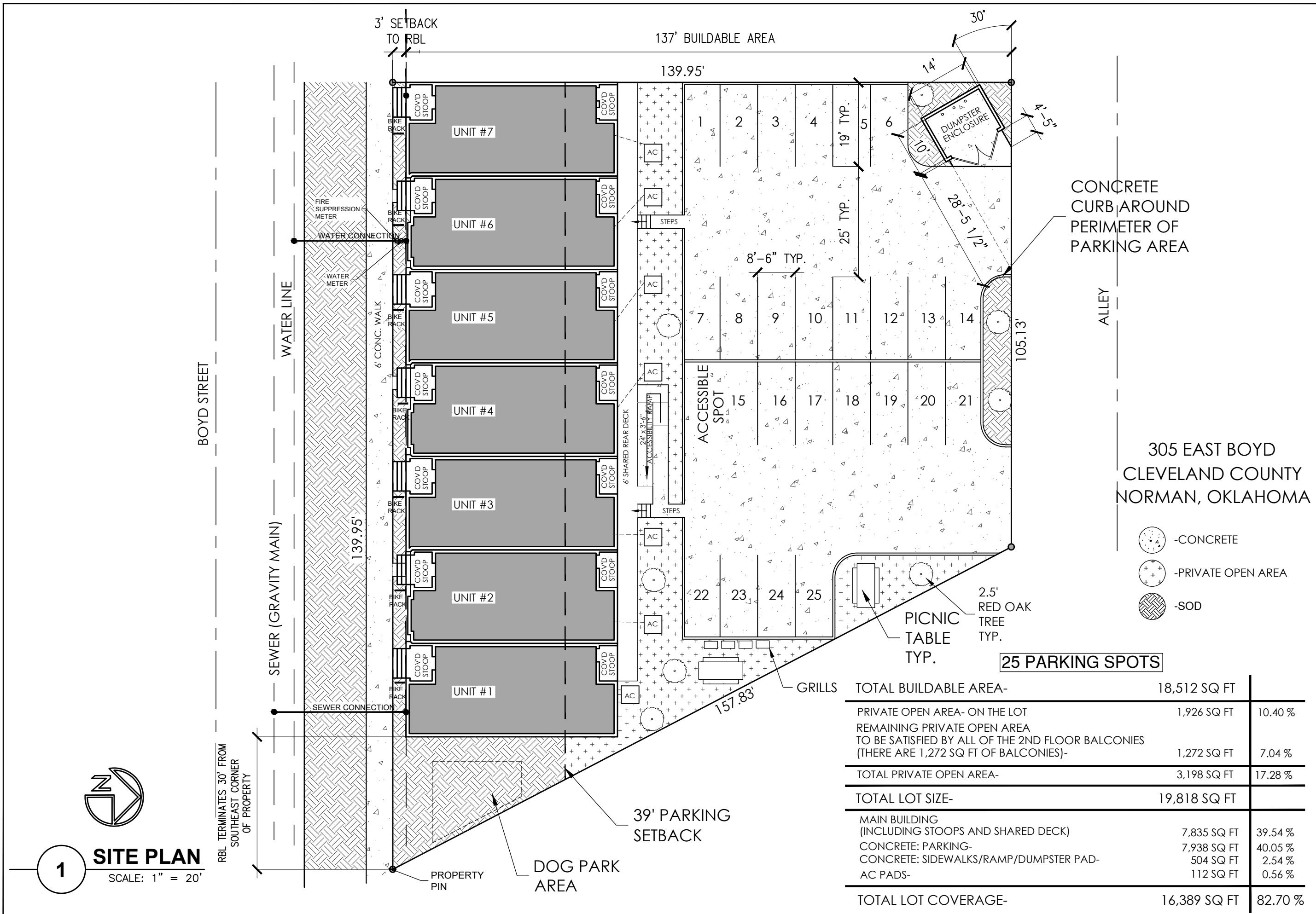
BUILDING ADDRESS

SQUARE FOOTAGE

SITE PLAN

S102

686



CONCRETE CURB AROUND PERIMETER OF PARKING AREA

305 EAST BOYD CLEVELAND COUNTY NORMAN, OKLAHOMA

- CONCRETE
- PRIVATE OPEN AREA
- SOD

25 PARKING SPOTS

TOTAL BUILDABLE AREA-	18,512 SQ FT	
PRIVATE OPEN AREA- ON THE LOT	1,926 SQ FT	10.40 %
REMAINING PRIVATE OPEN AREA TO BE SATISFIED BY ALL OF THE 2ND FLOOR BALCONIES (THERE ARE 1,272 SQ FT OF BALCONIES)-	1,272 SQ FT	7.04 %
TOTAL PRIVATE OPEN AREA-	3,198 SQ FT	17.28 %
TOTAL LOT SIZE-	19,818 SQ FT	
MAIN BUILDING (INCLUDING STOOPS AND SHARED DECK)	7,835 SQ FT	39.54 %
CONCRETE: PARKING-	7,938 SQ FT	40.05 %
CONCRETE: SIDEWALKS/RAMP/DUMPSTER PAD-	504 SQ FT	2.54 %
AC PADS-	112 SQ FT	0.56 %
TOTAL LOT COVERAGE-	16,389 SQ FT	82.70 %

1 SITE PLAN SCALE: 1" = 20'

RBL TERMINATES 30' FROM SOUTHEAST CORNER OF PROPERTY

PROPERTY PIN

DOG PARK AREA

39' PARKING SETBACK

157.83'

GRILLS

PICNIC TABLE TYP. 2.5' RED OAK TREE TYP.

25 PARKING SPOTS

ALLEY

105.13'

8'-6" TYP.

STEPS

24' x 3'-6" ACCESSIBILITY RAMP

6' SHARED REAR DECK

STEPS

139.95'

137' BUILDABLE AREA

3' SETBACK TO RBL

SEWER (GRAVITY MAIN)

WATER LINE

BOYD STREET

FIRE SUPPRESSION METER

WATER METER

SEWER CONNECTION

WATER CONNECTION

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

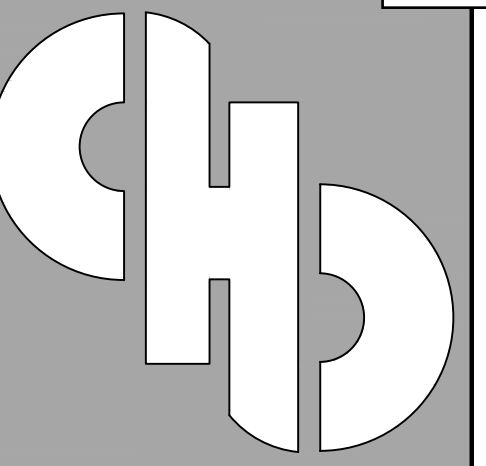
BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK

BIKE RACK



creative home designs

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL DR
TULSA OK 74133
918-943-5154

120 E. TONHAWA ST
SUITE 103
NORMAN, OK 73069
405-857-9059

CHD.DESIGN

BOYD ST
DEVELOPMENT

12-7-2023

NL

WOODS

BUILDING ADDRESS

221 E. BOYD ST. &
305 E. BOYD ST.
NORMAN, OK

SQUARE FOOTAGE

COVER

COV

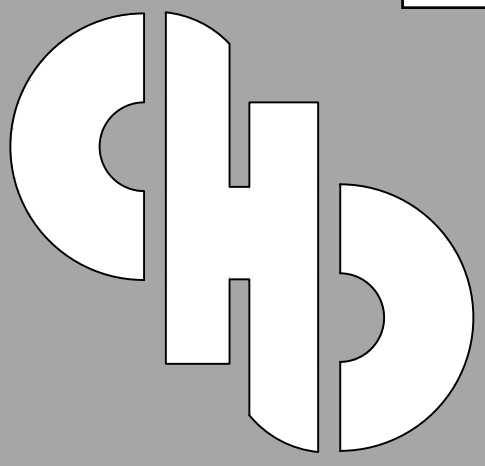


BOYD STREET DEVELOPMENT

221 EAST BOYD ST- 11,856 SQ FT
5 UNITS, 20 BEDROOMS

305 EAST BOYD ST- 17,651 SQ FT
7 UNITS, 28 BEDROOMS





**creative
home
designs**

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL DR
TULSA OK 74133
918-943-5154

120 E. TONHAWA ST
SUITE 103
NORMAN, OK 73069
405-857-9059

CHD.DESIGN

**BOYD ST
DEVELOPMENT**

12-7-2023

NL

WOODS

BUILDING ADDRESS

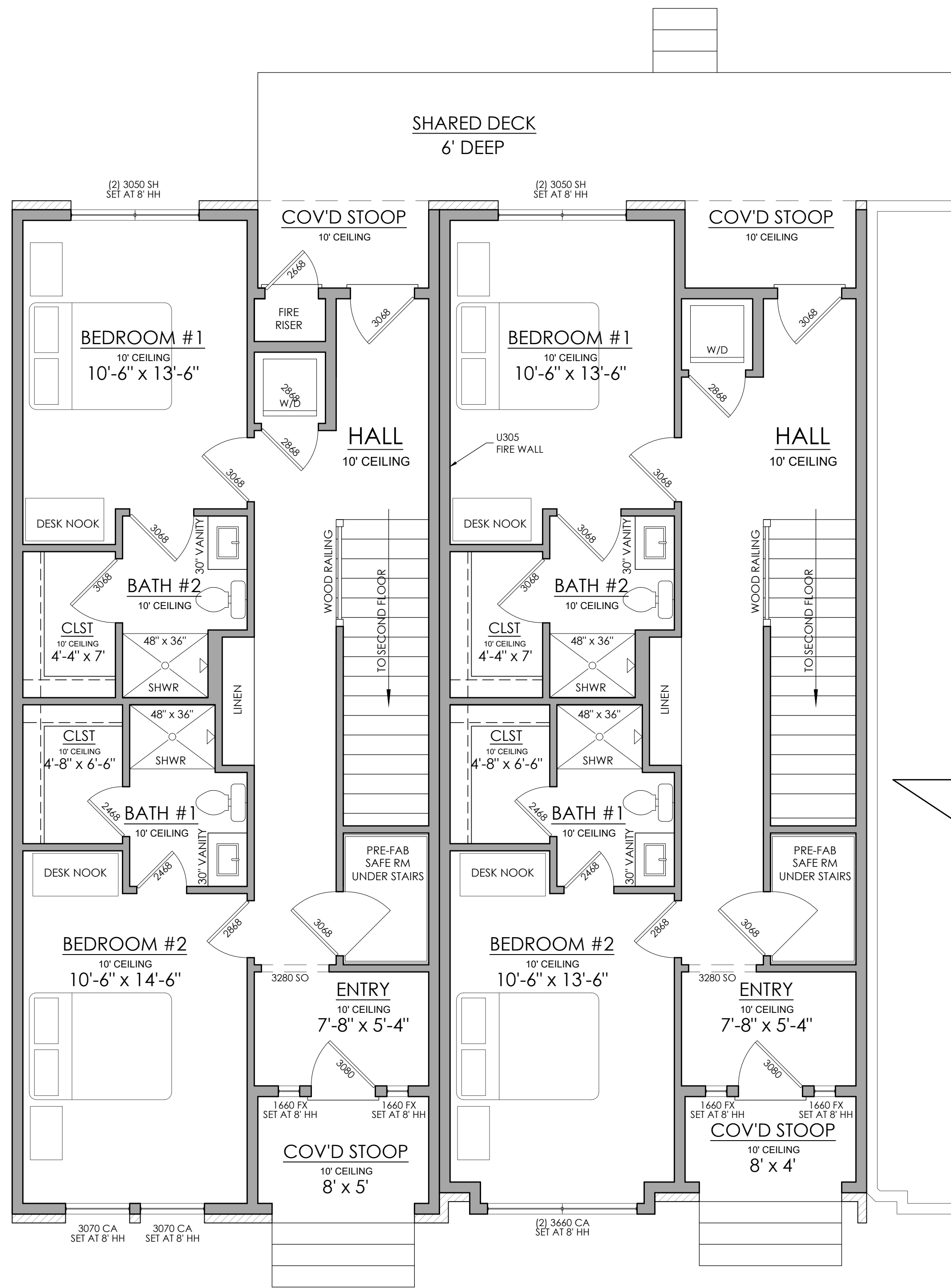
221 E. BOYD ST.
NORMAN, OK

SQUARE FOOTAGE

11,856 SQ FT

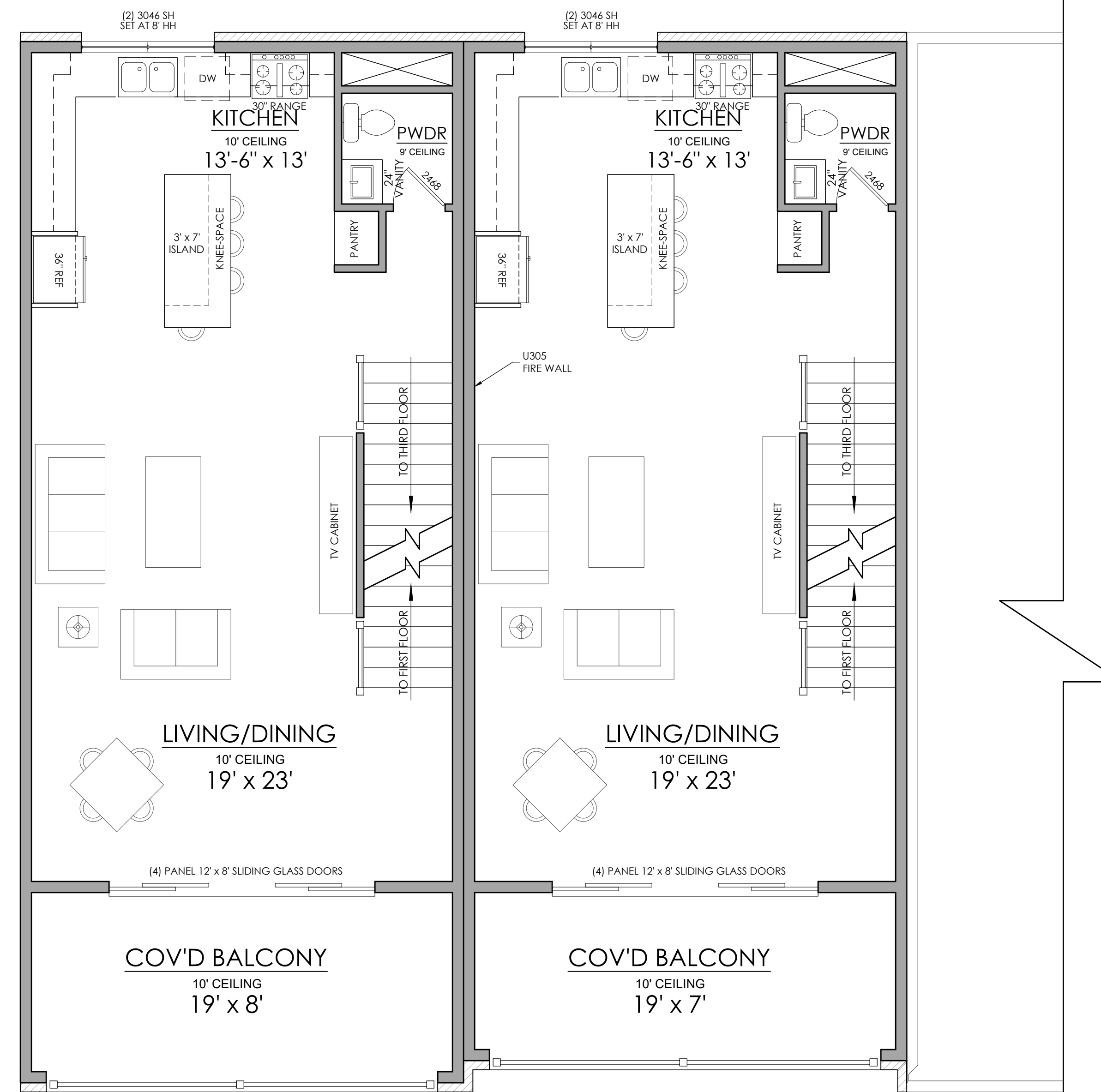
FLOORPLAN

A101



FIRST FLOOR

1/4"=1'-0"



SECOND FLOOR

1/4"=1'-0"

TOTAL BUILDING

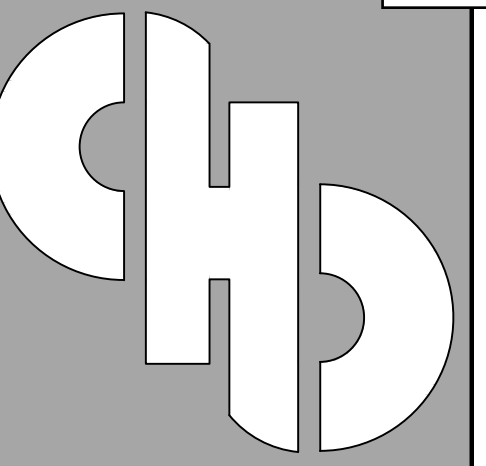
11,856 SQ FT

UNIT #1 TYPICAL FOOTAGE

TOTAL-	2,374 SQ FT
FIRST FLOOR-	872 SQ FT
SECOND FLOOR-	777 SQ FT
THIRD FLOOR-	725 SQ FT

UNIT #2 TYPICAL FOOTAGE

TOTAL-	2,367 SQ FT
FIRST FLOOR-	865 SQ FT
SECOND FLOOR-	777 SQ FT
THIRD FLOOR-	725 SQ FT



creative home designs

100 N. BROADWAY SUITE 100 EDMOND, OK 73034 405-270-6417

6112 S. MEMORIAL DR TULSA OK 74133 918-943-5154

120 E. TONHAWA ST SUITE 103 NORMAN, OK 73069 405-857-9059

CHD.DESIGN

BOYD ST DEVELOPMENT

12-7-2023

NL

WOODS

BUILDING ADDRESS

221 E. BOYD ST. NORMAN, OK

SQUARE FOOTAGE

11,856 SQ FT

FLOORPLAN/ ELEVATION

A102



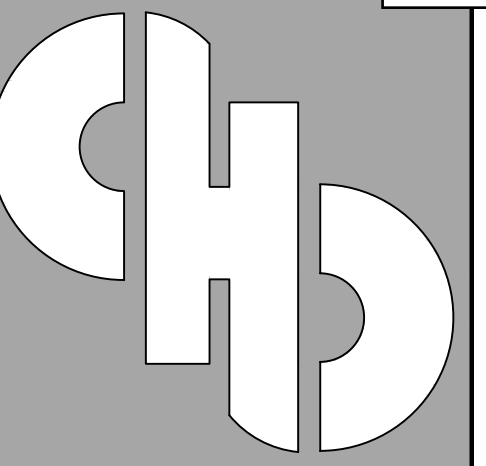
THIRD FLOOR
1/4"=1'-0"



UNIT #1
GROUND STORY
FENESTRATION:
33.91%

UNIT #2
GROUND STORY
FENESTRATION:
39%

TOTAL BUILDING
FRONT ELEVATION OF TWO TYPICAL UNITS
1/4"=1'-0"



creative home designs

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL DR
TULSA OK 74133
918-943-5154

120 E. TONHAWA ST
SUITE 103
NORMAN, OK 73069
405-857-9059

CHD.DESIGN

BOYD ST
DEVELOPMENT

12-7-2023

NL

WOODS

BUILDING ADDRESS

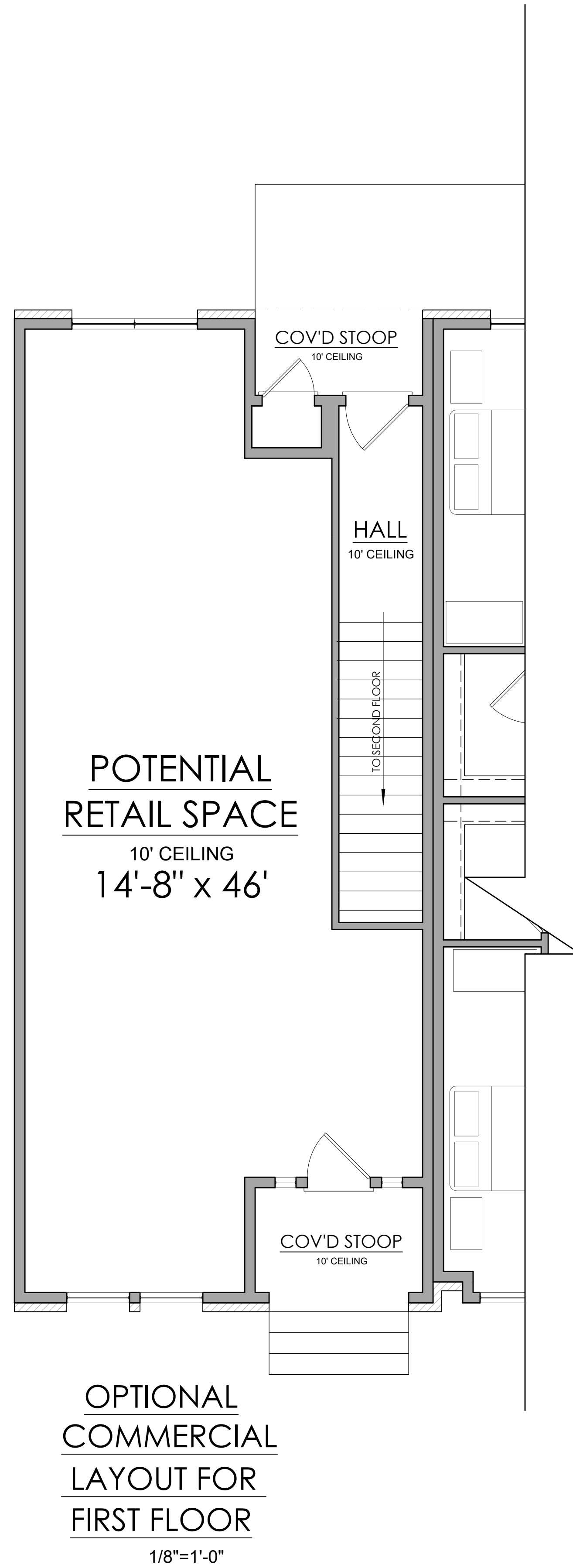
221 E. BOYD ST.
NORMAN, OK

SQUARE FOOTAGE

11,856 SQ FT

ELEVATIONS

A201



862 SQ FT
TOTAL OF BALCONY
SPACE ON THIS BUILDING



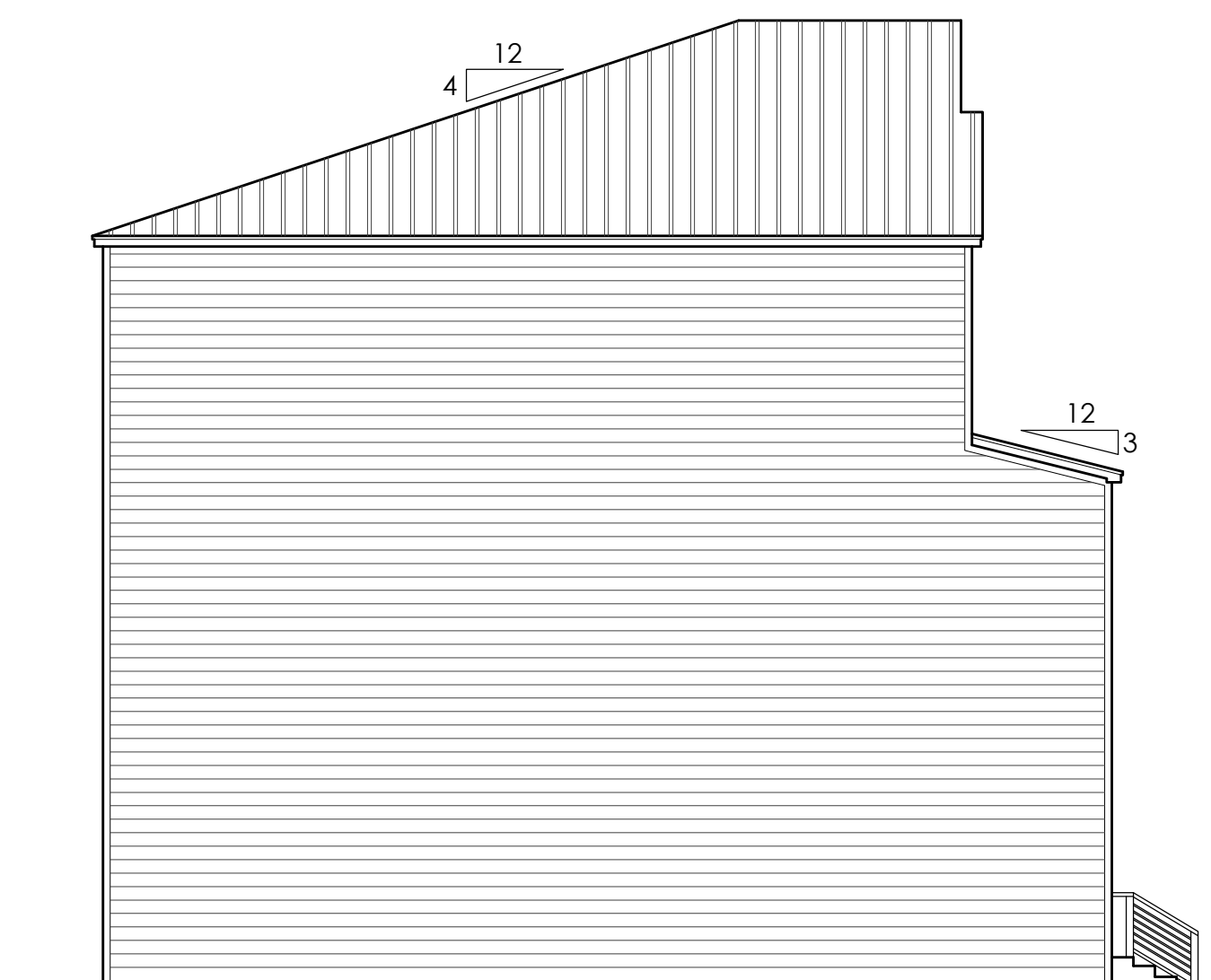
FRONT ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



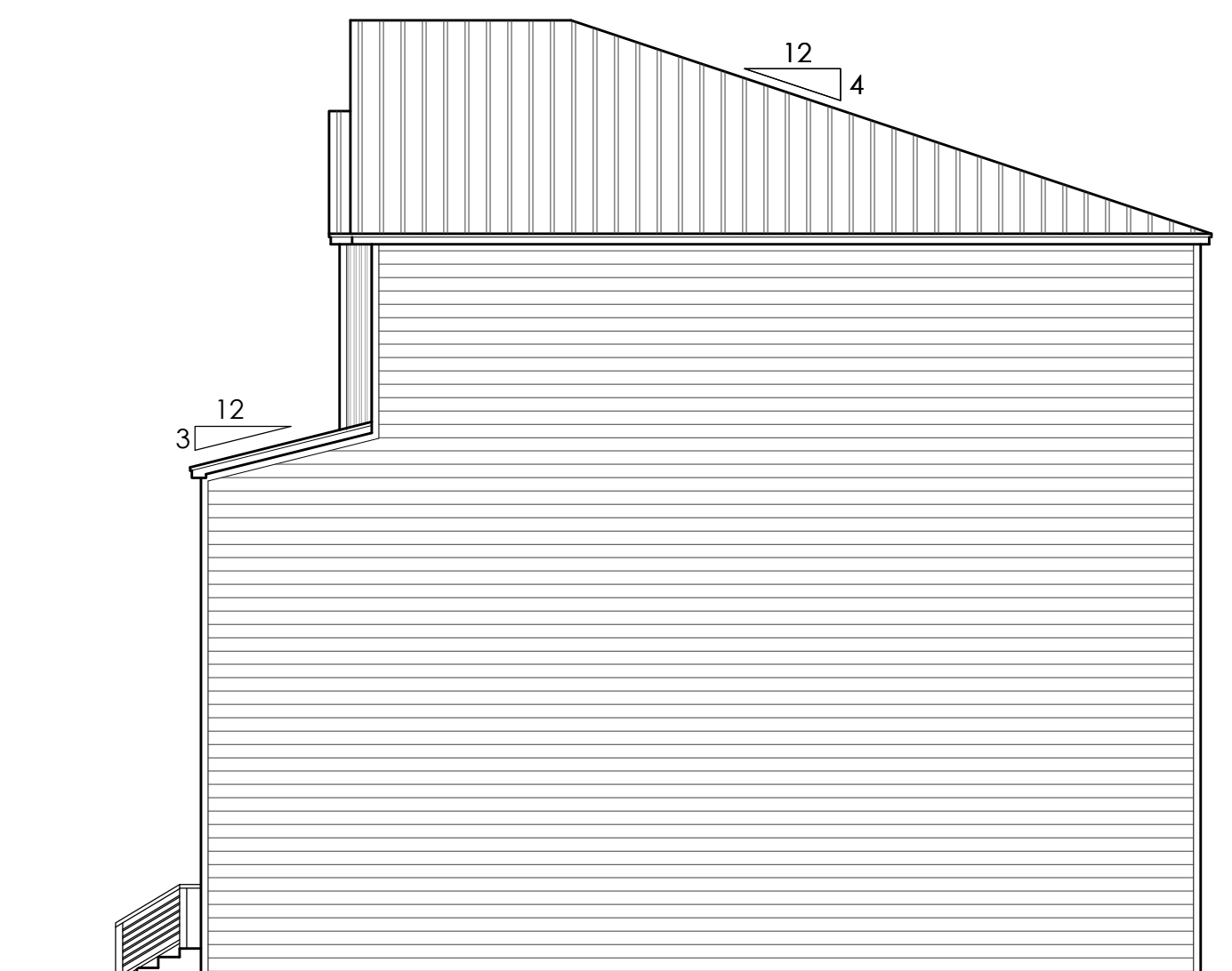
REAR ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



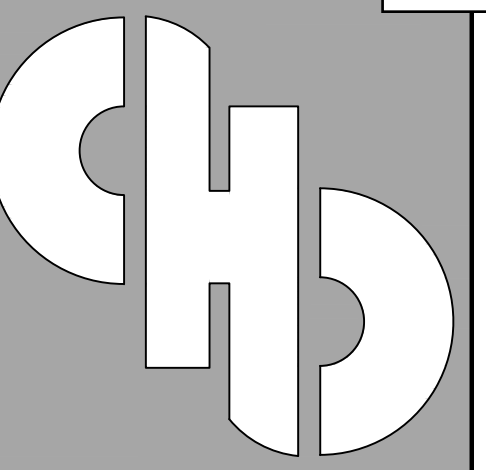
LEFT ELEVATION

1/8"=1'-0"



RIGHT ELEVATION

1/8"=1'-0"



**creative
home
designs**

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL DR
TULSA OK 74133
918-943-5154

120 E. TONHAWA ST
SUITE 103
NORMAN, OK 73069
405-857-9059

CHD.DESIGN

**BOYD ST
DEVELOPMENT**

12-7-2023

NL

WOODS

BUILDING ADDRESS

305 E. BOYD ST.
NORMAN, OK

SQUARE FOOTAGE

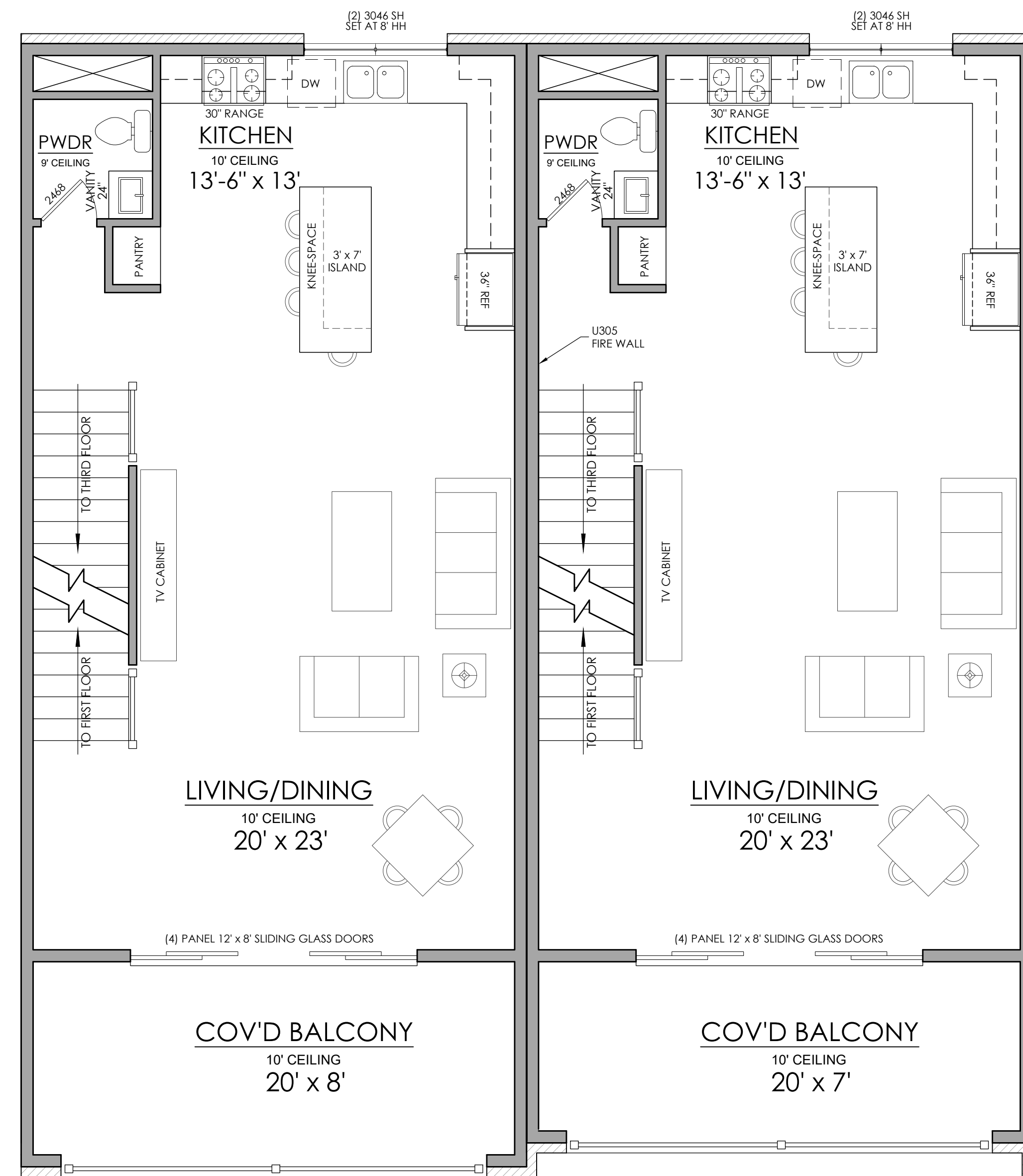
17,651 SQ FT

FLOORPLAN

A101



FIRST FLOOR
1/4"=1'-0"



SECOND FLOOR
1/4"=1'-0"

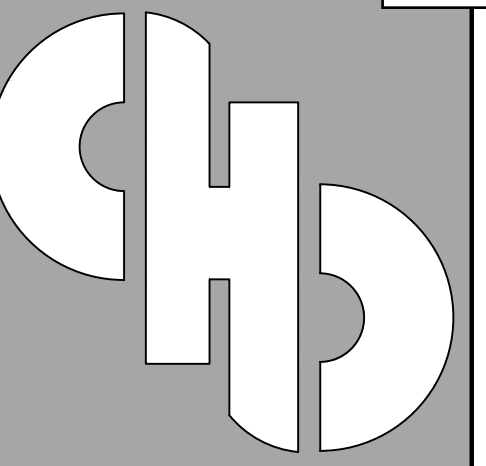
TOTAL BUILDING
17,651 SQ FT

UNIT #1 TYPICAL FOOTAGE

TOTAL-	2,525 SQ FT
FIRST FLOOR-	927 SQ FT
SECOND FLOOR-	822 SQ FT
THIRD FLOOR-	776 SQ FT

UNIT #2 TYPICAL FOOTAGE

TOTAL-	2,517 SQ FT
FIRST FLOOR-	919 SQ FT
SECOND FLOOR-	822 SQ FT
THIRD FLOOR-	776 SQ FT



creative home designs

100 N. BROADWAY SUITE 100 EDMOND, OK 73034 405-270-6417

6112 S. MEMORIAL DR TULSA OK 74133 918-943-5154

120 E. TONHAWA ST SUITE 103 NORMAN, OK 73069 405-857-9059

CHD.DESIGN

BOYD ST DEVELOPMENT

12-7-2023

NL

WOODS

BUILDING ADDRESS

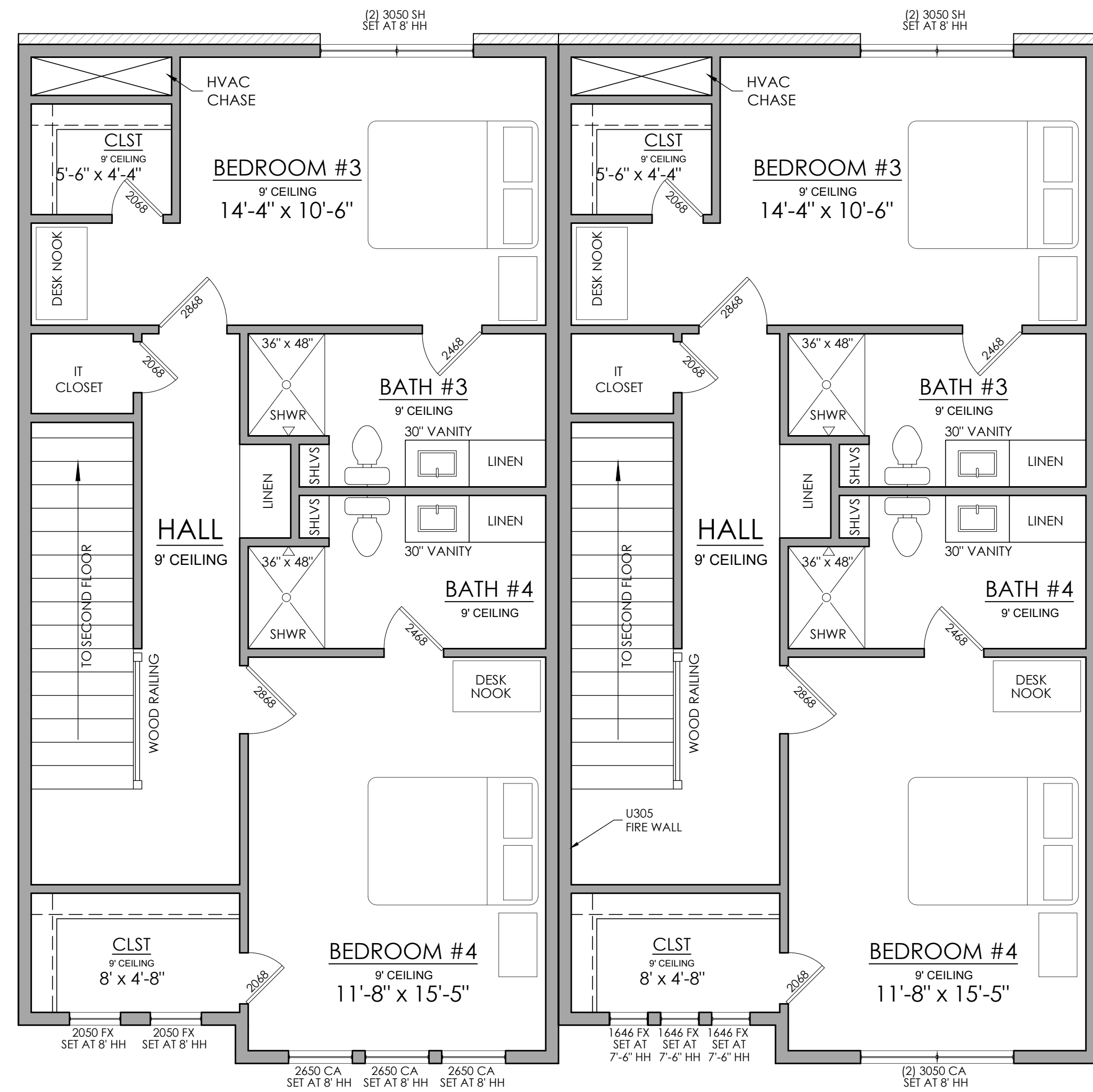
305 E. BOYD ST. NORMAN, OK

SQUARE FOOTAGE

17,651 SQ FT

FLOORPLAN/ ELEVATION

A102



THIRD FLOOR 1/4"=1'-0"

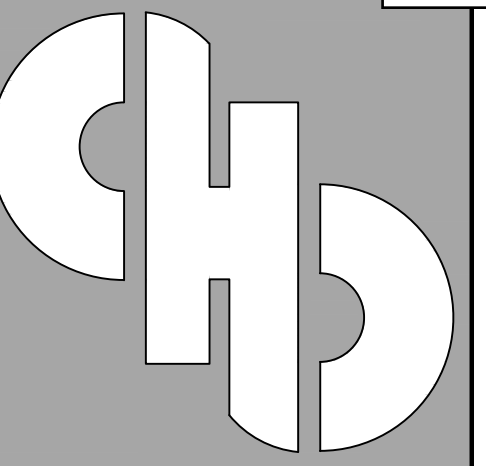


UNIT #1 GROUND STORY FENESTRATION: 40.57%

UNIT #2 GROUND STORY FENESTRATION: 36.79%

TOTAL BUILDING FENESTRATION: 32.71%

FRONT ELEVATION OF TWO TYPICAL UNITS 1/4"=1'-0"



creative home designs

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL DR
TULSA OK 74133
918-943-5154

120 E. TONHAWA ST
SUITE 103
NORMAN, OK 73069
405-857-9059

CHD.DESIGN

BOYD ST
DEVELOPMENT

12-7-2023

NL

WOODS

BUILDING ADDRESS

305 E. BOYD ST.
NORMAN, OK

SQUARE FOOTAGE

17,651 SQ FT

ELEVATIONS

A201

1,272 SQ FT
TOTAL OF
BALCONY
SPACE ON
THIS BUILDING



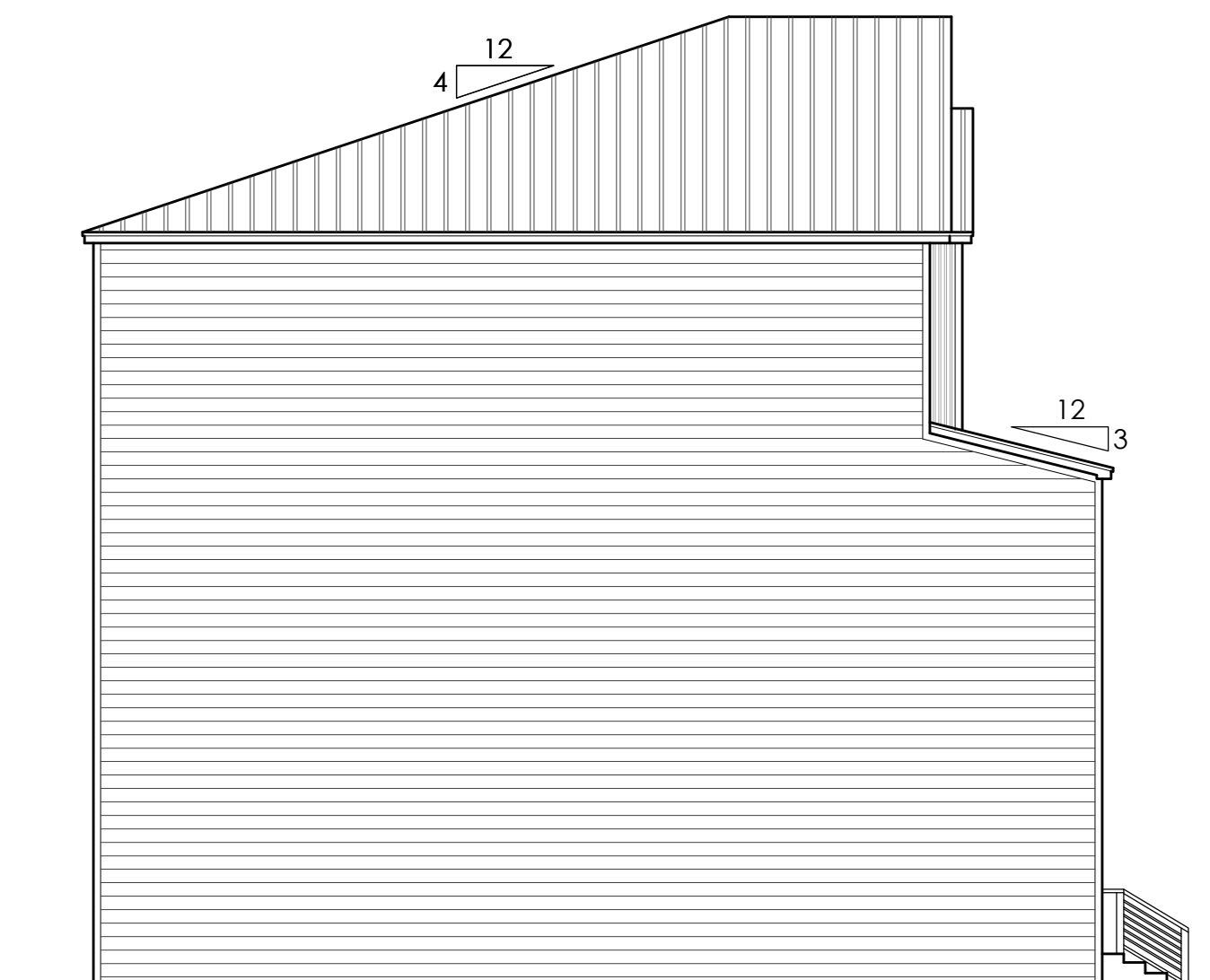
FRONT ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



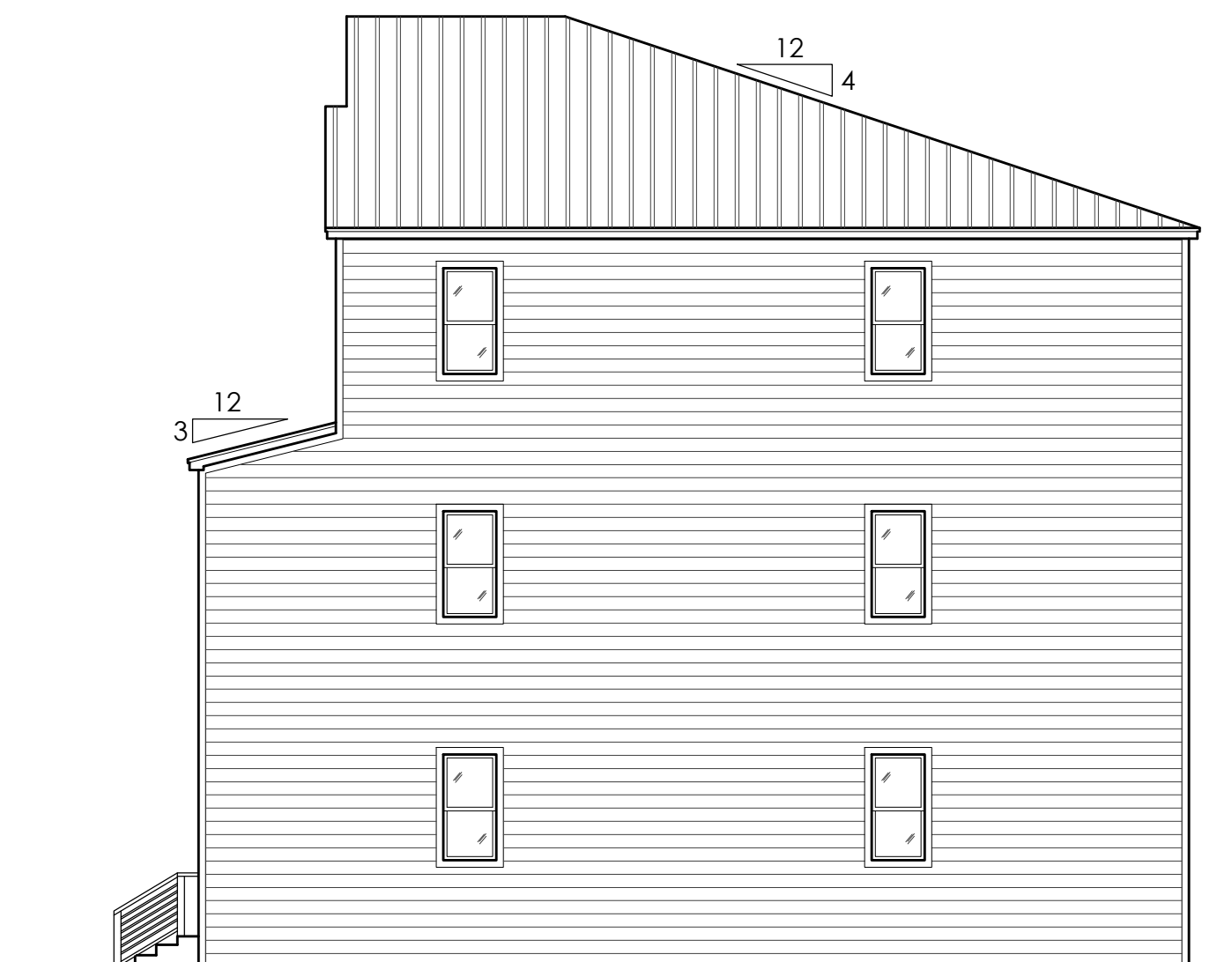
REAR ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



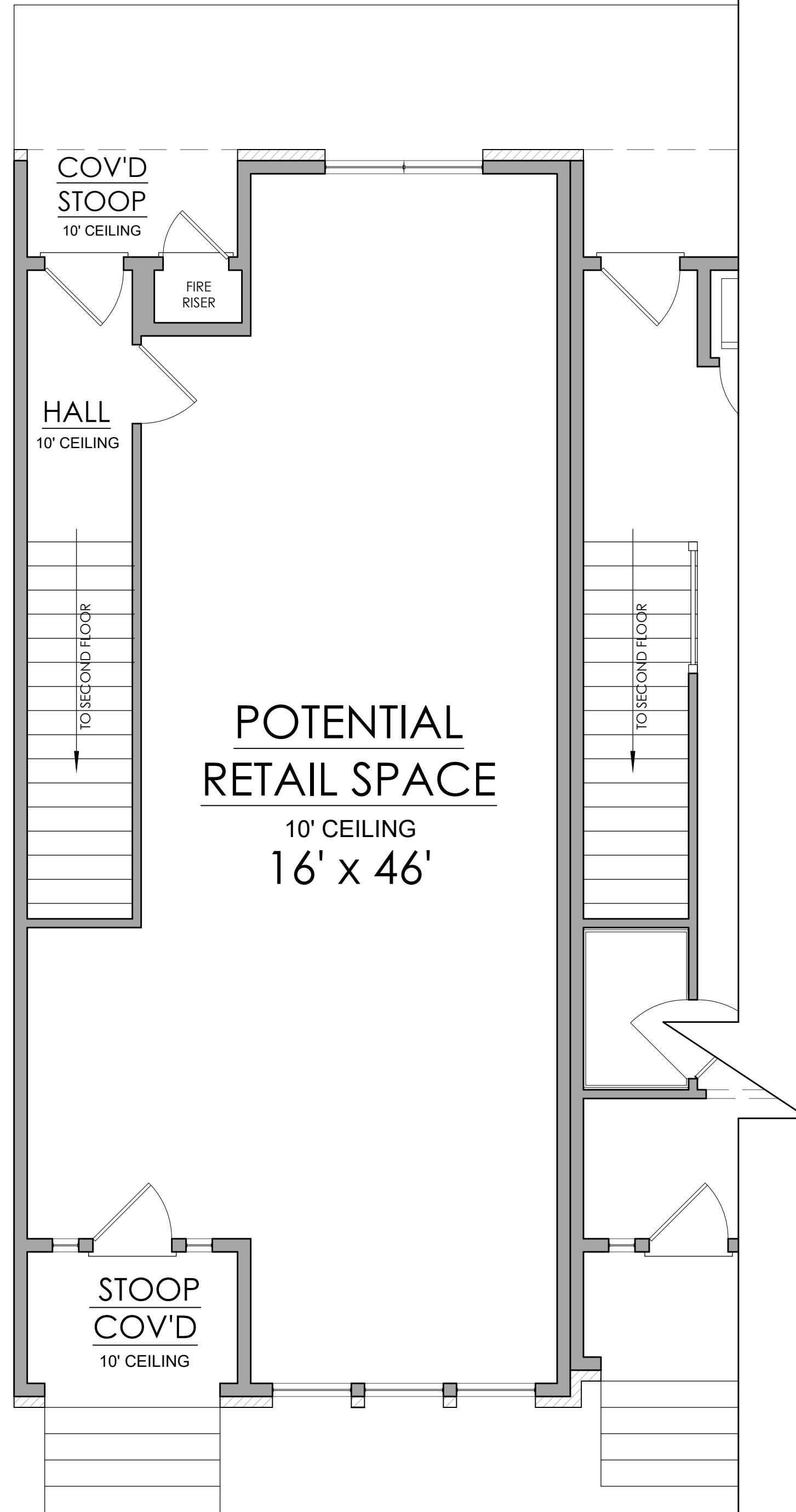
LEFT ELEVATION

1/8"=1'-0"



RIGHT ELEVATION

1/8"=1'-0"



POTENTIAL
RETAIL SPACE
10' CEILING
16' x 46'

OPTIONAL
COMMERCIAL
LAYOUT FOR
FIRST FLOOR

1/8"=1'-0"

Applicant: CCR Boyd, LLC

Project Location: 305 E Boyd Street

Case Number: PD 23-34

Time: 6:30 p.m.

Applicant Representative: Libby Smith, Gunner Joyce, & Sean Rieger, with Rieger Law Group

Attendees:

None

City Staff:

Anais Starr, Planner II
Amanda Stevens, Dev. Center Coordinator
Beth Muckala, Assistant City Attorney

Application Summary:

A request to rezone from CCFBC, Center City Form-Based Code, to CCPUD, Center City Planned Unit Development for a multi-family structure with seven townhomes.

Neighbor's Comments/Concerns/Responses:

There were no attendees for this request.



CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray,
Norman, OK 73069
Thursday, October 12, 2023 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of September, 2023.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:33 p.m.

ROLL CALL

PRESENT

- Cameron Brewer
- Chair Erica Bird
- Douglas McClure
- Jim Griffith
- Maria Kindel
- Michael Jablonski

ABSENT

- Steven McDaniel
- Liz McKown
- Kevan Parker

A quorum was present.

STAFF PRESENT

- Jane Hudson, Planning Director
- Lora Hoggatt, Planning Services Manager
- Melissa Navarro, Planner II
- Anaïs Starr, Planner II
- Lisa Krieg, CDGB/Grants Manager
- Roné Tromble, Admin. Tech. IV
- Beth Muckala, Assistant City Attorney
- Anthony Purinton, Assistant City Attorney
- David Riesland, Transportation Engineer
- Todd McLellan, Development Engineer
- Jason Murphy, Stormwater Program Manager
- Bryce Holland, Multimedia Specialist

Center City PUDs

7. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-17: CCR Boyd, L.L.C. requests rezoning from CCFBC, Center City Form-Based Code, to CCPUD, Center City Planned Unit Development, for 0.454 acres of property located at 305 E. Boyd Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. CCPUD Narrative with Exhibits A-D
4. Pre-Development Summary
5. Site Plan
6. Renderings, Floor Plans, Elevations

8. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-18: 208Apache, L.L.C. requests rezoning from CCFBC, Center City Form-Based Code, to CCPUD, Center City Planned Unit Development, for 0.321 acres of property located at 221 E. Boyd Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. CCPUD Narrative with Exhibits A-D
4. Pre-Development Summary
5. Site Plan
6. Renderings, Floor Plans, Elevations

PRESENTATION BY STAFF: Anais Starr reviewed the staff report for 305 E. Boyd, a copy of which is filed with the minutes. This project is for 7 residential townhomes.

Ms. Starr also reviewed the staff report for 221 E. Boyd, a copy of which is filed with the minutes. This project is for 5 residential townhomes, with the same configuration as the prior project.

Mr. Jablonski asked the street tree requirements. Ms. Starr stated the CCFBC requires large street trees every 30'.

PRESENTATION BY THE APPLICANT: Gunner Joyce, Rieger Law Group, representing the applicants, explained that both projects have the same developer, with two different holding companies. This developer has built in the Center City area, and previously has built to code. He reviewed the projects and the reasoning behind their requests. There are power lines on the property, which is a reason a minor step-back is appropriate and street trees would not be functional bringing the building forward to 6'.

Mr. Jablonski commented it's a great location for development. He is concerned about heat and quality of life in the future. He likes the trees in the rear of the development, but asked about putting some in the center of the parking lots. Mr. Joyce pointed out the trees shown on the site plan in the rear of the buildings. He discussed issues with designing usable parking.

Ms. Bird asked about including shrubs in the front. Mr. Joyce said they would be happy to look at that.

Mr. Brewer commented that he was told the project on the corner at Monnett has asked for an allowance to plant their required trees at a time of year when they have the best chance of survival. Ms. Starr responded they have a requirement for landscaping in both the rear and the front by December.

Ms. Kindel asked what the surface material will be in the private open areas. Mr. Joyce responded that the projects are capped at 85% impervious.

Ms. Hudson commented that we also have to be cognizant of water and sewer lines which may restrict the placement of trees.

Mr. Joyce commented that the developer may want to plant some trees even if they are not required to do so.

Ms. Bird asked about the maximum of 4 bedrooms. Mr. Joyce responded there is a minimum unit count in CCFBC; they are exceeding that. There is a maximum bedroom count within the unit of 3, unless a special use or rezoning is requested.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer commented on the space between the front of the building by Monnett to the curb. That project buried the power lines. We need street trees along Boyd Street.

Motion made by Griffith, seconded by Kindel, to recommend adoption of Ordinance No. O-2324-17 to City Council.

Mr. Griffith commented that he likes the project. This project is very close to a vision he had years ago for this area that would look like Brooklyn brownstones. He doesn't see any way to bury the power lines in front of the buildings and still plant trees.

Voting Yea: Bird, McClure, Griffith, Kindel

Voting Nay: Brewer, Jablonski

The motion to recommend adoption of Ordinance No. O-2324-17 to City Council passed by a vote of 4-2.

Motion made by Kindel, seconded by Griffith, to recommend adoption of Ordinance No. O-2324-18 to City Council.

Voting Yea: Bird, McClure, Griffith, Kindel

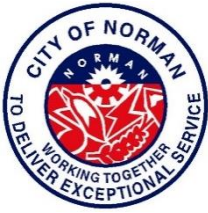
Voting Nay: Brewer, Jablonski

The motion to recommend adoption of Ordinance No. O-2324-18 to City Council passed by a vote of 4-2.

*

File Attachments for Item:

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) AND THIRTY-ONE (31) OF STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (221 E. BOYD STREET)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/12/2023

REQUESTER: 208Apache, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) AND THIRTY-ONE (31) OF STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (221 E. BOYD STREET)

REQUEST SUMMARY/CCFBC EXCEPTIONS:

This is a request to rezone the area located at 221 E. Boyd Street, designated as Center City Form Based Code District, to a Center City Planned Unit Development (CCPUD), as outlined in Appendix B of the Center City Form-Based Code.

The proposal for this site is to construct five (5) residential townhomes with each unit being allowed a maximum of four (4) bedrooms for a total of twenty (20) bedrooms for the site. Each three-story unit will have the living room and kitchen on the second floor with the first and the third floors each having two bedrooms. The three-story, five-unit structure consists of a total area of 5,331 square feet, as illustrated on Exhibit B, Site Development Plan. Open space will be provided on the north side of the building and through front balconies of the individual units. A total of twenty-five (23) on-site parking spaces are provided as shown on the Site Plan. Three of the parking spaces are to be shared with the property at 305 E. Boyd Street.

BACKGROUND:

This is a CCPUD application moving forward to Planning Commission and City Council to request an amendment to the recently adopted Center City Form Based Code (CCFBC); many may not be aware of the extent and process that went into the preparation and review of the CCFBC; below is an overview for those not familiar with the process.

City Council approved a Memorandum of Understanding (MOU) between the City of Norman and the University of Oklahoma (OU) on January 14, 2014. The MOU set forth the terms and conditions that would govern the development of a Center City Master Plan/Visioning Project and outlined the responsibilities of the City of Norman and the University of Oklahoma.

The Center City Form-Based Code, which is the outcome of this Project, was generated and recommended through a Steering Committee. In addition, there was an Executive Subcommittee of the Steering Committee which was comprised of one representative from the City of Norman, one representative from the University of Oklahoma, and one citizen chosen jointly by the City of Norman and the University of Oklahoma.

The City Council moved forward with this project in cooperation with the University of Oklahoma for many reasons. Some of the reasons were that the current zoning regulations were not adequately handling the growing, modern demand for infill development in Norman's Center City area; that there was significant community disagreement about market-driven proposals for infill development; that the professional charrette process was the best technique available to articulate community-supported vision; and that building community support for a vision followed by development of land use regulations that allows the achievement of the vision will provide both community and investors' confidence and certainty. The results of the Charrette process became the foundation for an illustrated, well-articulated, community-supported vision for the future of the Center City area, Center City Form Based Code (CCFBC).

ZONING DISTRICTS INCLUDED IN THIS DOCUMENT:

Urban General – The basic urban street frontage, once common across the United States. The purpose is to develop multi-story buildings placed directly at the sidewalk or behind small dooryards.

Urban Residential – Same as the Urban General except that the uses are limited to residential and related support services.

Urban Storefront – Represents the prototypical "main street" form with shopfronts along the sidewalk and a mix of uses above. A high level of pedestrian activity is anticipated. It is a subset of the Urban General frontage, with more specific requirements at the street level.

Detached – This frontage is represented by the traditional single-family house with small front, side and rear yards along tree-lined streets.

The CCFBC is composed of Building Form Standards and Public Space Standards mapped to a Regulating Plan.

Building Form Standards regulate simple things like: how far buildings are from sidewalks, how much window area at a minimum a building must have, how tall it is in relation to the width of the street, how accessible and welcoming front entrances are, and where a building's parking should be located. Building Form Standards require buildings to have windows and welcoming entries that contribute to life on the sidewalk and they require the placement of parking to the rear of buildings to ensure that it doesn't get between buildings and pedestrians. These standards require that buildings support and shape the public spaces of our city.

PARTICULARS OF THIS CCPUD:

The applicant is requesting this CCPUD in order to build five residential townhomes as illustrated on the attached drawings. The applicant is able to comply with many of CCFBC requirements. However, to allow for more bedrooms per unit and other allowances noted below, the applicant is requesting the following modifications to the Center City Form Based Code, as follows:

1. Allow a maximum of four (4) bedrooms per unit.
2. Increase the allowed offset/recessed area only from the RBL from twenty-four inches (24") to a maximum of sixty inches (60") to allow for recessed door, stoops, balconies and entry doors.
3. Increase the finished floor elevation from 14 inches (14") to twenty-four inches (24") to provide additional privacy.
4. Eliminate the requirement for Street Trees. The applicant will be providing additional landscaping behind the structure along with amenities such as grills and picnic tables.
5. The applicant is proposing one bike rack per unit, for a total of five (5) racks, whereas only three bike racks are required for the site.
6. A fire suppression system along with ten-foot (10') ceiling height on the first floor will be provided to allow future adaptability of the structure for commercial uses.

OTHER AGENCY COMMENTS:

PRE-DEVELOPMENT: There were three attendees at the Pre-Development Meeting and they asked questions pertaining to both 221 & 305 E. Boyd Street. Attendees asked for clarification of the proposed redevelopments, in particular, regarding the number of units and bedrooms as well as the location of the dumpster. They also wanted to know the reason for the CCPUD.

GREENBELT COMMISSION MEETING: No meeting was required for this application.

PARK BOARD: Parkland dedication is not required for this application.

PUBLIC WORKS: No Comments.

UTILITIES: The use of a shared dumpster at 305 E. Boyd will eliminate the numerous polycarts that would be required for service to this location. Recycling will be through regional recycling centers.

CONCLUSION: Staff forwards this request and Ordinance No. O-2324-18 to City Council for consideration.

At their October 12, 2023 meeting, Planning Commission recommended adoption of Ordinance No. O-2324-18 to City Council, by a vote of 4-2.

NOTE: To provide additional privacy for the residents, the applicant is proposing to increase the finished floor elevation from fourteen (14") to twenty-four (24"). The applicant has agreed to meet the adopted RBL for this district. A fire suppression system along with ten-foot (10') ceiling height on the first floor will be provided to allow future adaptability of the structure for commercial uses.

O-2324-18

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) AND THIRTY-ONE (31) OF STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (221 E. Boyd Street)

- § 1. WHEREAS, 208Apache, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the CCFBC, Center City Form-Based Code, and placed in the CCPUD, Center City Planned Unit Development; 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 36-201 of Chapter 36 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the CCFBC, Center City Form-Based Code, and place the same in the CCPUD, Center City Planned Unit Development, to wit:

A tract of land being Lot Twenty Eight (28), Twenty Nine (29), Thirty (30) and Thirty One (31) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:
Beginning at the Southeast corner of said Lot 31; Thence West a distance of 100 feet to the Southwest corner of said Lot 28; Thence North a distance of 139.95 feet to the Northwest corner of said Lot 28; Thence East a distance of 100 feet to the Northeast corner of said Lot 31; Thence South a distance of 139.95 feet to the Point of Beginning;

Said parcel of land contains 0.321 Acres or 13,995 Sq. Ft., more or less.

Ordinance No. O-2324-18
Page 2

- § 5. Further, pursuant to the provisions of Section 36-540 Appendix B 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 CCPUD Narrative and the Site Development Plan, considered by the Planning Commission on October 12, 2023, and supporting documentation submitted by the applicant and reviewed by the Planning Commission, and made a part hereof.

- § 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 _____, 2024.

NOT ADOPTED this _____ day of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

221 E Boyd St.

A Center City Planned Unit Development

Applicant: 208APACHE LLC

Application for:
Center City Planned Unit Development
Submitted September 1, 2023
Revised February 15, 2024

PREPARED BY:
RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

- A. Background and Intent
- B. Development Team

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permissible Uses
- B. Development Criteria
- C. CCFBC Variances

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Exterior Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by 208APACHE LLC (the “Applicant”) for the property located at 221 E. Boyd St., Norman, Oklahoma, more particularly described on Exhibit A (the “Property”). The Property contains approximately 0.321 acres. This CCPUD is intended to put forth the parameters for the development of the Property to allow for the construction of a multi-family structure with up to five (5) residential units with a maximum of four (4) bedrooms per unit. This CCPUD will allow for a relaxation of the CCFBC’s specific development and design criteria applicable to the Property in order to allow the Applicant to utilize the site for higher density multifamily structure with leasable units which are needed close to the University of Oklahoma campus, while maintaining adequate pervious coverage and parking on the Property.

B. **Development Team.** The Applicant and owner of the Property is 208APACHE LLC. The architect for the project is Nathan Lofties, with Creative Home Designs.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. **Location.** The Property is an approximately 13,995 square foot parcel located North of E. Boyd St. and West of the railroad right-of-way. The specific location is illustrated on the Site Development Plan, attached hereto as Exhibit B.

B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District, Urban General BFS. The Property is currently vacant.

C. **Elevation and Topography.** The Property is essentially flat with little to no elevation change throughout.

D. **Drainage.** The Property is generally flat and drains to Boyd Street and the alleyway on the North.

E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures. Fire suppression systems, such as, by way of example, fire sprinklers and/or U305 fire rated walls, will be included on portions of the initial construction to permit possible commercial adaptability of the ground floor units. Additionally, the applicant has agreed to elevated ground floor ceilings to allow for future commercial adaptability of the ground floor, by providing adequate space for future commercial users to install additional fire

suppression materials, improvements, and systems to protect residential units on the upper floors from future commercial uses on the ground floor.

- G. **Traffic Circulation and Access.** Boyd Street is located on the South boundary of the Property and the public alleyway is located along the North boundary of the Property. Vehicle access is currently gained from an existing driveway off of Boyd Street, which will be removed under this CCPUD. The public sidewalk is located along Boyd Street. Traffic access and circulation will be allowed in the manner depicted on the Site Development Plan. The Property will be accessed from the alley.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to adjustments or modifications allowed pursuant to Appendix B, Section 520(F), Administration, of the CCFBC, as may be amended from time to time.

A. **Allowable Uses.**

A list of the allowable uses for the Property is attached hereto as **Exhibit C**.

B. **Development Criteria.**

1. **Siting.** The proposed Site Development Plan for the Property is concurrently submitted with this CCPUD as **Exhibit B** and shall be incorporated herein as an integral part of this CCPUD. The Property shall be developed in substantial conformance with the Site Development Plan, subject to adjustments or modifications allowed pursuant to Appendix B Section 520(F), Administration, of the CCFBC, as may be amended from time to time. The Required Building Line (“**RBL**”) along the Property’s Boyd Street frontage shall comply with the applicable provisions of the CCFBC for this Property, as may be amended from time to time.
2. **Building Height.** The buildings to be constructed on the Property are planned to be three (3) stories, as shown on the proposed elevations attached as **Exhibit D**. As shown on the proposed elevations, the finished floor height may be raised up to 24”. Additionally, the ground floor ceiling height shall be a minimum of ten (10’) feet to permit future commercial adaptability of the ground floor units.
3. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. Exterior materials shall comply with the requirements of Section 402(J), Architectural Materials (exteriors), of the CCFBC, as may be amended from time to time. Fenestration is only required

along Boyd Street frontage. Fenestration for Boyd Street frontage shall be a minimum of 33% on ground story and 20% for upper stories. To break down the scale of the buildings and provide a better pedestrian experience, the facades along Boyd Street will have at least two different materials, a ground story configuration different from the upper story and at least 2 different bay configurations. The Boyd Street RBL shall have an offset depth of a maximum of 60 inches behind the RBL to accommodate the proposed recessed doors and stoops.

4. **Sanitation.** A trash dumpster to be installed at 305 E. Boyd will be shared by this Property.
5. **Signage.** All signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter.
6. **Traffic access and sidewalks.** Traffic circulation and access to the Property shall be allowed in the manner shown on the Site Development Plan. In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights shall not be required along the Property's Boyd Street frontage.
7. **Lighting.** The project shall comply with the requirements of the CCFBC under Section 402(O), Lighting & Mechanical, as amended thereafter.
8. **Open Space.** Open space will be located on the Property in the locations depicted on the attached Site Development Plan. Consistent with the Property's CCFBC designation of Urban General, the Property shall have a maximum of 85% impervious coverage. Open space areas are allowed to be located in noncontiguous areas on the Property.
9. **Parking.** Parking is provided in the manner shown on the attached Site Development Plan. The Applicant will provide one parking space per bedroom. Additionally, three (3) off-site spaces will be provided on the Property for 305 E Boyd Street. One bike rack per unit will be provided as shown on the Site Development Plan.
10. **Landscaping.** In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights will not be required for development of the Property under this CCPUD. Landscaping will be provided in substantial compliance with the Site Development Plan. Final landscaping types, quantities, and locations may change during final design and construction. Any trees to be planted shall be of a species that is listed in Section 506 of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman Ordinance, or appropriate City of Norman staff member.

11. Drainage. The Property will meet or exceed all applicable drainage ordinances. Drainage will be directed into the existing storm sewer main on Boyd Street and to the alleyway on the north of the Property.

12. Fencing. Fencing with a maximum height of eight (8') feet is permissible but not required on the Property.

C. CCFBC Variances.

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the variances sought from the CCFBC follows:

1. **Four Bedrooms Per Unit.** Each unit is allowed to contain a maximum of four bedrooms as this is an area that is appropriate for added density. This CCPUD will allow for a development that can provide thoughtfully designed residential units closely located to the University of Oklahoma, which is much needed.
2. **Streetscape.** Street trees and streetlights will not be required on this Property. This will help keep the Boyd streetscape pedestrian friendly due to the proximity of the RBL to the right-of-way and the existence of driveways on other properties on this block. Bike racks will be installed on the Property.
3. **Open Space.** Open space areas are not required to be contiguous on the Property.
4. **Elements.** An additional 36 inches of offset from the Boyd Street RBL is being requested to allow the proposed recessed entries and covered stoops for a total maximum offset depth of five (5') feet. Additionally, the finished floor height may be raised up to 24".

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

LOT 29A
STATE UNIVERSITY ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA

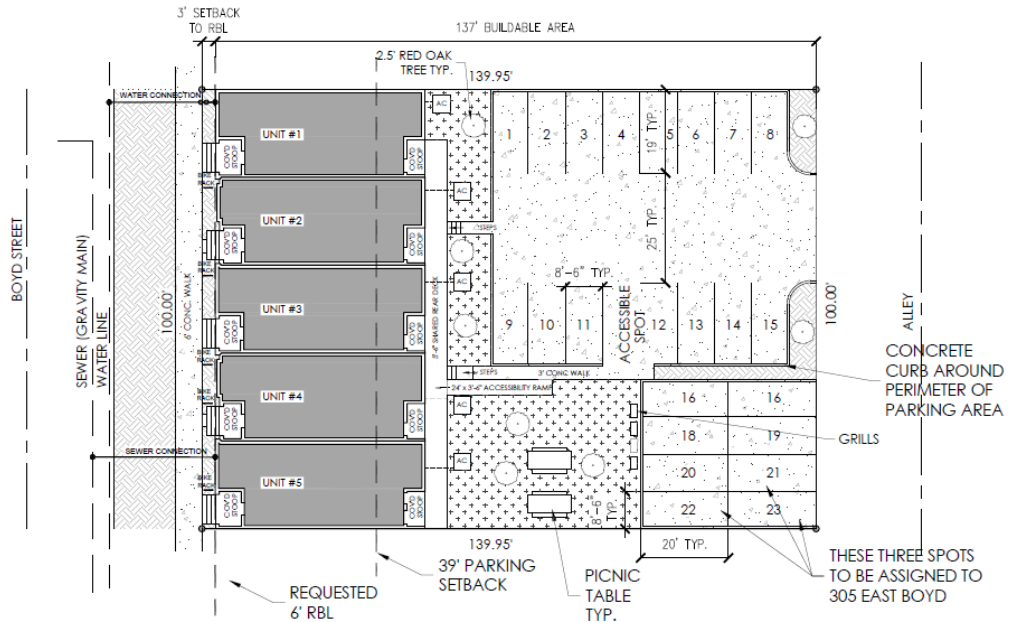
A tract of land being Lot Twenty Eight (28), Twenty Nine (29), Thirty (30) and Thirty One (31) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

*Beginning at the Southeast corner of said Lot 31;
Thence West a distance of 100 feet to the Southwest corner of said Lot 28;
Thence North a distance of 139.95 feet to the Northwest corner of said Lot 28;
Thence East a distance of 100 feet to the Northeast corner of said Lot 31;
Thence South a distance of 139.95 feet to the Point of Beginning;*

Said parcel of land contains 0.321 Acres or 13,995 Sq. Ft., more or less.

EXHIBIT B

PROPOSED SITE DEVELOPMENT PLAN
Full Size PDF Documents Submitted to City Staff



TOTAL BUILDABLE AREA-	13,701 SQ FT	
PRIVATE OPEN AREA (EXCLUDING BALCONIES)- REMAINING PRIVATE OPEN AREA TO BE SATISFIED BY THE 2ND FLOOR BALCONIES (THERE IS 862 SQ FT OF BALCONIES ON BUILDING)-	1,996 SQ FT	14.57 %
	862 SQ FT	6.43 %
TOTAL PRIVATE OPEN AREA (INCLUDES THREE BALCONIES)-	2,858 SQ FT	20.84 %
TOTAL LOT SIZE-	13,995 SQ FT	
MAIN BUILDING (INCLUDING STOOPS AND SHARED DECK)-	5,331 SQ FT	38.09 %
CONCRETE PARKING-	5,809 SQ FT	46.37 %
CONCRETE WALKWAYS/RAMP-	262 SQ FT	1.87 %
AC PADS-	80 SQ FT	0.57 %
TOTAL LOT COVERAGE-	11,482 SQ FT	82.04 %

221 EAST BOYD
 CLEVELAND COUNTY, NORMAN, OKLAHOMA

23 PARKING SPOTS

- CONCRETE
- PRIVATE OPEN AREA
- SOD



1 SITE PLAN
 SCALE: 1" = 20'

EXHIBIT C ALLOWABLE USES

Allowable Uses:

Ground Story:

The Ground Story may house commerce, professional services or residential uses.

Upper Stories:

The Upper Stories may only house Residential or Commerce uses. No restaurant or retail sales uses shall be allowed in Upper Stories unless they are second story extensions equal to or less than the area of the Ground Story use. No commerce use, except for permitted rooftop restaurants, is permitted above a residential use. Additional habitable space is permitted within the roof where the roof is configured as an attic story.

Residential Dwelling Units:

The Property may contain five (5) units with a maximum of four (4) bedrooms per unit, totaling twenty (20) bedrooms on the Property.

Use Table

The use table included below, as may be amended from time to time, identifies the uses allowed within this CCPUD. References to Additional Regulations refer to provisions of the CCFBC (as such may be amended from time to time) and shall be applied to the Property if such use is requested on the Property, except that no additional regulations will be applied to any Residential Uses on the Property.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions		✓	Sec. 704.C.

Key: ✓= Permitted Blank Cell = Not Permitted

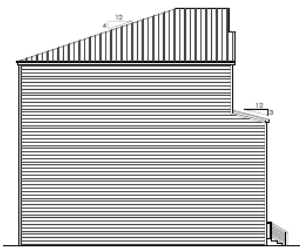
EXHIBIT D
PROPOSED EXTERIOR ELEVATIONS
Full Size PDF Documents Submitted to City Staff



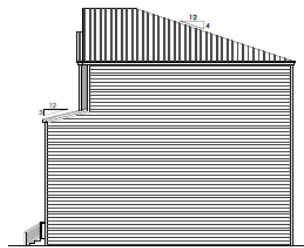
FRONT ELEVATION OF ENTIRE BUILDING
1/8"=1'-0"



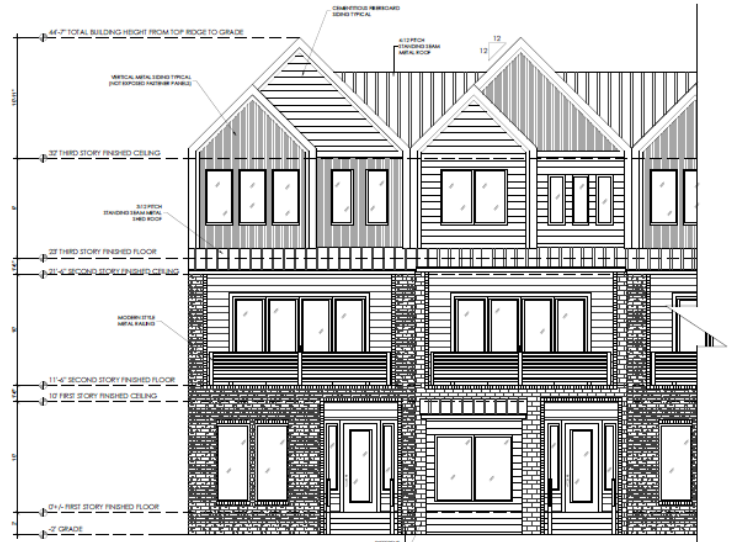
REAR ELEVATION OF ENTIRE BUILDING
1/8"=1'-0"



LEFT ELEVATION
1/8"=1'-0"



RIGHT ELEVATION
1/8"=1'-0"



UNIT #1
GROUND STORY
PENETRATION: 33.91%

UNIT #2
GROUND STORY
PENETRATION: 39%

TOTAL BUILDING

FRONT ELEVATION OF TWO TYPICAL UNITS
1/4"=1'-0"

221 E Boyd St.

A Center City Planned Unit Development

Applicant: 208APACHE LLC

Application for:

Center City Planned Unit Development

Submitted September 1, 2023

Revised ~~September 27, 2023~~ [February 15, 2024](#)

PREPARED BY:

RIEGER LAW GROUP PLLC

136 Thompson Drive

Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

- A. Background and Intent
- B. Development Team

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permissible Uses
- B. Development Criteria
- C. CCFBC Variances

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Exterior Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by 208APACHE LLC (the “Applicant”) for the property located at 221 E. Boyd St., Norman, Oklahoma, more particularly described on **Exhibit A** (the “Property”). The Property contains approximately 0.321 acres. This CCPUD is intended to put forth the parameters for the development of the Property to allow for the construction of a multi-family structure with up to five (5) residential units with a maximum of four (4) bedrooms per unit. This CCPUD will allow for a relaxation of the CCFBC’s specific development and design criteria applicable to the Property in order to allow the Applicant to utilize the site for higher density multifamily structure with leasable units which are needed close to the University of Oklahoma campus, while maintaining adequate pervious coverage and parking on the Property.

B. **Development Team.** The Applicant and owner of the Property is 208APACHE LLC. The architect for the project is Nathan Lofties, with Creative Home Designs.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. **Location.** The Property is an approximately 13,995 square foot parcel located North of E. Boyd St. and West of the railroad right-of-way. The specific location is illustrated on the Site Development Plan, attached hereto as **Exhibit B**.

B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District, Urban General BFS. The Property is currently vacant.

C. **Elevation and Topography.** The Property is essentially flat with little to no elevation change throughout.

D. **Drainage.** The Property is generally flat and drains to Boyd Street and the alleyway on the North.

E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures. Fire suppression systems, such as, by way of example, fire sprinklers and/or U305 fire rated walls, will be included on portions of the initial construction to permit possible commercial adaptability of the ground floor units. Additionally, the applicant has agreed to elevated ground floor ceilings to allow for future commercial adaptability of the ground floor, by providing adequate space for future commercial users to install additional fire

[suppression materials, improvements, and systems to protect residential units on the upper floors from future commercial uses on the ground floor.](#)

- G. **Traffic Circulation and Access.** Boyd Street is located on the South boundary of the Property and the public alleyway is located along the North boundary of the Property. Vehicle access is currently gained from an existing driveway off of Boyd Street, which will be removed under this CCPUD. The public sidewalk is located along Boyd Street. Traffic access and circulation will be allowed in the manner depicted on the Site Development Plan. The Property will be accessed from the alley.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to adjustments or modifications allowed pursuant to Appendix B, Section 520(F), Administration, of the CCFBC, as may be amended from time to time.

A. **Allowable Uses.**

A list of the allowable uses for the Property is attached hereto as **Exhibit C**.

B. **Development Criteria.**

1. **Siting.** The proposed Site Development Plan for the Property is concurrently submitted with this CCPUD as **Exhibit B** and shall be incorporated herein as an integral part of this CCPUD. The Property shall be developed in substantial conformance with the Site Development Plan, subject to adjustments or modifications allowed pursuant to Appendix B Section 520(F), Administration, of the CCFBC, as may be amended from time to time. The Required Building Line (“RBL”) along the Property’s Boyd Street frontage shall ~~be six (6’) feet from comply with the front property line as shown on~~[applicable provisions of the attached Site Development Plan](#)CCFBC for this Property, as may be amended from time to time.
2. **Building Height.** The buildings to be constructed on the Property are planned to be three (3) stories, as shown on the proposed elevations attached as **Exhibit D**. As shown on the proposed elevations, the finished floor height may be raised up to ~~36’-24”~~[. Additionally, the ground floor ceiling height shall be a minimum of ten \(10’\) feet to permit future commercial adaptability of the ground floor units.](#)
3. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. Exterior materials shall comply with the

requirements of Section 402(J), Architectural Materials (exteriors), of the CCFBC, as may be amended from time to time. Fenestration is only required along Boyd Street frontage. Fenestration for Boyd Street frontage shall be a minimum of 33% on ground story and 20% for upper stories. To break down the scale of the buildings and provide a better pedestrian experience, the facades along Boyd Street will have at least two different materials, a ground story configuration different from the upper story and at least 2 different bay configurations. The Boyd Street RBL shall have an offset depth of a maximum of 60 inches behind the RBL to accommodate the proposed recessed doors and stoops.

4. **Sanitation.** A trash dumpster to be installed at 305 E. Boyd will be shared by this Property.
5. **Signage.** All signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter.
6. **Traffic access and sidewalks.** Traffic circulation and access to the Property shall be allowed in the manner shown on the Site Development Plan. In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights shall not be required along the Property's Boyd Street frontage.
7. **Lighting.** The project shall comply with the requirements of the CCFBC under Section 402(O), Lighting & Mechanical, as amended thereafter.
8. **Open Space.** Open space will be located on the Property in the locations depicted on the attached Site Development Plan. Consistent with the Property's CCFBC designation of Urban General, the Property shall have a maximum of 85% impervious coverage. Open space areas are allowed to be located in noncontiguous areas on the Property.
9. **Parking.** Parking is provided in the manner shown on the attached Site Development Plan. The Applicant will provide one parking space per bedroom. Additionally, three (3) off-site spaces will be provided on the Property for 305 E Boyd Street. One bike rack per unit will be provided as shown on the Site Development Plan.
10. **Landscaping.** In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights will not be required for development of the Property under this CCPUD. Landscaping will be provided in substantial compliance with the Site Development Plan. Final landscaping types, quantities, and locations may change during final design and construction. Any trees to be planted shall be of a species that is listed in Section 506 of the CCFBC, as

amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman Ordinance, or appropriate City of Norman staff member.

11. **Drainage.** The Property will meet or exceed all applicable drainage ordinances. Drainage will be directed into the existing storm sewer main on Boyd Street and to the alleyway on the north of the Property.
12. **Fencing.** Fencing with a maximum height of eight (8') feet is permissible but not required on the Property.

C. CCFBC Variances.

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the variances sought from the CCFBC follows:

- ~~1.~~ **RBL Modification.** ~~The RBL has been modified to six (6') feet due to the presence of overhead powerlines and to provide the residents with additional privacy from the adjacent public right-of-way. The adjustment also ensures that front doors will not encroach within the public right-of-way.~~
- ~~2.~~**1.Four Bedrooms Per Unit.** Each unit is allowed to contain a maximum of four bedrooms as this is an area that is appropriate for added density. This CCPUD will allow for a development that can provide thoughtfully designed residential units closely located to the University of Oklahoma, which is much needed.
- ~~3.~~**2.Streetscape.** Street trees and streetlights will not be required on this Property. This will help keep the Boyd streetscape pedestrian friendly due to the proximity of the RBL to the right-of-way and the existence of driveways on other properties on this block. Bike racks will be installed on the Property.
- ~~4.~~**3.Open Space.** Open space areas are not required to be contiguous on the Property.
- ~~5.~~**4.Elements.** An additional 36 inches of offset from the Boyd Street RBL is being requested to allow the proposed recessed entries and covered stoops for a total maximum offset depth of five (5') feet. Additionally, the finished floor height may be raised up to 24".

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

LOT 29A
STATE UNIVERSITY ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA

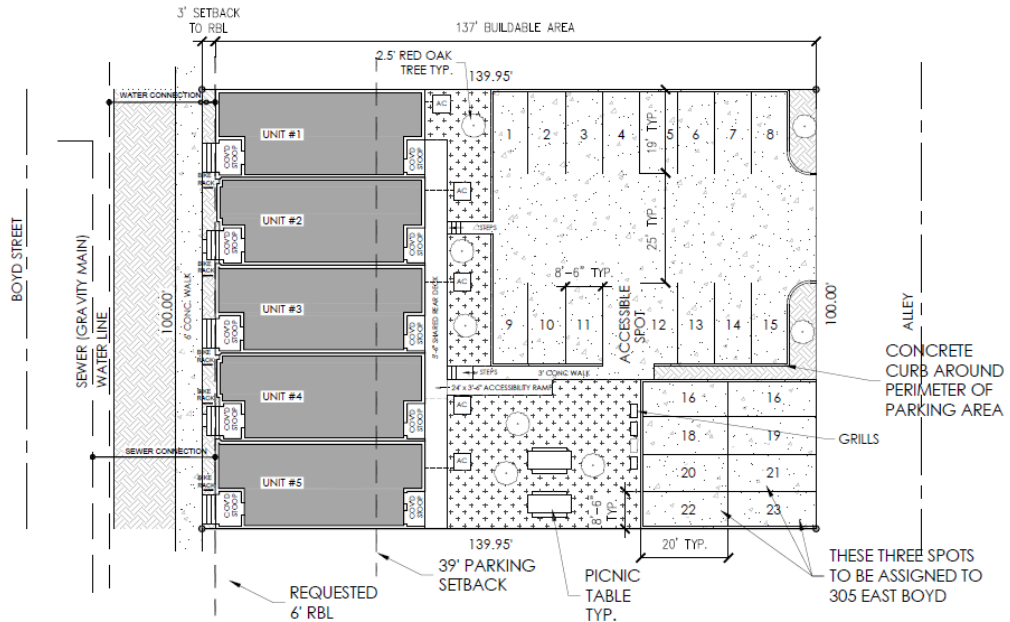
A tract of land being Lot Twenty Eight (28), Twenty Nine (29), Thirty (30) and Thirty One (31) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

*Beginning at the Southeast corner of said Lot 31;
Thence West a distance of 100 feet to the Southwest corner of said Lot 28;
Thence North a distance of 139.95 feet to the Northwest corner of said Lot 28;
Thence East a distance of 100 feet to the Northeast corner of said Lot 31;
Thence South a distance of 139.95 feet to the Point of Beginning;*

Said parcel of land contains 0.321 Acres or 13,995 Sq. Ft., more or less.

EXHIBIT B

PROPOSED SITE DEVELOPMENT PLAN
Full Size PDF Documents Submitted to City Staff



TOTAL BUILDABLE AREA-	13,701 SQ FT	
PRIVATE OPEN AREA (EXCLUDING BALCONIES)- REMAINING PRIVATE OPEN AREA TO BE SATISFIED BY THE 2ND FLOOR BALCONIES (THERE IS 862 SQ FT OF BALCONIES ON BUILDING)-	1,996 SQ FT	14.57 %
	862 SQ FT	6.43 %
TOTAL PRIVATE OPEN AREA (INCLUDES THREE BALCONIES)-	2,858 SQ FT	20.84 %
TOTAL LOT SIZE-	13,995 SQ FT	
MAIN BUILDING (INCLUDING STOOPS AND SHARED DECK)-	5,331 SQ FT	38.09 %
CONCRETE PARKING-	5,809 SQ FT	46.37 %
CONCRETE WALKWAYS/RAMP-	262 SQ FT	1.87 %
AC PADS-	80 SQ FT	0.57 %
TOTAL LOT COVERAGE-	11,482 SQ FT	82.04 %

221 EAST BOYD
 CLEVELAND COUNTY, NORMAN, OKLAHOMA

23 PARKING SPOTS

- CONCRETE
- PRIVATE OPEN AREA
- SOD



1 SITE PLAN
 SCALE: 1" = 20'

EXHIBIT C ALLOWABLE USES

Allowable Uses:

Ground Story:

The Ground Story may house commerce, professional services or residential uses.

Upper Stories:

The Upper Stories may only house Residential or Commerce uses. No restaurant or retail sales uses shall be allowed in Upper Stories unless they are second story extensions equal to or less than the area of the Ground Story use. No commerce use, except for permitted rooftop restaurants, is permitted above a residential use. Additional habitable space is permitted within the roof where the roof is configured as an attic story.

Residential Dwelling Units:

The Property may contain five (5) units with a maximum of four (4) bedrooms per unit, totaling twenty (20) bedrooms on the Property.

Use Table

The use table included below, as may be amended from time to time, identifies the uses allowed within this CCPUD. References to Additional Regulations refer to provisions of the CCFBC (as such may be amended from time to time) and shall be applied to the Property if such use is requested on the Property, except that no additional regulations will be applied to any Residential Uses on the Property.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions		✓	Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

221 E Boyd St.

A Center City Planned Unit Development

Applicant: 208APACHE LLC

Application for:

Center City Planned Unit Development

Submitted September 1, 2023

Revised December 7, 2023

PREPARED BY:

RIEGER LAW GROUP PLLC

136 Thompson Drive

Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

- A. Background and Intent
- B. Development Team

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permissible Uses
- B. Development Criteria
- C. CCFBC Variances

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Exterior Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by 208APACHE LLC (the “Applicant”) for the property located at 221 E. Boyd St., Norman, Oklahoma, more particularly described on Exhibit A (the “Property”). The Property contains approximately 0.321 acres. This CCPUD is intended to put forth the parameters for the development of the Property to allow for the construction of a multi-family structure with up to five (5) residential units with a maximum of four (4) bedrooms per unit. This CCPUD will allow for a relaxation of the CCFBC’s specific development and design criteria applicable to the Property in order to allow the Applicant to utilize the site for higher density multifamily structure with leasable units which are needed close to the University of Oklahoma campus, while maintaining adequate pervious coverage and parking on the Property.

B. **Development Team.** The Applicant and owner of the Property is 208APACHE LLC. The architect for the project is Nathan Lofties, with Creative Home Designs.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. **Location.** The Property is an approximately 13,995 square foot parcel located North of E. Boyd St. and West of the railroad right-of-way. The specific location is illustrated on the Site Development Plan, attached hereto as Exhibit B.
- B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District, Urban General BFS. The Property is currently vacant.
- C. **Elevation and Topography.** The Property is essentially flat with little to no elevation change throughout.
- D. **Drainage.** The Property is generally flat and drains to Boyd Street and the alleyway on the North.
- E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.
- F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures. Fire suppression systems, such as, by way of example, fire sprinklers and/or U305 fire rated walls, will be included on portions of the initial construction to permit possible commercial adaptability of the ground floor units.

- G. **Traffic Circulation and Access.** Boyd Street is located on the South boundary of the Property and the public alleyway is located along the North boundary of the Property. Vehicle access is currently gained from an existing driveway off of Boyd Street, which will be removed under this CCPUD. The public sidewalk is located along Boyd Street. Traffic access and circulation will be allowed in the manner depicted on the Site Development Plan. The Property will be accessed from the alley.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to adjustments or modifications allowed pursuant to Appendix B, Section 520(F), Administration, of the CCFBC, as may be amended from time to time.

A. Allowable Uses.

A list of the allowable uses for the Property is attached hereto as **Exhibit C**.

B. Development Criteria.

1. **Siting.** The proposed Site Development Plan for the Property is concurrently submitted with this CCPUD as **Exhibit B** and shall be incorporated herein as an integral part of this CCPUD. The Property shall be developed in substantial conformance with the Site Development Plan, subject to adjustments or modifications allowed pursuant to Appendix B Section 520(F), Administration, of the CCFBC, as may be amended from time to time. The Required Building Line (“RBL”) along the Property’s Boyd Street frontage shall comply with the applicable provisions of the CCFBC for this Property, as may be amended from time to time.
2. **Building Height.** The buildings to be constructed on the Property are planned to be three (3) stories, as shown on the proposed elevations attached as **Exhibit D**. As shown on the proposed elevations, the finished floor height may be raised up to 24”. Additionally, the ground floor ceiling height may be up to ten (10’) feet to permit future commercial adaptability of the ground floor units.
3. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. Exterior materials shall comply with the requirements of Section 402(J), Architectural Materials (exteriors), of the CCFBC, as may be amended from time to time. Fenestration is only required along Boyd Street frontage. Fenestration for Boyd Street frontage shall be a minimum of 33% on ground story and 20% for upper stories. To break down the scale of the buildings and provide a better pedestrian experience, the facades

along Boyd Street will have at least two different materials, a ground story configuration different from the upper story and at least 2 different bay configurations. The Boyd Street RBL shall have an offset depth of a maximum of 60 inches behind the RBL to accommodate the proposed recessed doors and stoops.

4. **Sanitation.** A trash dumpster to be installed at 305 E. Boyd will be shared by this Property.
5. **Signage.** All signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter.
6. **Traffic access and sidewalks.** Traffic circulation and access to the Property shall be allowed in the manner shown on the Site Development Plan. In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights shall not be required along the Property's Boyd Street frontage.
7. **Lighting.** The project shall comply with the requirements of the CCFBC under Section 402(O), Lighting & Mechanical, as amended thereafter.
8. **Open Space.** Open space will be located on the Property in the locations depicted on the attached Site Development Plan. Consistent with the Property's CCFBC designation of Urban General, the Property shall have a maximum of 85% impervious coverage. Open space areas are allowed to be located in noncontiguous areas on the Property.
9. **Parking.** Parking is provided in the manner shown on the attached Site Development Plan. The Applicant will provide one parking space per bedroom. Additionally, three (3) off-site spaces will be provided on the Property for 305 E Boyd Street. One bike rack per unit will be provided as shown on the Site Development Plan.
10. **Landscaping.** In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights will not be required for development of the Property under this CCPUD. Landscaping will be provided in substantial compliance with the Site Development Plan. Final landscaping types, quantities, and locations may change during final design and construction. Any trees to be planted shall be of a species that is listed in Section 506 of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman Ordinance, or appropriate City of Norman staff member.

11. Drainage. The Property will meet or exceed all applicable drainage ordinances. Drainage will be directed into the existing storm sewer main on Boyd Street and to the alleyway on the north of the Property.

12. Fencing. Fencing with a maximum height of eight (8') feet is permissible but not required on the Property.

C. CCFBC Variances.

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the variances sought from the CCFBC follows:

1. **Four Bedrooms Per Unit.** Each unit is allowed to contain a maximum of four bedrooms as this is an area that is appropriate for added density. This CCPUD will allow for a development that can provide thoughtfully designed residential units closely located to the University of Oklahoma, which is much needed.
2. **Streetscape.** Street trees and streetlights will not be required on this Property. This will help keep the Boyd streetscape pedestrian friendly due to the proximity of the RBL to the right-of-way and the existence of driveways on other properties on this block. Bike racks will be installed on the Property.
3. **Open Space.** Open space areas are not required to be contiguous on the Property.
4. **Elements.** An additional 36 inches of offset from the Boyd Street RBL is being requested to allow the proposed recessed entries and covered stoops for a total maximum offset depth of five (5') feet. Additionally, the finished floor height may be raised up to 24".

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

LOT 29A
STATE UNIVERSITY ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA

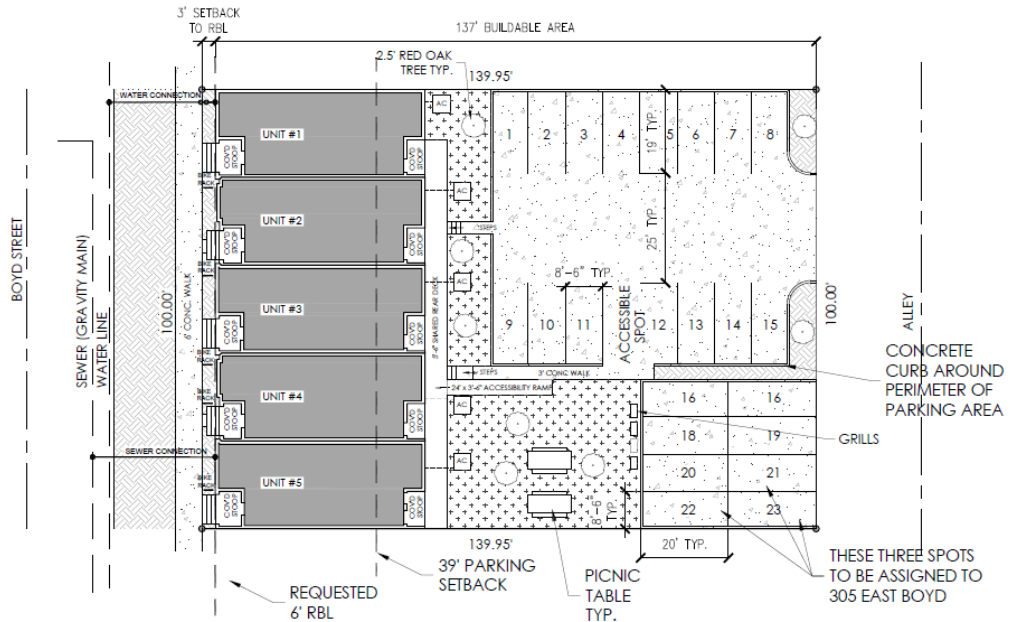
A tract of land being Lot Twenty Eight (28), Twenty Nine (29), Thirty (30) and Thirty One (31) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

*Beginning at the Southeast corner of said Lot 31;
Thence West a distance of 100 feet to the Southwest corner of said Lot 28;
Thence North a distance of 139.95 feet to the Northwest corner of said Lot 28;
Thence East a distance of 100 feet to the Northeast corner of said Lot 31;
Thence South a distance of 139.95 feet to the Point of Beginning;*

Said parcel of land contains 0.321 Acres or 13,995 Sq. Ft., more or less.

EXHIBIT B

PROPOSED SITE DEVELOPMENT PLAN
Full Size PDF Documents Submitted to City Staff



TOTAL BUILDABLE AREA-	13,701 SQ FT	
PRIVATE OPEN AREA (EXCLUDING BALCONIES)- REMAINING PRIVATE OPEN AREA TO BE SATISFIED BY THE 2ND FLOOR BALCONIES (THERE IS 862 SQ FT OF BALCONIES ON BUILDING)-	1,996 SQ FT	14.57 %
	862 SQ FT	6.43 %
TOTAL PRIVATE OPEN AREA (INCLUDES THREE BALCONIES)-	2,858 SQ FT	20.84 %
TOTAL LOT SIZE-	13,995 SQ FT	
MAIN BUILDING (INCLUDING STOOPS AND SHARED DECK)-	5,331 SQ FT	38.09 %
CONCRETE PARKING-	5,809 SQ FT	46.37 %
CONCRETE WALKWAYS/RAMP-	262 SQ FT	1.87 %
AC PADS-	80 SQ FT	0.57 %
TOTAL LOT COVERAGE-	11,482 SQ FT	82.04 %

221 EAST BOYD
 CLEVELAND COUNTY, NORMAN, OKLAHOMA

23 PARKING SPOTS

- CONCRETE
- PRIVATE OPEN AREA
- SOD



1 SITE PLAN
 SCALE: 1" = 20'

EXHIBIT C ALLOWABLE USES

Allowable Uses:

Ground Story:

The Ground Story may house commerce, professional services or residential uses.

Upper Stories:

The Upper Stories may only house Residential or Commerce uses. No restaurant or retail sales uses shall be allowed in Upper Stories unless they are second story extensions equal to or less than the area of the Ground Story use. No commerce use, except for permitted rooftop restaurants, is permitted above a residential use. Additional habitable space is permitted within the roof where the roof is configured as an attic story.

Residential Dwelling Units:

The Property may contain five (5) units with a maximum of four (4) bedrooms per unit, totaling twenty (20) bedrooms on the Property.

Use Table

The use table included below, as may be amended from time to time, identifies the uses allowed within this CCPUD. References to Additional Regulations refer to provisions of the CCFBC (as such may be amended from time to time) and shall be applied to the Property if such use is requested on the Property, except that no additional regulations will be applied to any Residential Uses on the Property.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions		✓	Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

EXHIBIT D

PROPOSED EXTERIOR ELEVATIONS

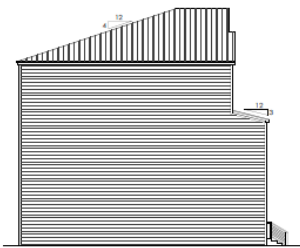
Full Size PDF Documents Submitted to City Staff



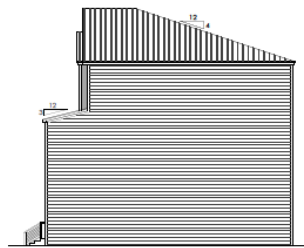
FRONT ELEVATION OF ENTIRE BUILDING
1/8"=1'-0"



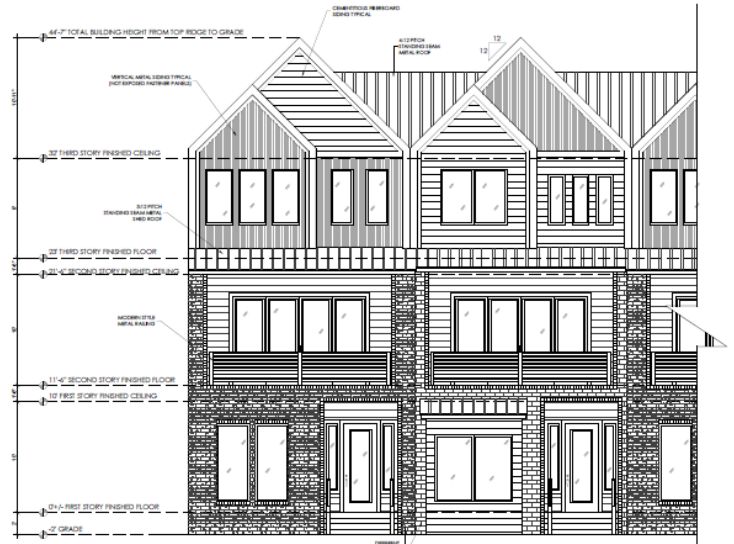
REAR ELEVATION OF ENTIRE BUILDING
1/8"=1'-0"



LEFT ELEVATION
1/8"=1'-0"



RIGHT ELEVATION
1/8"=1'-0"



UNIT #1
GROUND STORY
PENETRATION: 33.91%

UNIT #2
GROUND STORY
PENETRATION: 39%

TOTAL BUILDING

FRONT ELEVATION OF TWO TYPICAL UNITS
1/4"=1'-0"

ORDINANCE NO. O-2324-18

ITEM NO. 8

STAFF REPORT

GENERAL INFORMATION

APPLICANT	208Apache, L.L.C.
REQUESTED ACTION	Rezoning to CCPUD, Center City Planned Unit Development
EXISTING ZONING	Center City Form-Based Code, Urban General Frontage
SURROUNDING ZONING	North: CCFBC District, Urban Residential Frontage East: CCFBC District, Urban General Frontage South: University of Oklahoma West: CCFBC District, Urban General Frontage
LOCATION	221 E. Boyd Street
SIZE	0.321 acres, more or less
PURPOSE	Residential Townhomes
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Residential Apartments (under construction) and an existing multi-unit residential structure East: Residential Duplex South: University of Oklahoma West: Vacant single-family house
LAND USE PLAN DESIGNATION	Low Density Residential

REQUEST SUMMARY/CCFBC EXCEPTIONS:

This is a request to rezone the area located at 221 E. Boyd Street, designated as Center City Form Based Code District, to a Center City Planned Unit Development (CCPUD), as outlined in Appendix B of the Center City Form-Based Code.

The proposal for this site is to construct five (5) residential townhomes with each unit being allowed a maximum of four (4) bedrooms for a total of twenty (20) bedrooms for the site. Each three-story unit will have the living room and kitchen on the second floor with the first and the third floors each having two bedrooms. To provide additional privacy for the residents, the applicant is proposing the following: move the Required Building (RBL) to six (6') feet behind the property line, increase the finished floor elevation to thirty-six inches (36"), and provide recessed doors, stoops and balconies. The three-story, five-unit structure consists of a total area of 5,331 square feet, as illustrated on Exhibit B, Site Development Plan. Open space will be provided on the north side of the building and through front balconies of the individual units. A total of twenty-five (23) on-site parking spaces are provided as shown on the Site Plan. Three of the parking spaces are to be shared with the property at 305 E. Boyd Street.

BACKGROUND:

This is a CCPUD application moving forward to Planning Commission and City Council to request an amendment to the recently adopted Center City Form Based Code (CCFBC); many may not be aware of the extent and process that went into the preparation and review of the CCFBC; below is an overview for those not familiar with the process.

City Council approved a Memorandum of Understanding (MOU) between the City of Norman and the University of Oklahoma (OU) on January 14, 2014. The MOU set forth the terms and conditions that would govern the development of a Center City Master Plan/Visioning Project and outlined the responsibilities of the City of Norman and the University of Oklahoma.

The Center City Form-Based Code, which is the outcome of this Project, was generated and recommended through a Steering Committee. In addition, there was an Executive Subcommittee of the Steering Committee which was comprised of one representative from the City of Norman, one representative from the University of Oklahoma, and one citizen chosen jointly by the City of Norman and the University of Oklahoma.

The City Council moved forward with this project in cooperation with the University of Oklahoma for many reasons. Some of the reasons were that the current zoning regulations were not adequately handling the growing, modern demand for infill development in Norman's Center City area; that there was significant community disagreement about market-driven proposals for infill development; that the professional charrette process was the best technique available to articulate community-supported vision; and that building community support for a vision followed by development of land use regulations that allows the achievement of the vision will provide both community and investors' confidence and certainty. The results of the Charrette process became the foundation for an illustrated, well-articulated, community-supported vision for the future of the Center City area, Center City Form Based Code (CCFBC).

ZONING DISTRICTS INCLUDED IN THIS DOCUMENT:

Urban General – The basic urban street frontage, once common across the United States, purpose is to develop multi-story buildings placed directly at the sidewalk or behind small dooryards.

Urban Residential – Same as the Urban General except that the uses are limited to residential and related support services.

Urban Storefront – Represents the prototypical “main street” form with shopfronts along the sidewalk and a mix of uses above. A high level of pedestrian activity is anticipated. It is a subset of the Urban General frontage, with more specific requirements at the street level.

Detached – This frontage is represented by the traditional single-family house with small front, side and rear yards along tree-lined streets.

The CCFBC is composed of Building Form Standards and Public Space Standards mapped to a Regulating Plan.

Building Form Standards regulate simple things like: how far buildings are from sidewalks, how much window area at a minimum a building must have, how tall it is in relation to the width of the street, how accessible and welcoming front entrances are, and where a building's parking should be located. Building Form Standards require buildings to have windows and welcoming entries that contribute to life on the sidewalk and they require the placement of parking to the rear of buildings to ensure that it doesn't get between buildings and pedestrians. These standards require that buildings support and shape the public spaces of our city.

PARTICULARS OF THIS CCPUD:

The applicant is requesting this CCPUD in order to build five residential townhomes as illustrated on the attached drawings. The applicant is able to comply with many of CCFBC requirements. However, due to the applicant's desire to provide setback from Boyd Street and to allow for more bedrooms per unit, the applicant is requesting the following modifications to the Center City Form Based Code, as follows:

1. Move the Required Building Line (RBL) along Boyd Street from three feet (3') behind the property line to six feet (6') behind the property line. Staff would note that City Council adopted a new CCFBC Regulating Map on August 22, 2023 that moved the RBL from nine feet (9') to three feet (3'). This change became effective September 22, 2023. The applicant submitted for Planning Commission on September 1, 2023.
2. Allow a maximum of four (4) bedrooms per unit.
3. Increase the allowed offset from the RBL from twenty-four inches (24") to a maximum of sixty inches (60") to allow for recessed door, stoops, balconies and entry doors.
4. Eliminate the requirement for Street Trees. The applicant will be providing additional landscaping behind the structure along with amenities such as grills and picnic tables.
5. The applicant is proposing one bike rack per unit, for a total of five (5) racks, whereas only three bike racks are required for the site.

OTHER AGENCY COMMENTS:

PRE-DEVELOPMENT: There were three attendees at the Pre-Development Meeting and they asked questions pertaining to both 221 & 305 E. Boyd Street. Attendees asked for

clarification of the proposed redevelopments, in particular, regarding the number of unbedrooms as well as the location of the dumpster. They also wanted to know the reason for the CCPUD.

GREENBELT COMMISSION MEETING: No meeting was required for this application.

PARK BOARD: Parkland dedication is not required for this application.

PUBLIC WORKS: No Comments.

UTILITIES: The use of a shared dumpster at 305 E. Boyd will eliminate the numerous polycarts that would be required for service to this location. Recycling will be through regional recycling centers

CONCLUSION: Staff forwards this request and Ordinance No. O-2324-18 to Planning Commission for consideration and a recommendation to the City Council.

221 E Boyd St.

A Center City Planned Unit Development

Applicant: 208APACHE LLC

Application for:

Center City Planned Unit Development

Submitted September 1, 2023

Revised September 27, 2023

PREPARED BY:

RIEGER LAW GROUP PLLC

136 Thompson Drive

Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

- A. Background and Intent
- B. Development Team

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Drainage
- E. Utility Services
- F. Fire Protection Services
- G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permissible Uses
- B. Development Criteria
- C. CCFBC Variances

EXHIBITS

- A. Legal Description of the Property
- B. Site Development Plan
- C. Allowable Uses
- D. Exterior Elevations

I. INTRODUCTION

A. **Background and Intent.** This Center City Planned Unit Development (“CCPUD”) is proposed by 208APACHE LLC (the “Applicant”) for the property located at 221 E. Boyd St., Norman, Oklahoma, more particularly described on Exhibit A (the “Property”). The Property contains approximately 0.321 acres. This CCPUD is intended to put forth the parameters for the development of the Property to allow for the construction of a multi-family structure with up to five (5) residential units with a maximum of four (4) bedrooms per unit. This CCPUD will allow for a relaxation of the CCFBC’s specific development and design criteria applicable to the Property in order to allow the Applicant to utilize the site for higher density multifamily structure with leasable units which are needed close to the University of Oklahoma campus, while maintaining adequate pervious coverage and parking on the Property.

B. **Development Team.** The Applicant and owner of the Property is 208APACHE LLC. The architect for the project is Nathan Lofties, with Creative Home Designs.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. **Location.** The Property is an approximately 13,995 square foot parcel located North of E. Boyd St. and West of the railroad right-of-way. The specific location is illustrated on the Site Development Plan, attached hereto as Exhibit B.

B. **Existing Land Use and Zoning.** The Property is located in the Center City Form Based Code (“CCFBC”) District, Urban General BFS. The Property is currently vacant.

C. **Elevation and Topography.** The Property is essentially flat with little to no elevation change throughout.

D. **Drainage.** The Property is generally flat and drains to Boyd Street and the alleyway on the North.

E. **Utility Services.** All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended by the Applicant, as necessary.

F. **Fire Protection Services.** Fire protection services will be provided by the City of Norman Fire Department and by the owner of the Property where required by building and fire protection codes in the structures.

G. **Traffic Circulation and Access.** Boyd Street is located on the South boundary of the Property and the public alleyway is located along the North boundary of the Property. Vehicle access is currently gained from an existing driveway off of Boyd Street, which will be removed under this CCPUD. The public sidewalk is located

along Boyd Street. Traffic access and circulation will be allowed in the manner depicted on the Site Development Plan. The Property will be accessed from the alley.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the terms of this CCPUD and the exhibits attached hereto and incorporated herein by reference, subject to adjustments or modifications allowed pursuant to Appendix B, Section 520(F), Administration, of the CCFBC, as may be amended from time to time.

A. Allowable Uses.

A list of the allowable uses for the Property is attached hereto as Exhibit C.

B. Development Criteria.

1. **Siting.** The proposed Site Development Plan for the Property is concurrently submitted with this CCPUD as Exhibit B and shall be incorporated herein as an integral part of this CCPUD. The Property shall be developed in substantial conformance with the Site Development Plan, subject to adjustments or modifications allowed pursuant to Appendix B Section 520(F), Administration, of the CCFBC, as may be amended from time to time. The Required Building Line (“**RBL**”) along the Property’s Boyd Street frontage shall be six (6’) feet from the front property line as shown on the attached Site Development Plan.
2. **Building Height.** The buildings to be constructed on the Property are planned to be three (3) stories, as shown on the proposed elevations attached as Exhibit D. As shown on the proposed elevations, the finished floor height may be raised up to 36”.
3. **Elements.** The Property shall be built in accordance with the terms of this CCPUD and the exhibits hereto. Exterior materials shall comply with the requirements of Section 402(J), Architectural Materials (exteriors), of the CCFBC, as may be amended from time to time. Fenestration is only required along Boyd Street frontage. Fenestration for Boyd Street frontage shall be a minimum of 33% on ground story and 20% for upper stories. To break down the scale of the buildings and provide a better pedestrian experience, the facades along Boyd Street will have at least two different materials, a ground story configuration different from the upper story and at least 2 different bay configurations. The Boyd Street RBL shall have an offset depth of a maximum of 60 inches behind the RBL to accommodate the proposed recessed doors and stoops.

4. **Sanitation.** A trash dumpster to be installed at 305 E. Boyd will be shared by this Property.
5. **Signage.** All signage for the Property shall comply with Section 402(N), Signage, of the CCFBC, as amended thereafter.
6. **Traffic access and sidewalks.** Traffic circulation and access to the Property shall be allowed in the manner shown on the Site Development Plan. In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights shall not be required along the Property's Boyd Street frontage.
7. **Lighting.** The project shall comply with the requirements of the CCFBC under Section 402(O), Lighting & Mechanical, as amended thereafter.
8. **Open Space.** Open space will be located on the Property in the locations depicted on the attached Site Development Plan. Consistent with the Property's CCFBC designation of Urban General, the Property shall have a maximum of 85% impervious coverage. Open space areas are allowed to be located in noncontiguous areas on the Property.
9. **Parking.** Parking is provided in the manner shown on the attached Site Development Plan. The Applicant will provide one parking space per bedroom. Additionally, three (3) off-site spaces will be provided on the Property for 305 E Boyd Street. One bike rack per unit will be provided as shown on the Site Development Plan.
10. **Landscaping.** In order to keep the streetscape pedestrian friendly and usable, street trees and streetlights will not be required for development of the Property under this CCPUD. Landscaping will be provided in substantial compliance with the Site Development Plan. Final landscaping types, quantities, and locations may change during final design and construction. Any trees to be planted shall be of a species that is listed in Section 506 of the CCFBC, as amended thereafter, or otherwise approved by the City of Norman Forester, City of Norman Ordinance, or appropriate City of Norman staff member.
11. **Drainage.** The Property will meet or exceed all applicable drainage ordinances. Drainage will be directed into the existing storm sewer main on Boyd Street and to the alleyway on the north of the Property.
12. **Fencing.** Fencing with a maximum height of eight (8') feet is permissible but not required on the Property.

C. **CCFBC Variances.**

The Property shall be developed in accordance with the terms of this CCPUD and the exhibits attached hereto and incorporated by reference. For convenience purposes, a summary of the variances sought from the CCFBC follows:

1. **RBL Modification**. The RBL has been modified to six (6') feet due to the presence of overhead powerlines and to provide the residents with additional privacy from the adjacent public right-of-way. The adjustment also ensures that front doors will not encroach within the public right-of-way.
2. **Four Bedrooms Per Unit**. Each unit is allowed to contain a maximum of four bedrooms as this is an area that is appropriate for added density. This CCPUD will allow for a development that can provide thoughtfully designed residential units closely located to the University of Oklahoma, which is much needed.
3. **Streetscape**. Street trees and streetlights will not be required on this Property. This will help keep the Boyd streetscape pedestrian friendly due to the proximity of the RBL to the right-of-way and the existence of driveways on other properties on this block. Bike racks will be installed on the Property.
4. **Open Space**. Open space areas are not required to be contiguous on the Property.
5. **Elements**. An additional 36 inches of offset from the Boyd Street RBL is being requested to allow the proposed recessed entries and covered stoops for a total maximum offset depth of five (5') feet.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

LOT 29A
STATE UNIVERSITY ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA

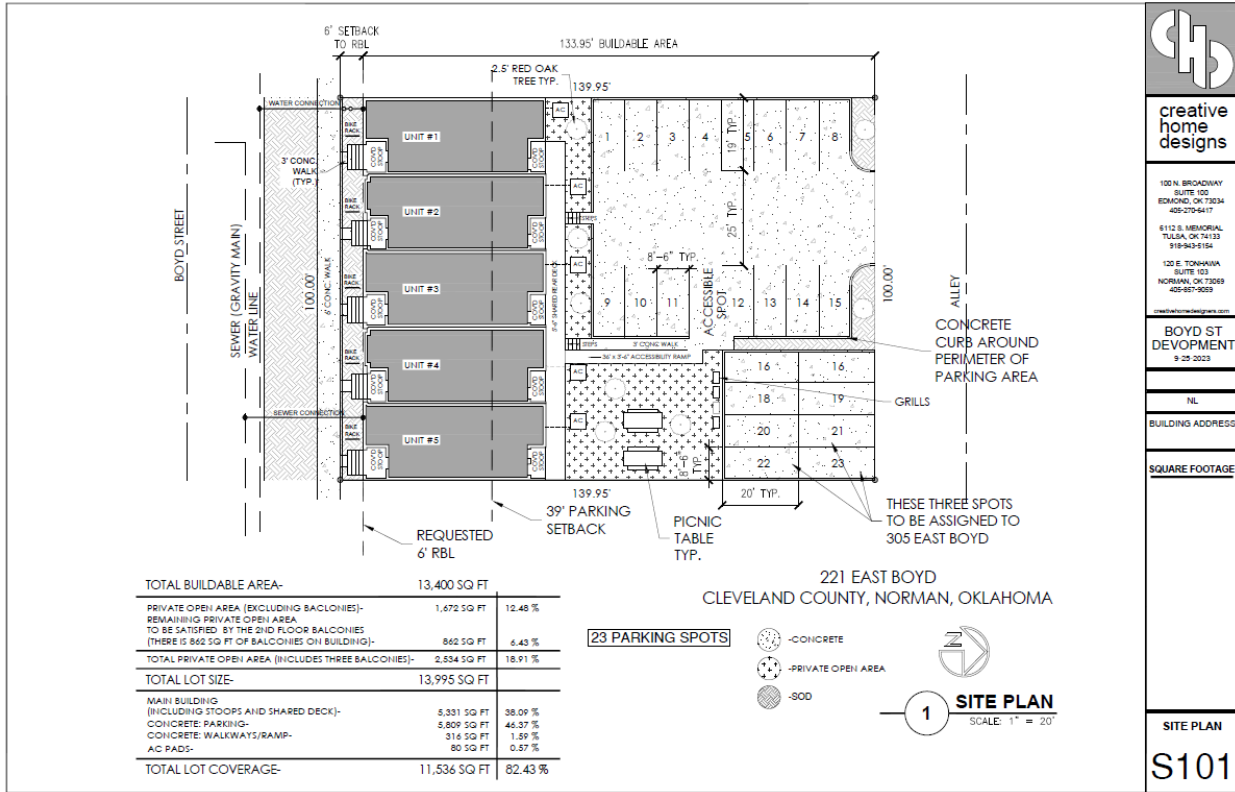
A tract of land being Lot Twenty Eight (28), Twenty Nine (29), Thirty (30) and Thirty One (31) of the State University Addition to Norman Cleveland County, Oklahoma and being more particularly described as follows:

*Beginning at the Southeast corner of said Lot 31;
Thence West a distance of 100 feet to the Southwest corner of said Lot 28;
Thence North a distance of 139.95 feet to the Northwest corner of said Lot 28;
Thence East a distance of 100 feet to the Northeast corner of said Lot 31;
Thence South a distance of 139.95 feet to the Point of Beginning;*

Said parcel of land contains 0.321 Acres or 13,995 Sq. Ft., more or less.

EXHIBIT B

PROPOSED SITE DEVELOPMENT PLAN Full Size PDF Documents Submitted to City Staff



creative home designs

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-8417

6112 S. MEMORIAL
TULSA, OK 74133
918-483-8164

130 E. TOMAHAWK
SUITE 103
NORMAN, OK 73069
405-887-9069

www.creativehomedesigns.com

BOYD ST DEVELOPMENT
9-25-2023

NL

BUILDING ADDRESS

SQUARE FOOTAGE

SITE PLAN

S101

EXHIBIT C **ALLOWABLE USES**

Allowable Uses:

Ground Story:

The Ground Story may house commerce, professional services or residential uses.

Upper Stories:

The Upper Stories may only house Residential or Commerce uses. No restaurant or retail sales uses shall be allowed in Upper Stories unless they are second story extensions equal to or less than the area of the Ground Story use. No commerce use, except for permitted rooftop restaurants, is permitted above a residential use. Additional habitable space is permitted within the roof where the roof is configured as an attic story.

Residential Dwelling Units:

The Property may contain five (5) units with a maximum of four (4) bedrooms per unit, totaling twenty (20) bedrooms on the Property.

Use Table

The use table included below, as may be amended from time to time, identifies the uses allowed within this CCPUD. References to Additional Regulations refer to provisions of the CCFBC (as such may be amended from time to time) and shall be applied to the Property if such use is requested on the Property, except that no additional regulations will be applied to any Residential Uses on the Property.

USE CATEGORY		Urban General		Additional Regulations
		Ground Story	Upper Story	
RESIDENTIAL	Household Living	✓	✓	Sec. 704.B.1-2; 704. J, K.
	Group Living		✓	
COMMERCE	Office	✓	✓	Sec. 704.D.1-2
	Overnight Lodging	✓	✓	Sec. 704.E.1-3
	Recreation/Entertainment	✓	✓	Sec. 704.F.1-5
	Vehicle Sales	✓	✓	Sec. 704.F.6
	Passenger Terminal	✓		
	Child Care Center	✓	✓	See Part 9. Definitions
	Family Day Care Home	✓	✓	See Part 9. Definitions
	Retail Sales & Service	✓	✓	Sec. 704.F.2, 6, 7
	Restaurant/Bar/Lounge/Tavern	✓	✓	Sec. 704.F.1-5
	Art Studio/Artisinal Manufacturing	✓	✓	Sec. 704.F.7
	Research & Development	✓	✓	
	Self-service storage		✓	
	Auto Repair	✓		Sec. 704.G.
CIVIC	See Part 9. Definitions		✓	Sec. 704.C.

Key: ✓ = Permitted Blank Cell = Not Permitted

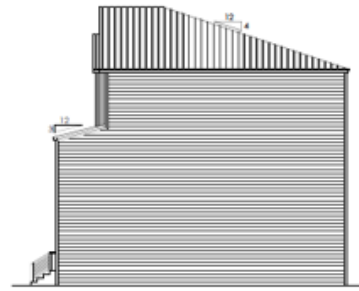
EXHIBIT D

PROPOSED EXTERIOR ELEVATIONS Full Size PDF Documents Submitted to City Staff



FRONT ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



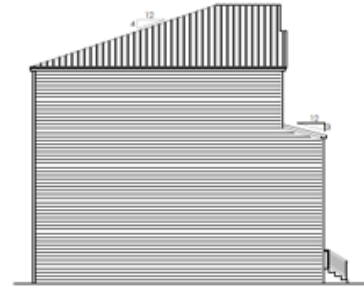
RIGHT ELEVATION

1/8"=1'-0"



REAR ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



LEFT ELEVATION

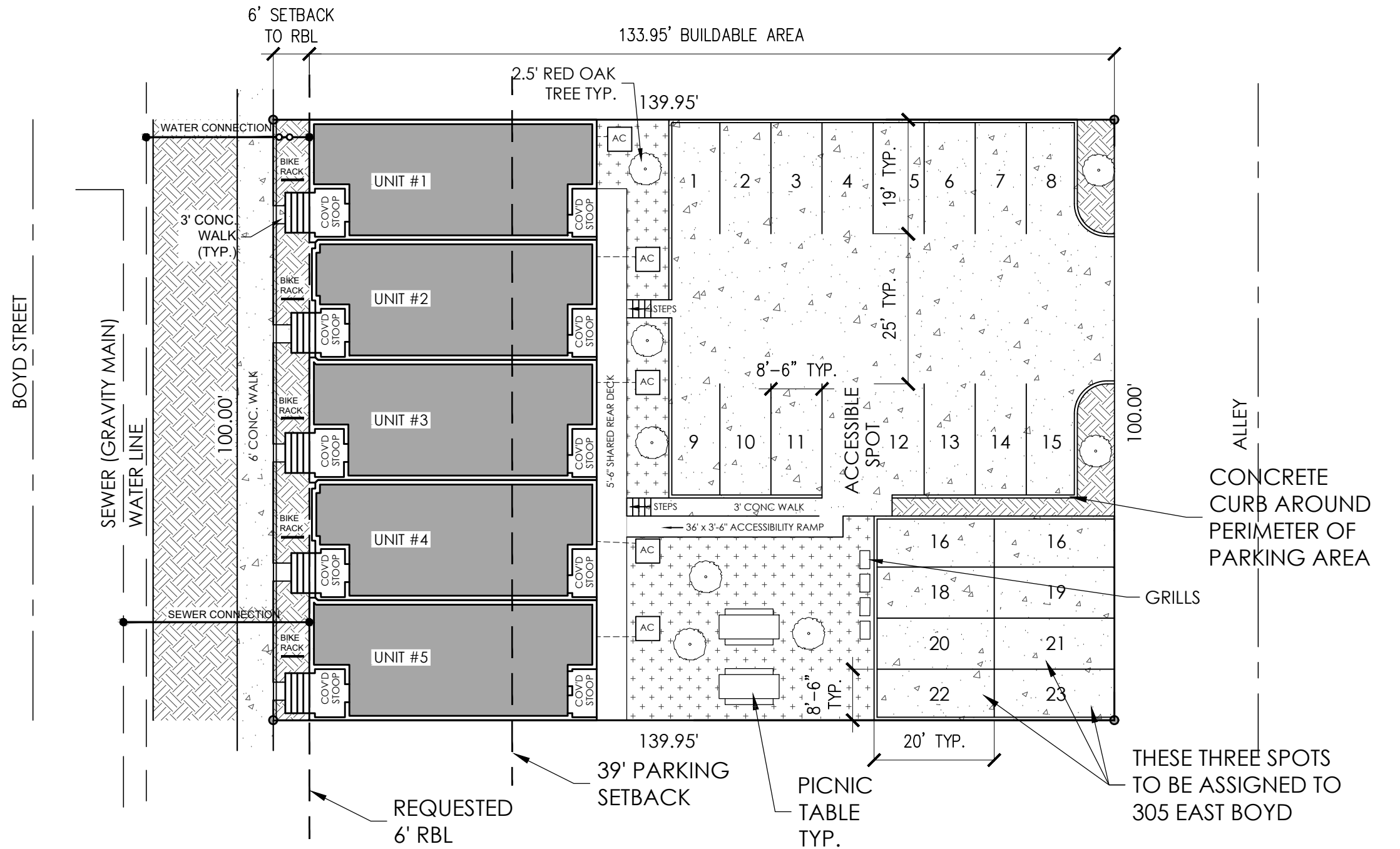
1/8"=1'-0"



TOTAL BUILDING

FRONT ELEVATION OF TWO TYPICAL UNITS




1/4"=1'-0"



TOTAL BUILDABLE AREA-	13,400 SQ FT	
PRIVATE OPEN AREA (EXCLUDING BALCONIES)-	1,672 SQ FT	12.48 %
REMAINING PRIVATE OPEN AREA TO BE SATISFIED BY THE 2ND FLOOR BALCONIES (THERE IS 862 SQ FT OF BALCONIES ON BUILDING)-	862 SQ FT	6.43 %
TOTAL PRIVATE OPEN AREA (INCLUDES THREE BALCONIES)-	2,534 SQ FT	18.91 %
TOTAL LOT SIZE-	13,995 SQ FT	
MAIN BUILDING (INCLUDING STOOPS AND SHARED DECK)-	5,331 SQ FT	38.09 %
CONCRETE: PARKING-	5,809 SQ FT	46.37 %
CONCRETE: WALKWAYS/RAMP-	316 SQ FT	1.59 %
AC PADS-	80 SQ FT	0.57 %
TOTAL LOT COVERAGE-	11,536 SQ FT	82.43 %

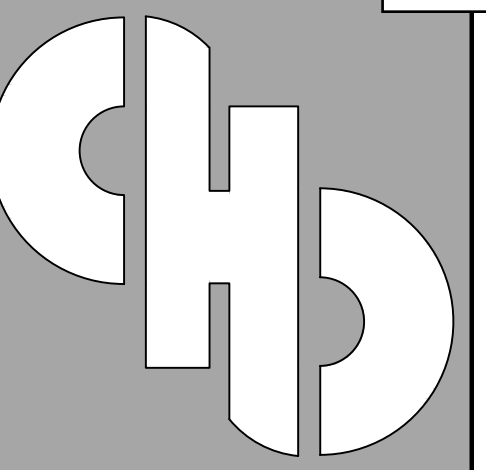
221 EAST BOYD
CLEVELAND COUNTY, NORMAN, OKLAHOMA

23 PARKING SPOTS

-  -CONCRETE
-  -PRIVATE OPEN AREA
-  -SOD



1 SITE PLAN
SCALE: 1" = 20'



creative home designs

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL DR
TULSA OK 74133
918-943-5154

120 E. TONHAWA ST
SUITE 103
NORMAN, OK 73069
405-857-9059

CHD.DESIGN

BOYD ST
DEVELOPMENT

REVISED 9-19-2023

NL

WOODS

BUILDING ADDRESS

221 E. BOYD ST. &
305 E. BOYD ST.
NORMAN, OK

SQUARE FOOTAGE

COVER

COV

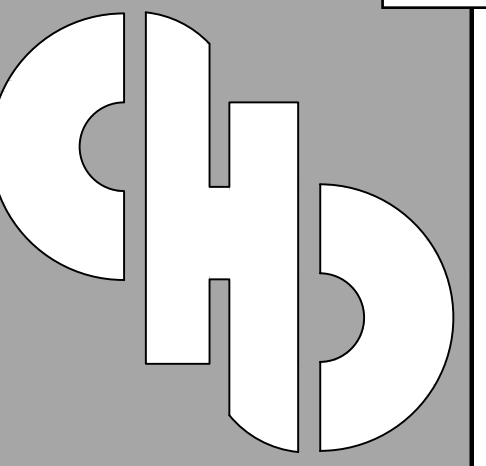


BOYD STREET DEVELOPMENT

221 EAST BOYD ST- 11,856 SQ FT
5 UNITS, 20 BEDROOMS

305 EAST BOYD ST- 17,651 SQ FT
7 UNITS, 28 BEDROOMS





creative home designs

100 N. BROADWAY SUITE 100 EDMOND, OK 73034 405-270-6417

6112 S. MEMORIAL DR TULSA OK 74133 918-943-5154

120 E. TONHAWA ST SUITE 103 NORMAN, OK 73069 405-857-9059

CHD.DESIGN

BOYD ST DEVELOPMENT

REVISED 9-19-2023

NL

WOODS

BUILDING ADDRESS

221 E. BOYD ST. NORMAN, OK

SQUARE FOOTAGE

11,856 SQ FT

FLOORPLAN/ ELEVATION

A102



THIRD FLOOR 1/4"=1'-0"

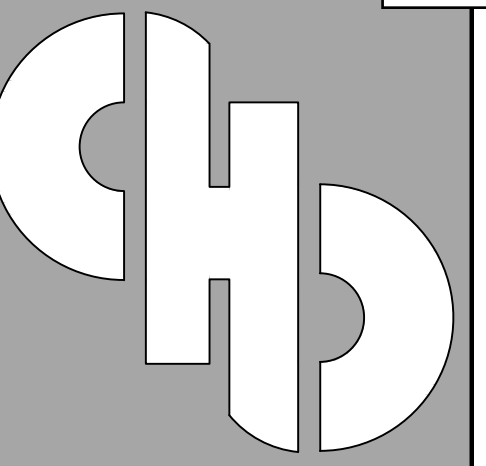


UNIT #1 GROUND STORY FENESTRATION: 33.91%

UNIT #2 GROUND STORY FENESTRATION: 39%

TOTAL BUILDING

FRONT ELEVATION OF TWO TYPICAL UNITS 1/4"=1'-0"



creative home designs

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL DR
TULSA OK 74133
918-943-5154

120 E. TONHAWA ST
SUITE 103
NORMAN, OK 73069
405-857-9059

CHD.DESIGN

BOYD ST
DEVELOPMENT

REVISED 9-19-2023

NL

WOODS

BUILDING ADDRESS

221 E. BOYD ST.
NORMAN, OK

SQUARE FOOTAGE

11,856 SQ FT

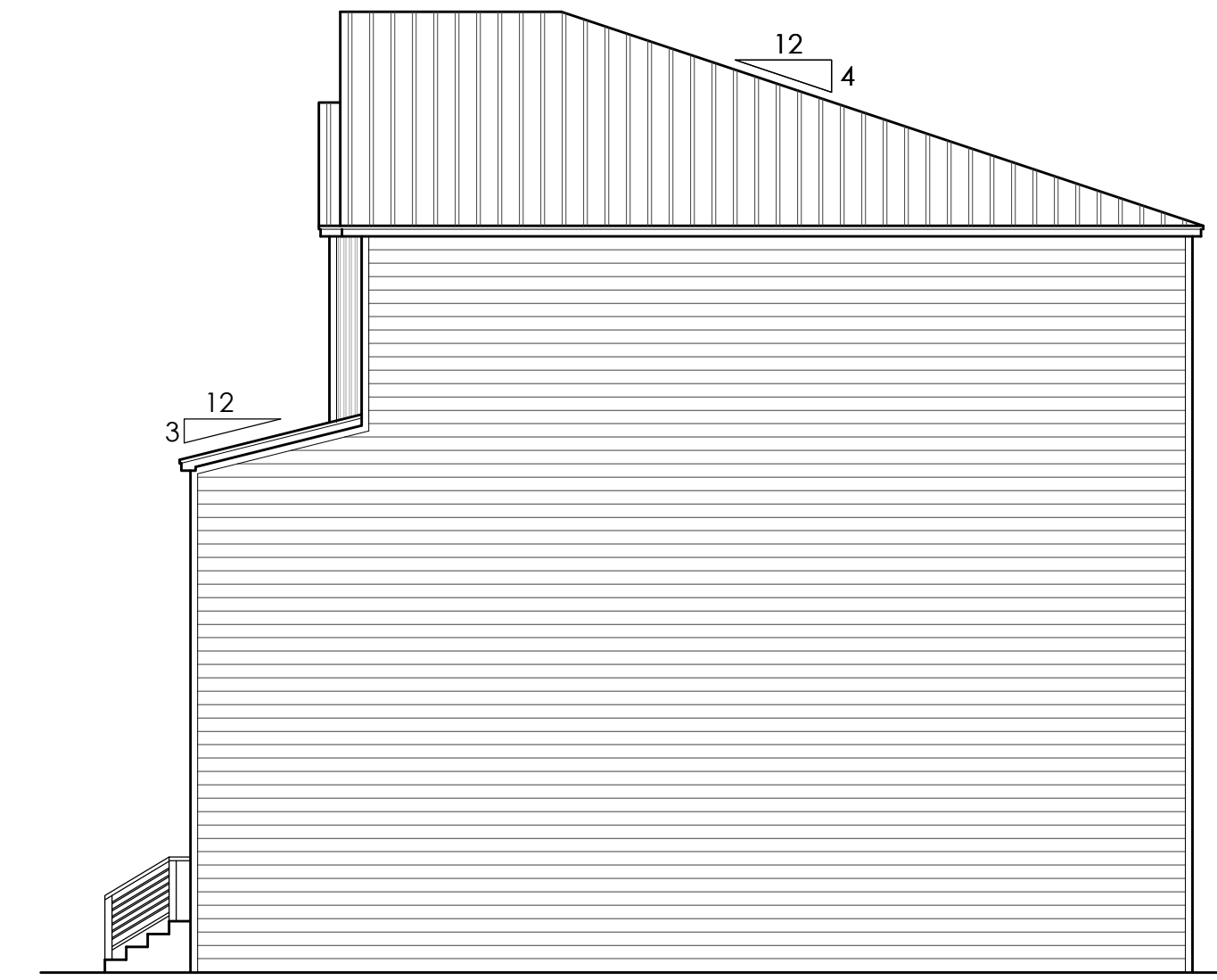
ELEVATIONS

A201



FRONT ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



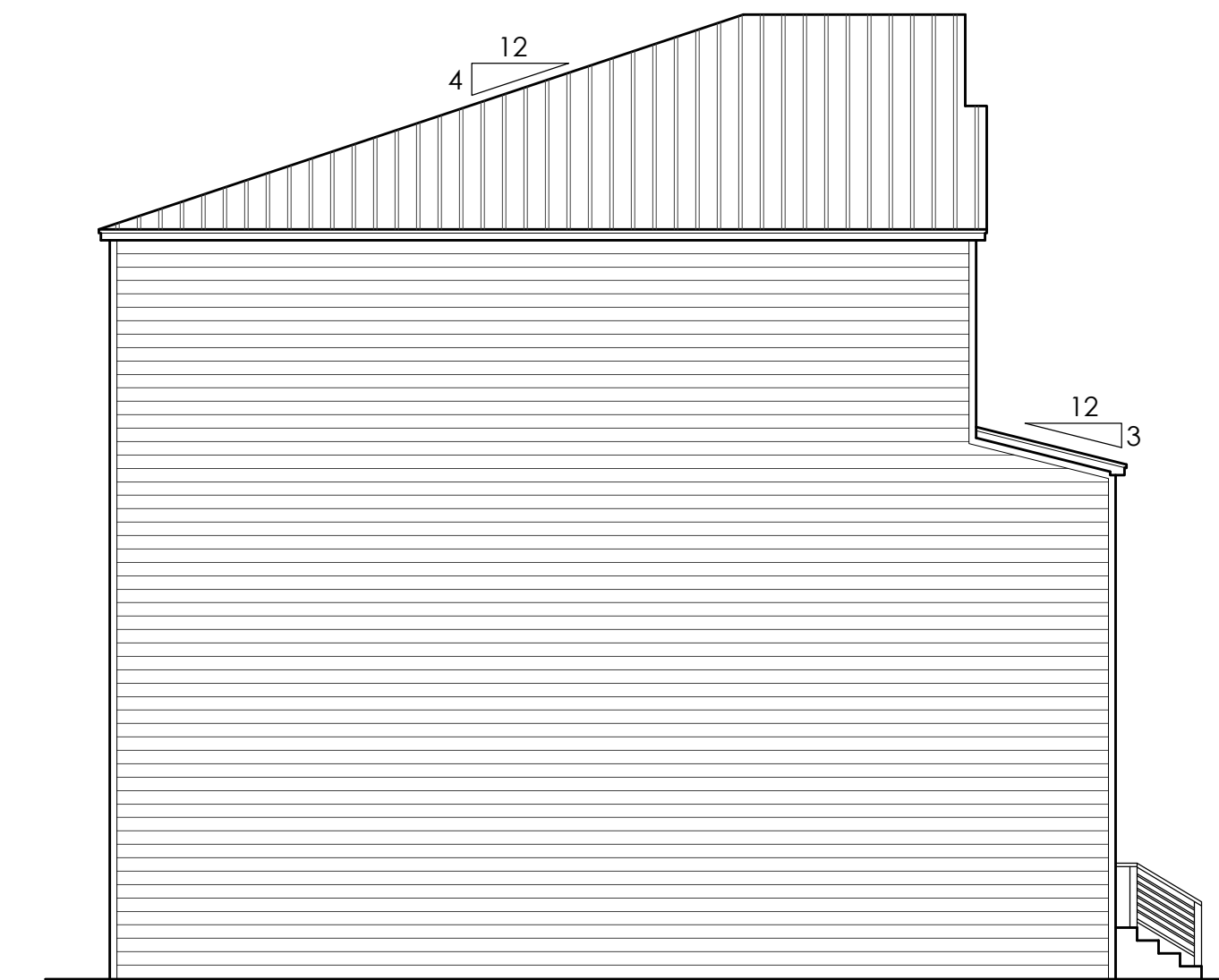
RIGHT ELEVATION

1/8"=1'-0"



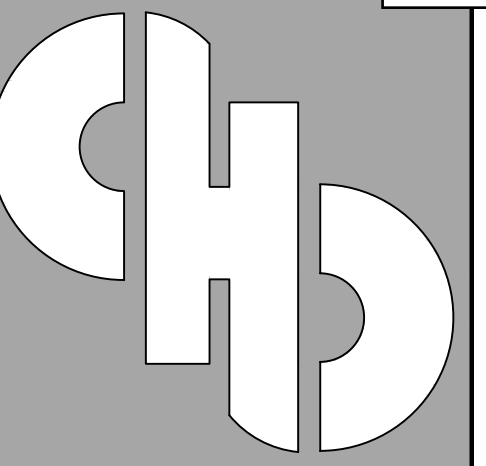
REAR ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



LEFT ELEVATION

1/8"=1'-0"



**creative
home
designs**

100 N. BROADWAY
SUITE 100
EDMOND, OK 73034
405-270-6417

6112 S. MEMORIAL DR
TULSA OK 74133
918-943-5154

120 E. TONHAWA ST
SUITE 103
NORMAN, OK 73069
405-857-9059

CHD.DESIGN

**BOYD ST
DEVELOPMENT**

REVISED 9-19-2023

NL

WOODS

BUILDING ADDRESS

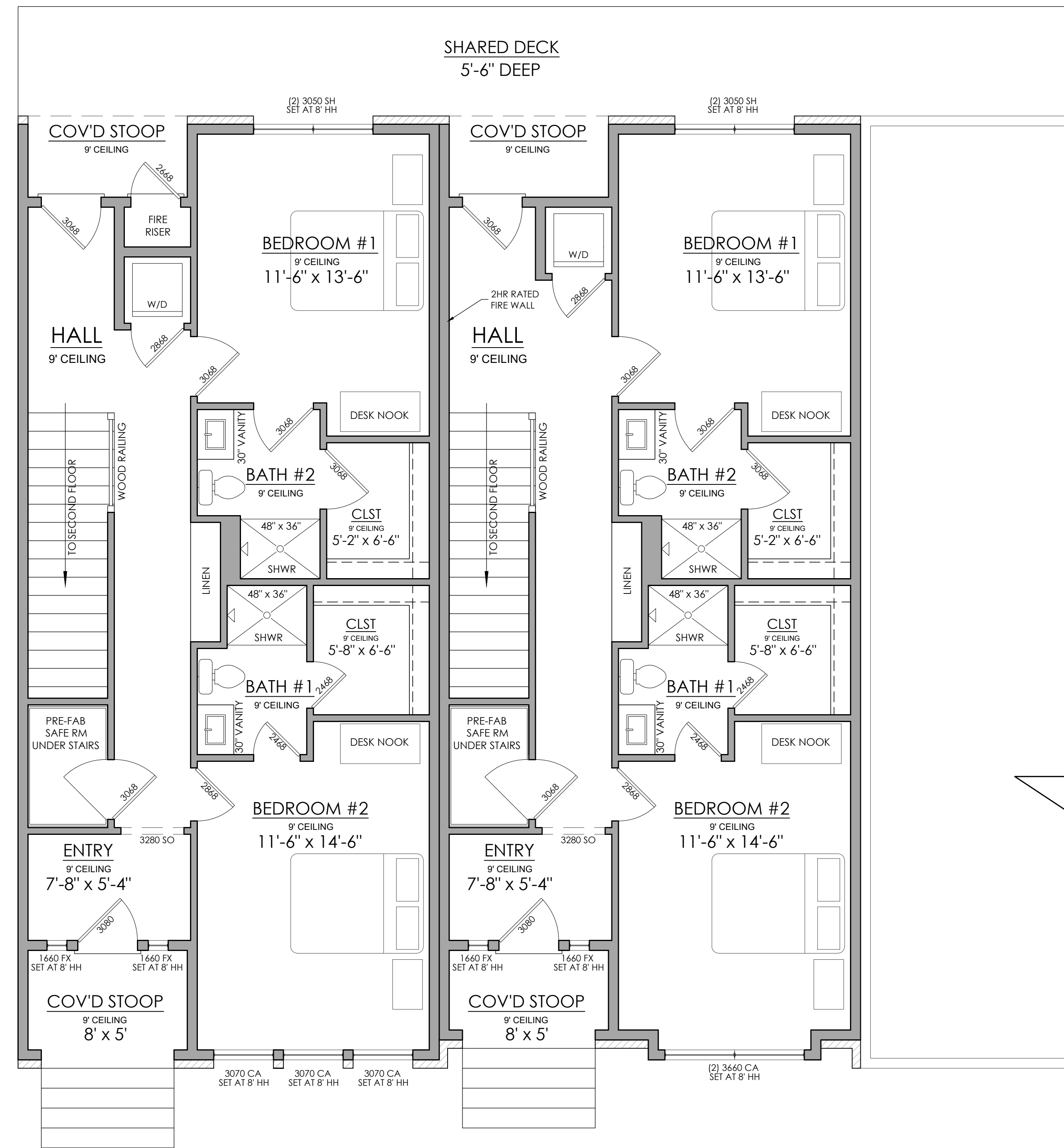
305 E. BOYD ST.
NORMAN, OK

SQUARE FOOTAGE

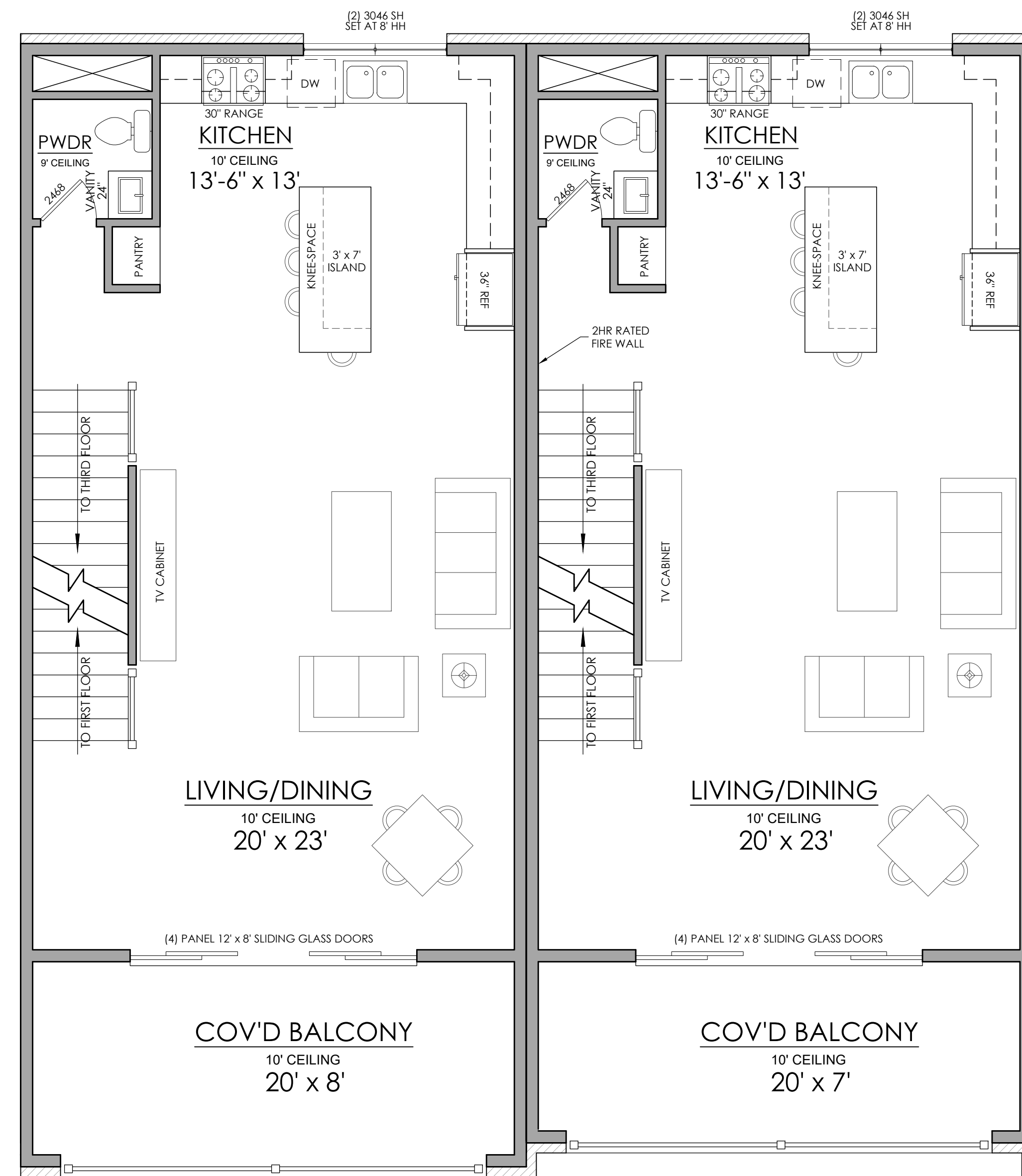
17,651 SQ FT

FLOORPLAN

A101



FIRST FLOOR
1/4"=1'-0"



SECOND FLOOR
1/4"=1'-0"

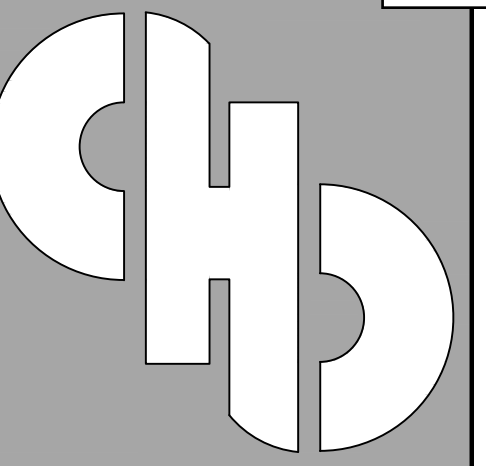
TOTAL BUILDING
17,651 SQ FT

UNIT #1 TYPICAL FOOTAGE

TOTAL-	2,525 SQ FT
FIRST FLOOR-	927 SQ FT
SECOND FLOOR-	822 SQ FT
THIRD FLOOR-	776 SQ FT

UNIT #2 TYPICAL FOOTAGE

TOTAL-	2,517 SQ FT
FIRST FLOOR-	919 SQ FT
SECOND FLOOR-	822 SQ FT
THIRD FLOOR-	776 SQ FT



creative home designs

100 N. BROADWAY SUITE 100 EDMOND, OK 73034 405-270-6417

6112 S. MEMORIAL DR TULSA OK 74133 918-943-5154

120 E. TONHAWA ST SUITE 103 NORMAN, OK 73069 405-857-9059

CHD.DESIGN

BOYD ST DEVELOPMENT

REVISED 9-19-2023

NL

WOODS

BUILDING ADDRESS

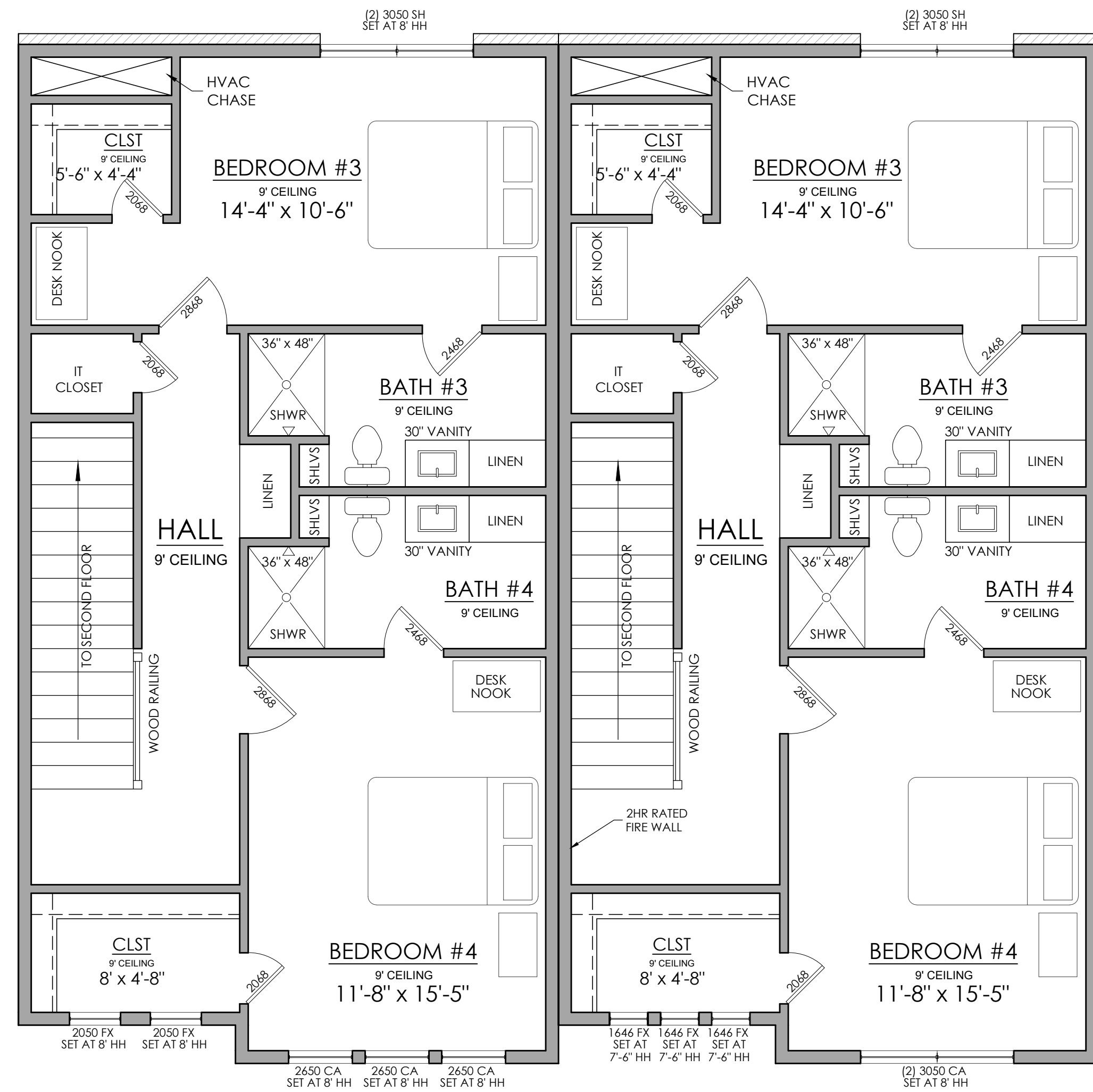
305 E. BOYD ST. NORMAN, OK

SQUARE FOOTAGE

17,651 SQ FT

FLOORPLAN/ ELEVATION

A102



THIRD FLOOR 1/4"=1'-0"

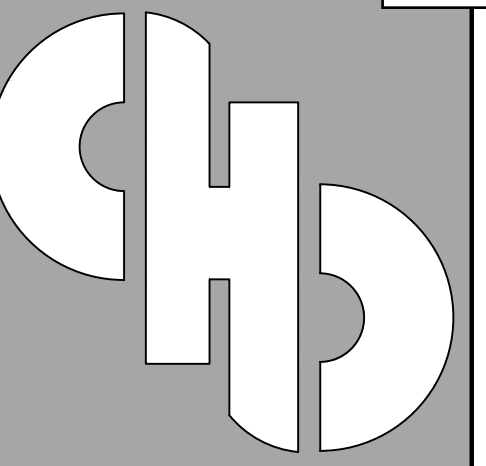


UNIT #1 GROUND STORY FENESTRATION: 40.57%

UNIT #2 GROUND STORY FENESTRATION: 36.79%

TOTAL BUILDING FENESTRATION: 32.71%

FRONT ELEVATION OF TWO TYPICAL UNITS 1/4"=1'-0"



creative home designs

100 N. BROADWAY SUITE 100 EDMOND, OK 73034 405-270-6417

6112 S. MEMORIAL DR TULSA OK 74133 918-943-5154

120 E. TONHAWA ST SUITE 103 NORMAN, OK 73069 405-857-9059

CHD.DESIGN

BOYD ST DEVELOPMENT

REVISED 9-19-2023

NL

WOODS

BUILDING ADDRESS

305 E. BOYD ST. NORMAN, OK

SQUARE FOOTAGE

17,651 SQ FT

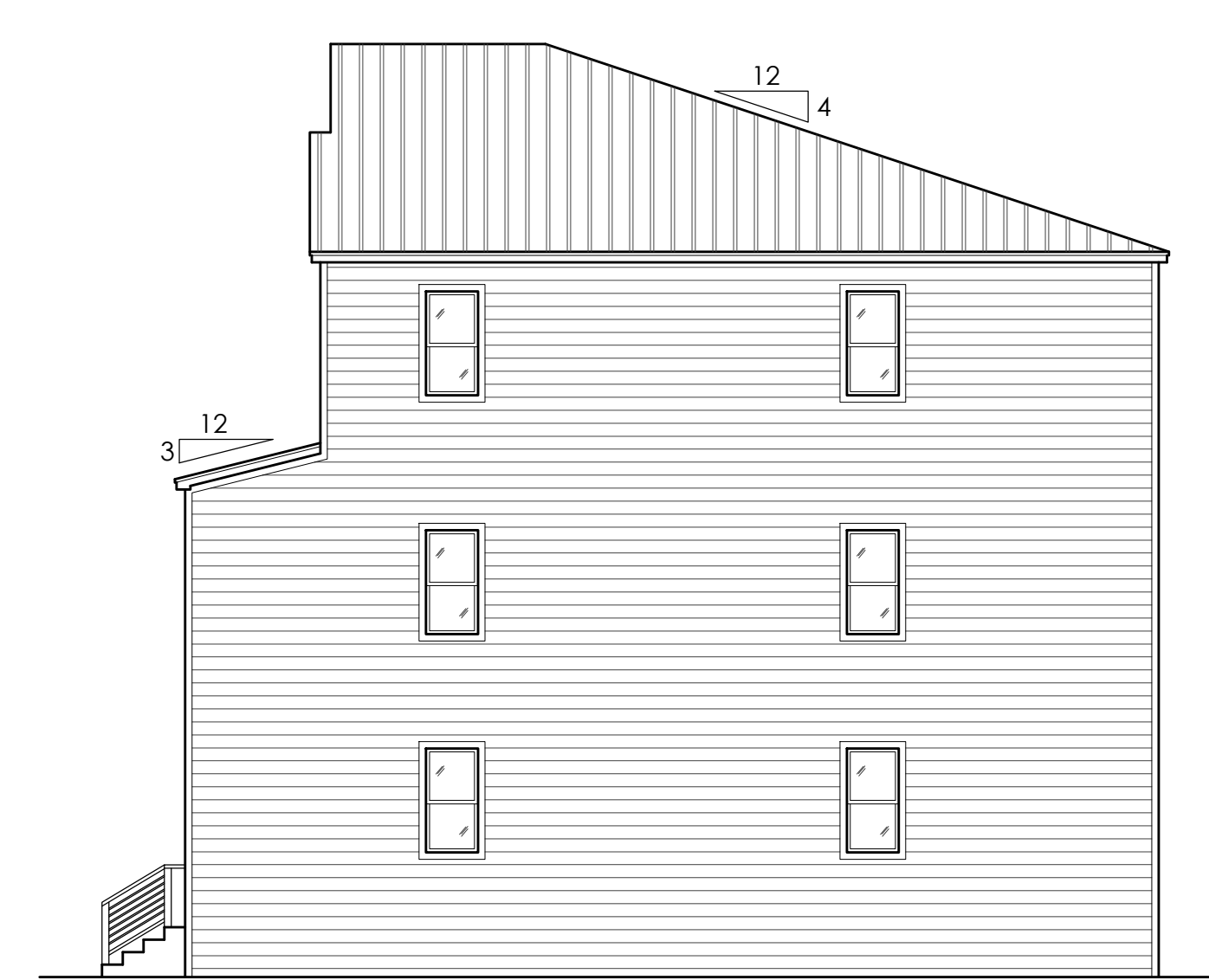
ELEVATIONS

A201



FRONT ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



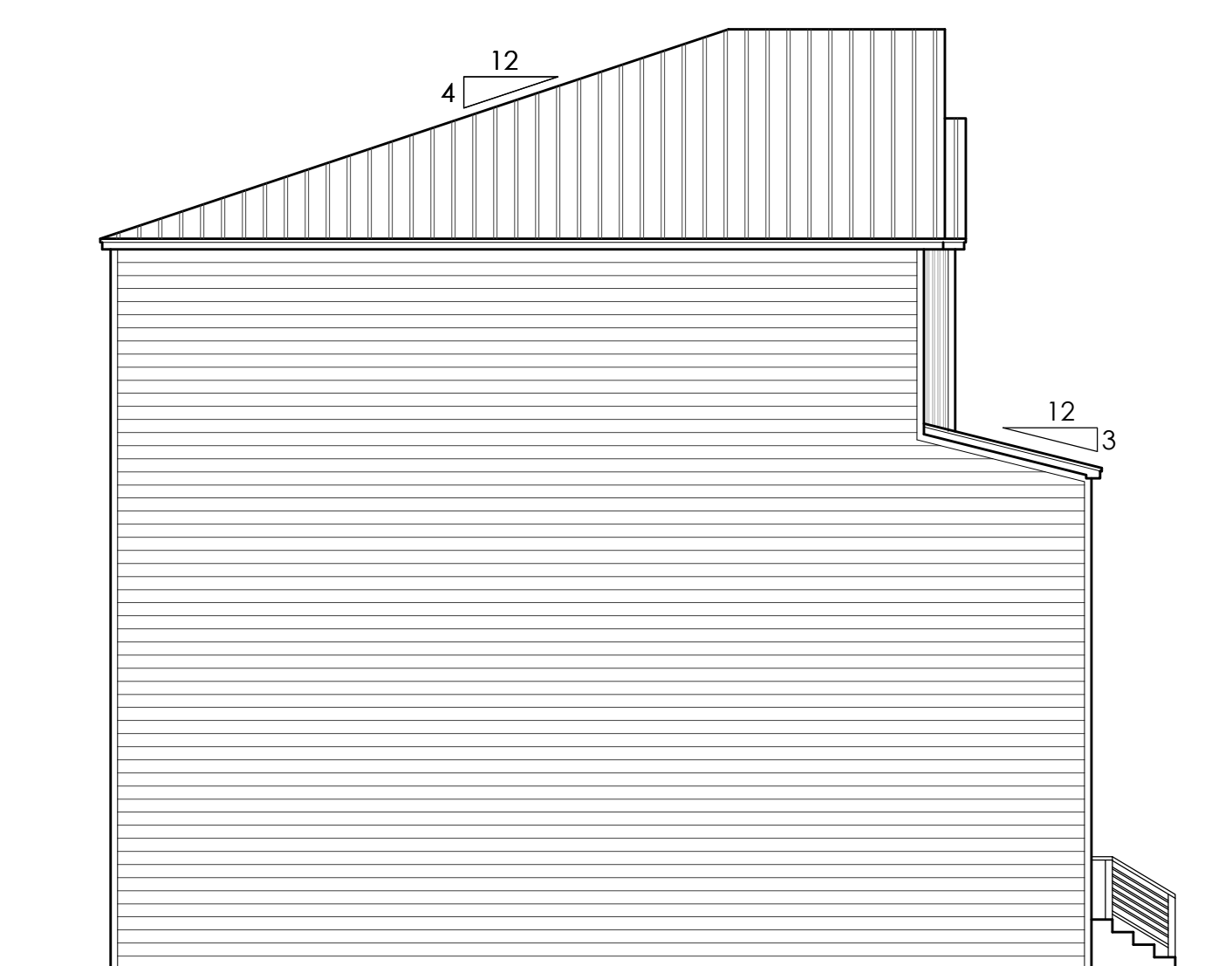
RIGHT ELEVATION

1/8"=1'-0"



REAR ELEVATION OF ENTIRE BUILDING

1/8"=1'-0"



LEFT ELEVATION

1/8"=1'-0"

Applicant: 208 Apache LLC

Project Location: 221 E Boyd Street

Case Number: PD 23-31

Time: 6:00 p.m.

Applicant Representative: Libby Smith, Gunner Joyce, & Sean Rieger, with Rieger Law Group

Attendees:

Lee Hall, 648 S. Lahoma
Councilmember Helen Grant
Councilmember Lauren Schueler

City Staff:

Anais Starr, Planner II
Amanda Stevens, Dev. Center Coordinator
Beth Muckala, Assistant City Attorney

Application Summary:

A request to rezone from CCFBC, Center City Form-Based Code, to CCPUD, Center City Planned Unit Development for a multi-family structure with five townhomes. Libby Smith presented a PowerPoint with drawings of the proposed redevelopment and described the project. Ms. Smith indicated that a companion project with similar configuration located at 305 E Boyd Street would be moving forward at the same time as this request.

Neighbor's Comments/Concerns/Responses:

Councilmember Grant asked if the primary reason for the CCPUD was the moving of the RBL. Ms. Smith stated that and the request for 4 bedrooms per unit. Lee Hall, asked if these were the only variances requested. Ms. Smith listed the requested variances. Attendees had questions about the location of the dumpster and whether there would be just one for both locations. Ms. Smith, indicated the location of the dumpster on the site plan for 305 E Boyd Street in her PowerPoint. Attendees asked for clarification on the number of units and bedrooms per structure. Ms. Smith explained the structure was comprised of five units with four bedrooms each while the companion project at 305 E Boyd Street would contain seven townhomes. Attendees also asked for clarification as to whether the requested variance to the RBL, would move the building closer to the front property line. Ms. Smith indicated the request was to move the RBL further back from the front property line in order to provide additional privacy for the tenants.



CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
 Municipal Building, Council Chambers, 201 West Gray,
 Norman, OK 73069
 Thursday, October 12, 2023 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of September, 2023.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:33 p.m.

ROLL CALL

PRESENT

Cameron Brewer
 Chair Erica Bird
 Douglas McClure
 Jim Griffith
 Maria Kindel
 Michael Jablonski

ABSENT

Steven McDaniel
 Liz McKown
 Kevan Parker

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
 Lora Hoggatt, Planning Services Manager
 Melissa Navarro, Planner II
 Anaïs Starr, Planner II
 Lisa Krieg, CDGB/Grants Manager
 Roné Tromble, Admin. Tech. IV
 Beth Muckala, Assistant City Attorney
 Anthony Purinton, Assistant City Attorney
 David Riesland, Transportation Engineer
 Todd McLellan, Development Engineer
 Jason Murphy, Stormwater Program Manager
 Bryce Holland, Multimedia Specialist

Center City PUDs

7. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-17: CCR Boyd, L.L.C. requests rezoning from CCFBC, Center City Form-Based Code, to CCPUD, Center City Planned Unit Development, for 0.454 acres of property located at 305 E. Boyd Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. CCPUD Narrative with Exhibits A-D
4. Pre-Development Summary
5. Site Plan
6. Renderings, Floor Plans, Elevations

8. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-18: 208Apache, L.L.C. requests rezoning from CCFBC, Center City Form-Based Code, to CCPUD, Center City Planned Unit Development, for 0.321 acres of property located at 221 E. Boyd Street.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. CCPUD Narrative with Exhibits A-D
4. Pre-Development Summary
5. Site Plan
6. Renderings, Floor Plans, Elevations

PRESENTATION BY STAFF: Anais Starr reviewed the staff report for 305 E. Boyd, a copy of which is filed with the minutes. This project is for 7 residential townhomes.

Ms. Starr also reviewed the staff report for 221 E. Boyd, a copy of which is filed with the minutes. This project is for 5 residential townhomes, with the same configuration as the prior project.

Mr. Jablonski asked the street tree requirements. Ms. Starr stated the CCFBC requires large street trees every 30'.

PRESENTATION BY THE APPLICANT: Gunner Joyce, Rieger Law Group, representing the applicants, explained that both projects have the same developer, with two different holding companies. This developer has built in the Center City area, and previously has built to code. He reviewed the projects and the reasoning behind their requests. There are power lines on the property, which is a reason a minor step-back is appropriate and street trees would not be functional bringing the building forward to 6'.

Mr. Jablonski commented it's a great location for development. He is concerned about heat and quality of life in the future. He likes the trees in the rear of the development, but asked about putting some in the center of the parking lots. Mr. Joyce pointed out the trees shown on the site plan in the rear of the buildings. He discussed issues with designing usable parking.

Ms. Bird asked about including shrubs in the front. Mr. Joyce said they would be happy to look at that.

Mr. Brewer commented that he was told the project on the corner at Monnett has asked for an allowance to plant their required trees at a time of year when they have the best chance of survival. Ms. Starr responded they have a requirement for landscaping in both the rear and the front by December.

Ms. Kindel asked what the surface material will be in the private open areas. Mr. Joyce responded that the projects are capped at 85% impervious.

Ms. Hudson commented that we also have to be cognizant of water and sewer lines which may restrict the placement of trees.

Mr. Joyce commented that the developer may want to plant some trees even if they are not required to do so.

Ms. Bird asked about the maximum of 4 bedrooms. Mr. Joyce responded there is a minimum unit count in CCFBC; they are exceeding that. There is a maximum bedroom count within the unit of 3, unless a special use or rezoning is requested.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer commented on the space between the front of the building by Monnett to the curb. That project buried the power lines. We need street trees along Boyd Street.

Motion made by Griffith, seconded by Kindel, to recommend adoption of Ordinance No. O-2324-17 to City Council.

Mr. Griffith commented that he likes the project. This project is very close to a vision he had years ago for this area that would look like Brooklyn brownstones. He doesn't see any way to bury the power lines in front of the buildings and still plant trees.

Voting Yea: Bird, McClure, Griffith, Kindel

Voting Nay: Brewer, Jablonski

The motion to recommend adoption of Ordinance No. O-2324-17 to City Council passed by a vote of 4-2.

Motion made by Kindel, seconded by Griffith, to recommend adoption of Ordinance No. O-2324-18 to City Council.

Voting Yea: Bird, McClure, Griffith, Kindel

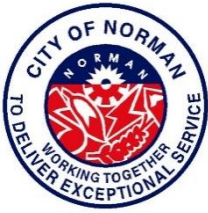
Voting Nay: Brewer, Jablonski

The motion to recommend adoption of Ordinance No. O-2324-18 to City Council passed by a vote of 4-2.

*

File Attachments for Item:

30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-124: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND HIGH FLYER HOLDINGS, INC., IN THE AMOUNT OF \$940,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 5451 HUETTNER DRIVE, PLUS CLOSING COSTS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE TRANSACTION; AND APPROPRIATION OF GENERAL FUND BALANCE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/24

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-124: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND HIGH FLYER HOLDINGS, INC., IN THE AMOUNT OF \$940,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 5451 HUETTNER DRIVE, PLUS CLOSING COSTS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE TRANSACTION; AND APPROPRIATION OF GENERAL FUND BALANCE.

BACKGROUND:

City Council has prioritized the identification and purchase of real property to house a permanent emergency overnight/day shelter. After the listing for this property was brought to the City's attention, City Council held an executive session to discuss the potential acquisition of the property on November 21, 2023 and again on December 19, 2023.

DISCUSSION:

This undeveloped parcel of property is approximately 6.17 acres and fronts onto I-35. The property is listed for \$1 million dollars, but a purchase price of \$940,000 was negotiated, which reflects the appraised value of the property.

The property is currently zoned as a Planned Unit Development (PUD), but the City's intended use as an emergency overnight/day shelter would require rezoning on all but property zoned as municipal use. As this parcel is larger than necessary for its intended use, the City anticipates all remaining property not needed for shelter purposes could be put to a different use.

The terms of the purchase and sale agreement include a purchase price of \$940,000. An appropriation of General Fund Balance Account (10-29000) will be required to fund the purchase. Upon approval of the agreement, the City will transfer \$25,000 in earnest money to the closing company, which will be credited to the purchase price at closing. The City will have an inspection period of 60 days, which can be extended by the City for an additional 30 days, if needed. During this period, City can terminate the agreement without penalty for any reason. Closing costs are anticipated to be no more than \$5,000.

RECOMMENDATION 1:

Staff recommends that upon direction, City Council approve an appropriation of \$945,000 from the General Fund Balance (Account 10-29000) to 5451 Huettner Drive, Land (Project BG0093; Account 50193365-46001) to fund the purchase as outlined above.

RECOMMENDATION 2:

Staff recommends that upon direction, City Council approve Contract K-2324-124, the Purchase and Sale Agreement to purchase 5451 Huettner Drive for \$945,000 and authorize the City Manager or his designee to execute any documents on behalf of the City of Norman to finalize the purchase at closing.

K-2324-124

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into by and between High Flyer Holdings, Inc, an Oklahoma corporation, hereinafter referred to as “Seller”, and the City of Norman, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as referred to as “Buyer.”

CONDITION PRECEDENT

This Agreement shall not be effective or binding on Buyer until such time as this Agreement is duly adopted by the Council of the City of Norman and becomes effective, the “Effective Date”. Upon the Effective Date, this Agreement shall be binding on Buyer and Seller in accordance with its terms.

If the Effective Date does not occur by February 28, 2024, Seller may terminate this Agreement upon written notice to Buyer.

1. **Sale Agreement.** Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the 6.19 acres of property described and/or depicted on Exhibit A hereto (the “*Land*”), situated at 5451 Huettner Dr, Norman, OK 73069 in Cleveland County, Oklahoma, together with all improvements thereon and all appurtenances thereunto belonging, all beneficial easements and other interests and rights of Seller which are appurtenances to the Land, including, but not limited to, all right, title, and interest, if any, of Seller in and to any land lying in any street, road, or avenue in front of, within, adjacent to, or adjoining the Land (collectively referred to herein as the “*Property*”).
2. **Purchase Price.** Subject to the adjustments and prorations hereinafter described, the purchase price to be paid by Buyer to Seller for the Property is Nine Hundred Forty Thousand and no/100 Dollars (\$940,000.00) (the “*Purchase Price*”) which Purchase Price shall be paid as follows:
 - 2.1 **Earnest Money.** Within three (3) days after the Effective Date, Buyer shall deposit Twenty-Five Thousand and no/100 Dollars (\$25,000.00) (the “*Earnest Money Deposit*”) with First American Title, 480 24th Ave NW, Suite 106, Norman, OK 73069; Attention: Amy Jones (the “*Title Agent*”). Buyer shall be given credit toward the purchase price for the Earnest Money Deposit at Closing.
 - 2.2 **Balance at Closing.** The balance of the Purchase Price shall be paid to Seller by cashier’s check or wired funds at Closing.
3. **Inspection Period and Contingency.** This Agreement and the obligation of Buyer to

K-2324-124

close are expressly made conditional upon Buyer's determination in Buyer's sole discretion that the Property is suitable for Buyer's purposes. In order to permit Buyer to make this determination, Seller agrees to permit Buyer and Buyer's representatives to have access to the Property to perform any and all inspections as Buyer shall require, including, but not limited to, geological soil tests, mechanical studies, environmental assessments, surveys and engineering studies, and property surveys. To the extent permitted by law, Buyer agrees to repair any damage caused by such testing and further agrees to indemnify and hold Seller harmless from any liability, claims or demands of any nature whatsoever arising out of the conduct of such tests; provided, however, Buyer shall not be required to indemnify Seller for any negligence or willful misconduct of Seller or for the mere discovery of existing conditions. An agent of Seller has the right to be present at any inspections. During this period, Buyer shall determine to Buyer's satisfaction:

- (a) Whether sufficient utility service will be available at the Property boundary line;
- (b) Whether the soil conditions of the Property are satisfactory;
- (c) Whether the drainage on the Property is satisfactory;
- (d) Whether there are portions of the Property that are not capable of usage, because of flood plain or wetlands restrictions;
- (e) Whether the applicable municipal ordinances or county requirements will permit the usage of the Property in the manner desired by Buyer;
- (f) Whether there are any Hazardous Materials on the Property;
- (g) Whether access to the Property is satisfactory; and
- (h) Whether there are any other conditions which will render the Property unsuitable for Buyer's purposes.

Buyer shall have Sixty (60) days from the Effective Date to determine if the Property is satisfactory (as the same may be extended, the "***Inspection Period***"). Buyer may extend the Inspection Period for an additional thirty (30) days upon written notice to Seller received by Seller prior to the expiration of the Inspection Period. Prior to the end of the Inspection Period, Buyer may terminate this agreement for any reason by notifying Seller in writing prior to the expiration of the Inspection Period, and this Agreement shall thereby terminate and the Earnest Money Deposit shall be refunded to Buyer. If Buyer does not terminate this Agreement during the Inspection Period, Buyer shall be deemed to have waived all objections to the condition of the Property, the Earnest Money Deposit shall become non-refundable except as expressly provided otherwise in this Agreement, and Buyer shall proceed to complete the Closing in accordance with this Agreement.

K-2324-124

4. **Title.**

4.1. **Title Commitment; Title Policy; Permitted Exceptions.** Within Twenty (20) days after the date hereof, Seller shall provide to Buyer a commitment (the "***Commitment***") for an owner's title insurance policy in the face amount of the Purchase Price ("***Title Policy***") covering the Property, issued by a national title insurance company, showing "title of record" to the Property to be in Seller. The Commitment covering the Property shall be in the amount of the Purchase Price and shall be accompanied by copies of all instruments creating exceptions, including easements, restrictions, reservations, rights-of-way or other conditions, if any, affecting the Property ("***Title Documents***") and shall show that Seller can convey good and marketable title to the Property to Buyer free and clear from all liens and encumbrances except for (a) easements, agreements and restrictions of record, (b) real estate taxes and installments of assessments not yet due and payable, (c) zoning ordinances, (d) liens or encumbrances to be cancelled or released by Seller at Closing. Items (b), (c) and (d), those easements, agreements and restrictions of record acceptable to Buyer, and State and Municipal building laws, ordinances and regulations, zoning laws, ordinances and resolutions, legal highways, and easements which would be identified by a survey are collectively referred to in this Agreement as the "***Permitted Exceptions***" in this Agreement.

4.2. **Objections to Title of Record.** Within fourteen (14) days after Buyer's receipt of the Commitment and Title Documents, Buyer shall furnish to Seller written notification of any objections to or defects in the title of record (the "***Title Objection Notice***"). Seller may elect to not remove any title matters other than liens and other financial encumbrances. If Seller fails to notify Buyer in writing within ten (10) days after Buyer's Title Objection Notice that Seller will cure title matters described in Buyer's Title Objection Notice, Seller will be deemed to have determined that Seller will not cure the matters in Buyer's Title Objection Notice, in which case Buyer may (i) terminate this Agreement and obtain the return of the Earnest Money Deposit; or (ii) waive the defects and proceed to Closing. If Buyer does not terminate this Agreement prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived all objections furnished to Seller in the Title Objection Notice that Seller has not agreed to remove, the Earnest Money Deposit shall become non-refundable except as expressly provided otherwise in this Agreement, and Buyer shall proceed to complete the Closing in accordance with this Agreement.

5. **Warranties of Seller.** Seller represents, covenants, and warrants the following as of the date of this Agreement and as of the Closing Date:

5.1 **Ownership.** Seller is the owner of the Property and is authorized to enter into this

K-2324-124

Agreement.

- 5.2 **Validity of Documents.** This Agreement has been duly executed and delivered by Seller, and is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- 5.3 **Rights in Subject Property.** There are and will, on the date of closing, be no options, purchase contracts, leases or other agreements of any kind or nature, written or oral, whereunder or whereby any person has or could claim or assert any right, title or interest in any of the Property with the exception of the Leases, copies of which have been provided to Buyer. After the date hereof and for so long as this Agreement remains in effect, Seller shall not grant any leases, easements or rights of way in, on, over or across the Property without obtaining the prior written consent of Buyer.
- 5.4 **No pending litigation.** There is no pending litigation or expropriation proceedings in relation to the property.
6. **Time and Place of Closing.** Unless extended by written agreement, closing will occur on or before Thirty (30) days after the expiration of the Inspection Period, as the same may be extended (the "***Closing Date***") at the offices of the Title Agent.
7. **Seller's Deliveries at Closing.** At Closing Seller shall deliver or cause to be delivered to Buyer the following:
- 7.1 **Deed.** A duly executed and acknowledged Special Warranty Deed conveying to Buyer title of record to the Property subject only to the Permitted Exceptions.
- 7.2 **Affidavit of Nonforeign Status.** An Affidavit of Nonforeign Status, in form which complies with Section 1445 of the Internal Revenue Code of 1986, as amended, and/or all regulations relating thereto.
- 7.3 **Affidavit of Debts, Liens and Parties in Possession.** An affidavit executed by Seller in form acceptable to Buyer and the title insurance company to the effect that Property is free from claims, mechanic's, materialman's or labor liens.
- 7.4 **Possession.** Sole and exclusive possession of the Property, subject only to the Permitted Exceptions.
- 7.5 **Other Submissions.** Such other documents and papers as may be reasonably required by Buyer and the Title Agent in order to close this transaction.
- 7.6 **Title Insurance.** The Title Policy (or a pro forma commitment issued by a title insurer to issue the same dated through the date of the Closing and showing the Buyer as the fee simple owner of the Property) in the face amount of the Purchase

K-2324-124

Price, issued through the Title Agent, insuring good and marketable fee simple title in the name of the Buyer, subject only to the Permitted Exceptions and such standard exceptions as Seller cannot have deleted by affidavit as provided herein;

- 7.7 **Payment of Closing Costs.** In addition to any other amounts payable by Seller hereunder, Seller shall pay (i) the cost and expenses necessary to release any liens or encumbrances in order to convey the required title, (ii) all conveyance and transfer fees charged by the applicable governmental authorities, (iii) the cost of all search fees, copying costs, and one-half of the premium costs and related charges imposed by the Title Agent to issue an Title Policy, (iv) costs of the Title Agent customarily charged to sellers for commercial property closings in the City of Norman, Oklahoma, and (v) one-half of the charges of the Title Agent to complete the Closing.
8. **Buyer's Deliveries at Closing.** At closing Buyer shall deliver or cause to be delivered to Seller:
- 8.1 **Purchase Money.** Buyer shall cause the Title Agent to issue its check to the Seller in the amount due by Buyer in payment of the portion of the Purchase Price payable at Closing, and adjusted for any credits, pro-rations or other adjustments required under this Agreement or hereafter agreed upon by Buyer and Seller.
- 8.2 **Record Deed.** Cause the Deed to be recorded, duly complete all required real property transfer tax returns and cause all such returns to be delivered to the appropriate offices promptly after Closing.
- 8.3 **Other Documents.** Execute and deliver any other documents required by this Agreement to be delivered by Buyer.
- 8.4 **Payment of Closing Costs.** In addition to any other amounts payable by Buyer hereunder, Buyer shall pay (i) the costs to record the Deed and other conveyance instruments to be recorded at Closing, and (ii) the costs of the Title Policy in excess of the amount payable by Seller under this Agreement and the incremental cost, if any, for extended coverage, for any endorsements desired by Buyer, (iii) costs of the Title Agent customarily charged to buyers for commercial property closings in the City of Norman, Oklahoma, and (iv) one-half of the charges of the Title Agent to complete the Closing.
9. **Prorations.** All matured and unmatured special assessments and all Property taxes for years preceding the year of Closing, if any, shall be paid by Seller. All of such assessments and ad valorem taxes on the Property for the year of Closing shall be prorated between the parties to the Closing Date. Notwithstanding anything in this Agreement which may appear to the contrary, Seller shall be obligated to pay any rollback taxes and other assessments relating to any period prior to the Closing date, which obligation shall survive the Closing.

K-2324-124

10. **Eminent Domain.** In the event any eminent domain proceedings shall be commenced with respect to the Property prior to the Closing Date, or in the event Buyer shall be advised by any agency having eminent domain powers that a condemnation of all or any portion of the Property is contemplated, Buyer, at its option, may:
- (i) Terminate this Agreement, in which event the Earnest Money Deposit shall be refunded to Buyer and the parties shall be relieved of all obligations hereunder; or
 - (ii) Continue this Agreement in force, in which event any condemnation proceeds received by Seller prior to the Closing Date shall be paid over to Buyer on the Closing Date, and if Seller has not received any proceeds then Seller shall assign its rights to such proceeds to Buyer.
11. **Default.** If Buyer fails to close the sale of the Property, unless excused by a condition hereof, Seller may retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy, it being agreed that it would be impracticable or extremely difficult to assess the amount of damages to be sustained by Seller. If Seller fails to close or otherwise defaults under this Agreement, unless excused by a condition hereof, Buyer shall receive the Earnest Money Deposit, or Buyer may sue for specific performance.
12. **Miscellaneous.** It is further understood and agreed as follows:
- 12.1 **Time.** Time is of the essence of this Agreement.
- 12.2 **Notices.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person or sent by email, or by mail, registered or certified, return receipt requested, postage prepaid, or by Federal Express or other overnight delivery service providing evidence of receipt of delivery to the addresses as set forth below:
- As to Buyer: Darrel Pyle, City Manager
 201 West Gray
 Norman, OK 73070
 Phone: 405-366-5402
 city_manager@normanok.gov
- With a copy to: Kathryn Walker, City Attorney
 City of Norman, Oklahoma
 201 West Gray
 Norman, OK 73070
- Phone: 405-217-7700
 City_Attorney@normanok.gov

K-2324-124

As to Seller: Jason Nedrow
Agent for Seller

Phone: 405-922-2968
jason.nedrow@okhomesnow.net

With a copy to: John McHughes
High Flyer Holdings, Inc
Phone: 405-496-9495
john@gomallard.com

Any notice, demand or request that shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notices, demands or requests are hand delivered in person, or (ii) on the date the Federal Express or other overnight delivery service receipt was signed; or (iii) on the second day after the mailing of such notice, (iv) on the date sent if sent by email before 5:00 PM, otherwise on the next business day.

- 12.3 Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
- 12.4 Binding Effect.** The provisions of this Agreement shall inure to the benefit of and bind the executors, administrators, successors, assigns, heirs and legal representatives of the parties hereto.
- 12.5 Entire Agreement.** This instrument constitutes the entire agreement of the parties. It supersedes any and all other agreements, either oral or in writing, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing, signed by the parties hereto.
- 12.6 Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 12.7 Attorney's Fees.** In the event either party hereto files suit in order to enforce or interpret the terms and provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to the litigation.

K-2324-124

- 12.8 Interpleader of Earnest Money Deposit.** In the event of a dispute between Buyer and Seller as to the proper disbursement of the Earnest Money Deposit or any other funds being held by the Title Agent as related to this Agreement, the parties hereby agree that the Title Agent shall have the unrestricted right to interplead such funds into a court of competent jurisdiction. The Title Agent shall be entitled to file any such interpleader action as necessary to allow for the Title Agent to remove itself from the controversy without charge, harm, expense, or fault to the Title Agent. The Title Agent may file such action pursuant to 12 O.S. § 2022, or other applicable authority. In the event that the Title Agent institutes any interpleader action to resolve a dispute between the parties as to funds held by the Title Agent, the parties agree to hold the Title Agent and its officers, employees, directors and agents harmless and to release the Title Agent and all such affiliated persons from any causes of action that Buyer or Seller may have against the Title Agent as it pertains to the dispute over the Earnest Money Deposit. In addition, the parties agree that the Title Agent shall be immediately discharged from of the interpleader action without fault or harm, and that the Title Agent shall be allowed to immediately obtain reimbursement for all accrued expenses involved in filing the interpleader action, including but not limited to attorneys fees, court costs and filing fees, with such reimbursement to be made from the funds interplead into court or from Buyer and/or Seller directly.
- 12.9 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

K-2324-124

IN WITNESS WHEREOF, the Buyer has caused this this Agreement to be duly executed as of the Effective Date.

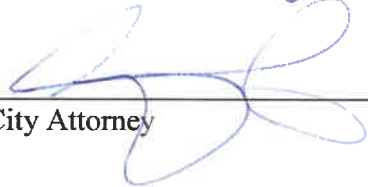
Buyer: CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: _____
Mayor

Attest:

City Clerk

Reviewed as to form and legality this 9th day of Jan, 2024.



City Attorney

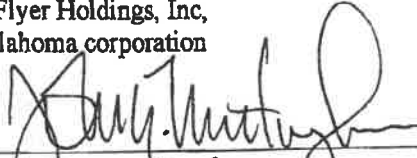
K-2324-124

IN WITNESS WHEREOF, the Seller has caused this Disposition and Development Agreement to be duly executed as of the Effective Date.

Seller:

High Flyer Holdings, Inc,
an Oklahoma corporation

By:


John McHughes, Owner

ATTEST:


Corporate Secretary

EXHIBIT A

LEGAL DESCRIPTION AND/OR DEPICTION

To be confirmed by title company

Legal Description: LOT TWO (2), IN BLOCK ONE (1), OF VALUE PLACE ADDITION, A REPLAT OF LOTS 1 AND 2, BLOCK 1, OF HUETTNER ADDITION SECTION TWO, A PLANNED UNIT DEVELOPMENT, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.